



# KEAN

## **Articulation Agreement Between Kean University and Union High School**

This Agreement is made as of August 23, 2022 by and between Kean University, a public higher education institute, with an address at 1000 Morris Avenue, Union, New Jersey ("Kean") and Union High School, with an address of 2350 North 3<sup>rd</sup> Street, Union, New Jersey ("School").

### **RECITALS**

WHEREAS, the School and Kean University are members of the secondary and higher education community, licensed by the State of New Jersey to operate as educational institutions; and

WHEREAS, the School and Kean University wish to develop collaborative endeavors built on the strengths and capacities of both institutions for the education of its citizens; and

WHEREAS, School and Kean University wish to collaborate in a partnership whereby School's students ("Students") will take college level courses offered, approved or mapped by Kean University ("Curriculum") and, subject to the terms of the agreement, will receive college credits from Kean University upon successful completion of the Curriculum and/or associated requirements;

WHEREAS, School and Kean wish to enter into an educational services affiliation with regard to such a program and additional programs to be added in the future;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the School and Kean University hereby agree as follows:

#### **I. Description of the Affiliation**

- A. School and Kean agree to collaboratively provide educational services to Students that allows them to pursue college level courses and/or entry level fieldwork experience through Kean (the "Program").

- B. Kean University and the School shall review and, upon discussion with the respective Kean academic program and Kean Admissions representative, select the Option (as provided in Exhibit A attached and incorporated herein) that best suits both parties. The terms of the agreement for each Curriculum shall be subject to the Option selected from Exhibit A.
- C. The parties intend to add approved Curriculum to the Program via an addendum to this agreement. Each Curriculum addendum shall provide details relevant to the specific Curriculum, which shall be agreed upon by both parties and will be amended to this agreement. Both the agreement and the addendum shall govern the terms of collaboration between Kean and the School.
- D. Where applicable, Kean will register the Students based on the availability, taking into account the faculty student ratio for the Curriculum.
- E. Students must have a GPA of 3.0 or higher, or as established by a Kean academic program, in order to register for a specific Curriculum. School and Kean may assess and select Students who are qualified to participate in the Program. Where applicable, only those Students shall be registered for a Curriculum who meet the admission criteria determined by Kean. School will provide the list of Students at least thirty (30) days before the start of each semester.
- F. Students interested in participating in the Program will complete an application for non-matriculated admission at Kean within 30 days of registering for a Curriculum; application fees will be waived by Kean.
- G. Students under this agreement shall be required to meet all the relevant requirements established by Kean University.
- H. Under the agreement, Kean will be allowed to assess School instructors who will be teaching the Curriculum both prior and during the instruction period.
- I. School, School staff and instructors shall not make any changes, edits or additions to the Kean Curriculum, syllabi or any other instruction material provided to the School, except as agreed upon by Kean University.

## **II. Payment and Registration**

- A. The School will remit all educational and/or administrative fees for Students enrolled in the Program directly to Kean at the agreed upon rate. 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 tuition and/or fees may be revised from time to time per Kean University policy.
- B. Kean will be responsible for registering students in the respective Curriculum. Costs of books shall be the responsibility of the School, which shall be responsible for purchasing and/or renting the required textbooks from the University Bookstore on the Kean campus.

- C. Where applicable, School shall be responsible for hiring and compensating the instructors who will be teaching the Curriculum at the School.
- D. Billing for the cost of credits shall be prepared and issued by Kean University to the School. The fees shall be paid to Kean University within thirty (30) days of each billing date.

### **III. Term of Contract/Termination**

- A. This Agreement shall commence on January 1, 2023 (“Effective Date”) and shall continue until January 31, 2024, unless either party wishes to terminate as per the requirements set forth herein. In the event that the Agreement is extended, each Curriculum shall be evaluated, by both parties, upon the completion of a 2-year term. Thereafter, this Agreement may be extended each year, for a maximum of three (3) additional years, with a second evaluation being conducted upon completion of a 4-year term. However, this Agreement shall not extend beyond August 31, 2025. At any time during the term of this Agreement, a party may terminate the Agreement with thirty(30) days written notice to the other party.
- B. At any time during the term of this agreement, a party may terminate the agreement with a 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 under the Program will be allowed to complete their studies for the academic year.
- D. Kean and School’s contractual obligations under this Agreement 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.

### **IV. Designated Liaison**

- A. Kean University’s designated liaisons for this Agreement will be Maryam Raja, Director, High School Partnership Office. The designated liaison from the School will be Nicole Ahern, Supervisor of Counseling.

### **V. Advising and Communicating with Students**

- A. Program advising materials listing the Curriculum to be completed at the School and/or subsequently at Kean will be available and will be distributed appropriately to designated advisors. The Addendums attached to this agreement will provide major requirements used as the basis for student advising prior to and after admission to Kean.

- B. Each party will identify the individuals responsible for administration and advisement.
- C. Kean will provide information session for the Students at Kean and School campus.
- D. Kean will also provide advisement/registration for Students. Kean University shall advise students to ensure that Kean placements match student credentials.

## **VI. Publicity**

- A. Both parties will coordinate with their relevant departments to conduct publicity of the Agreement. Neither party shall use the other party's materials and logos without its prior review and approval.

## **VII. Student Conduct**

- A. Students at Kean 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.
- B. Students enrolled at Kean under this Program will have certain privileges as determined by Kean.
- C. Kean reserves the right, subject to and in conjunction with the approval of School, and in accordance with its established policies and procedures, to remove any Student from the Program 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 School will consider viable options with an intended goal of Program completion. 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 School notification of the suspension.

