



# FAIRLEIGH DICKINSON UNIVERSITY

## Early College Program

### Memorandum of Agreement between

Fairleigh Dickinson University  
and

\_\_\_\_\_ High School

for 2025-2029 Academic Years

This Agreement is by and between Fairleigh Dickinson University (“FDU”) having a location at 1000 River Road, Teaneck, New Jersey 07666 and \_\_\_\_\_ (Name) High School (“HS”) located at \_\_\_\_\_ (Street), \_\_\_\_\_ (City), New Jersey, \_\_\_\_\_ Zip Code (“Agreement”). This Agreement sets out the terms and conditions of the FDU Early College Program (“Program”). Each of FDU and the HS are sometimes referred to in this Agreement as a “Party,” and collectively as the “Parties.”

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. This Agreement shall become effective on July 1, 2024 and shall remain in effect through June 30, 2029. This Agreement may be terminated at any time upon the mutual written agreement of FDU and HS or terminated without cause upon 120 days prior written notice by either Party. Such termination shall not take effect, however, with regard to students already enrolled in the Program until such time as those students have completed their courses for the semester during which the termination notice is given.
2. Each Party shall appoint a member of its staff to act as the primary point of contact for the implementation and coordination of the Program.
3. All Program courses will be held at HS and instructors will be HS teachers who have been nominated by HS and approved by FDU.
4. Program courses taught at HS are equivalent in rigor to courses taught by FDU faculty at FDU. HS students will receive official FDU transcripts for courses successfully completed under the Program in accordance with course requirements.
5. Each year, HS will request the courses it would like to offer to HS students and nominate a teacher for each requested course.

6. The list of available courses for Academic Year 2024-2025 is appended to this Agreement (see Appendix A). FDU will notify HS of any changes to the list prior to the beginning of each academic year.
7. Standard, sample, or official syllabi will be provided by FDU to HS for each available course. Standard, sample, and official syllabi may be modified by HS pursuant to the FDU Early College Program syllabus policy (see Appendix B).
8. For each nominated HS teacher, HS will provide a current resume detailing academic, teaching, and/or professional background relevant to the requested course pursuant to the Early College Program Teacher Nomination and Review Policy (see Appendix C).
9. The Course Request/Instructor Nomination Form (see Appendix D) must be submitted each year by May 1. Course requests and teacher nominations will be reviewed by FDU. HS will be notified of approved courses and teachers each year by July 31.
10. If HS has requests for changes or additions to a standard FDU course syllabus, such requests must be submitted each year by July 31 to allow time for the request to be reviewed and approved by FDU prior to the start of the academic term.
11. Teachers will not be deemed to be employees of FDU. HS will retain sole responsibility for all employer obligations related to the teachers, including compensation, benefits, tax withholdings, social security contributions, etc.
12. HS will inform all eligible students and their parent(s) and/or guardian(s) of the opportunities for student participation in the Program and will use reasonable efforts to promote the Program to its students and their families. FDU agrees to provide reasonable support for promotion and communications to HS, including providing materials to HS for distribution via email and website and/or other methods of communication.
13. Student and their parents or guardians exercise the option to participate in the FDU Early College Program by registering through FDU's secure online registration portal by visiting [www.fdu.edu/ec](http://www.fdu.edu/ec).
14. Students who meet all of the following criteria are qualified to initially participate in the FDU Early College Program:
  - a. The student is a high school freshman, sophomore, junior or senior at HS,
  - b. The student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements and has the required academic background, as determined by the HS,
  - c. The student has the written endorsement of the HS.
15. HS will provide final letter grades for Program courses to FDU in a suitable and secure format. Students who earn a grade of "C" or higher for each course taken through the Program will earn college credit in accordance with Appendix A and will receive an FDU transcript reflecting same. HS may request from FDU a list of students' letter grades and course credits earned.

16. Tuition for each academic year as follows:

Academic Year	1 Credit Course	3 Credit Course	4 Credit Course
2024-2025	\$102	\$306	\$408
2025-2026	\$104	\$312	\$416
2026-2027	\$106	\$318	\$424
2027-2028	\$108	\$324	\$432
2028-2029	\$113	\$339	\$452

17. Tuition payment can be made in two ways, as follows. (HS will initial preferred option):

Option 1: \_\_\_\_\_ (Please Initial if this is the option you prefer)

The responsibility of payment remains with the HS. Payment shall be made 60 calendar days after the date of the invoice from FDU to the school district/high school.

Option 2: \_\_\_\_\_ (Please Initial if this is the option you prefer)

The responsibility of payment remains with the student and parent/guardian(s) and shall be made via the FDU website at the time of registration.

HS may elect to use both options if HS plans to pay tuition for some students and allow other students/parents to pay at registration on the website: [fdu.edu/ec](http://fdu.edu/ec).

NBOE Legal Dept.

\*\*\*The total amount of this contract shall not exceed twenty five thousand five hundred dollars (\$25,500.00).

18. Notices. Every notice required or permitted under this Agreement shall, unless otherwise specifically provided herein, be given in writing, via email and/or may be sent by either United States Postal Service Certified Mail, return receipt requested, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall be addressed by the Party giving, making or sending the notice to the other Party at their address set forth below or to such other address as either Party