## **VIII. General Provisions**

- A. Where applicable, transportation of Students to and from the Kean campus and any field placement site will be the responsibility of each individual Student.
- B. School will be responsible for the accommodation of its students to meet the New Jersey Department of Education 180-day school year requirement. This activity may or may not occur on Kean campus.
- C. Where applicable, Students shall be required to meet all the requirements of field placement sites, including without limitation those requirements for fingerprinting and health documentation.

## **IX. Intellectual Property Ownership**

- A. 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.
- B. Copyright Statement: The materials provided by Kean University are protected by United States copyright laws as well as Kean University policy and are only for the use of the teachers and students enrolled under this agreement. Copyrighted course materials may not be further disseminated unless permitted by Kean University in writing. The use of these materials must follow the standards and policies established by Kean University.

## **X. Mutual Obligations**

- A. The parties agree that they will comply with all applicable federal, state and local laws and regulations 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.
- B. This Agreement shall be governed as construed and the rights and obligations of the parties hereto shall be determined 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 Schools and the President of Kean University or their designees for resolution.
- E. School understands that Kean University may have to discontinue, eliminate or suspend a program, class, course or section in accordance with its policies and procedures. In such a case, the University will notify the School of the affected School Students and attempt to find an appropriate course, class or section for the School Students, as applicable.
- F. This Agreement shall be binding on the School and Kean University and their respective successors and assigns. Neither the School nor Kean University shall assign its obligations and duties under this agreement without receiving the prior written consent of the other party.
- G. This Agreement shall not establish an employer/employee relationship, joint venture, or partnership agreement hereby expressly or by implication between Kean University and the School. Each of the 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 others.

- H. This Agreement shall be reevaluated by representatives of the institutions on an annual basis. It is understood and agreed that the parties may revise or modify this Agreement by written amendment when both parties agree to such amendment.
- I. School agrees to indemnify, defend, and hold harmless Kean, its employees, officers, directors, and shareholders, from and against all actions, claims, losses, expenses, fees (including attorneys' fees and legal expenses), costs, and judgments that may be asserted against Kean that result, directly or indirectly, from the negligent acts or omissions or the willful misconduct of School's students enrolled at Kean University.
- J. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the services of School or Kean University, 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.

#### **XI. 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 institution does hereby warrant and represent that it 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.

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

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**KEAN UNIVERSITY**

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Kean University  
Brian Zychowski, Ed.D.  
Vice President  
Entrepreneurial Education Initiative (EEI)

\_\_\_\_\_  
Date

**UNION HIGH SCHOOL**

\_\_\_\_\_  
NAME, TITLE

\_\_\_\_\_  
Date

**EXHIBIT A**

**KEAN UNIVERSITY AND HIGH SCHOOL ARTICULATION AGREEMENT:  
PARTNERSHIP OPTION SHEET**

The School Districts can review and, upon discussion with the respective Kean Department/  
Academic program and designated Admissions representative, select the option that best suits both

parties. The Kean Board of Trustees has approved the following options for the 2022-2023 academic year (*Note: the University may amend these options from time to time*).

**OPTION 1**

Kean curriculum taught by Kean faculty/instructor at Kean campus or School District\*

- The curriculum is \$200 per credit
- Maximum of 15 credits per student for the year
- Minimum intent of 15 students
- Final grade must be C+ or higher for transfer to Kean (*subject to change per specific program requirements*)

**OPTION 2**

Kean Curriculum taught by a high school instructor at the School District

- The curriculum is \$125 per credit
- Maximum of 15 credits per student for the year
- Minimum intent of 15 students
- High school instructor shall be approved to teach Kean Curriculum
- Kean shall be allowed to assess curriculum instruction
- Kean to administer tests/assignments for students
- Final grade must be C+ or higher for transfer to Kean (*subject to change per specific program requirements*)

**OPTION 3**

Curriculum Mapping

- One-time administrative charge of \$75 per student
- School District and Kean admissions to map approved curriculum
- Instructor from School District to teach approved curriculum
- Kean shall administer a final test/assessment
- Kean shall grade the curriculum as pass/fail
- Student can transfer curriculum to Kean upon enrollment

NOTE: The parties shall evaluate the articulation agreement upon the completion of a 2-year term from the execution date.

*\*Program exceptions and approvals may apply*

**Addendum 1**

**Union High School and Kean University**

**Curriculum Title: Com 1402: Speech Communication as Critical Citizenship**



## Partnering Kean Program: School of Communication, Media and Journalism

1. Program Start Date: Spring 2023
2. Program End Date: Fall 2023
3. Option Selected: #1
4. Educational Fees for this collaboration\*\*: \$200 per credit
5. Education Fees to be paid by: Union High School
6. Number of credits awarded by Kean: 3 credits
7. GPA Required for registering for the curriculum: 3.0
8. Other special requirements: N/A
9. Curriculum Liaison from Kean: Jeremiah Sullivan, M.A. and Fred Fitch, PhD.
10. Curriculum Liaison from School: Nicole Ahern
11. Would Kean program provide orientation to the students: TBD
12. Attach mappings for Option 3, if applicable. N/A

*\*\* Kean's Board of Trustees approves the tuition rate.*

*Billing for the cost of credits shall be prepared and issued by Kean University to the School. The fees shall be paid to Kean University within thirty (30) days of each billing date. Any special consideration given to schools and grantors must have prior approval from Kean's Chief Financial Officer.*

*Copyright Statement: The materials provided by Kean University, including but not limited to any Curriculum, are protected by United States copyright laws as well as Kean University policy and are only for the use of the teachers and students enrolled under this agreement. Copyrighted course materials may not be further disseminated unless permitted by Kean University in writing. The use of these materials must follow the standards and policies established by Kean University.*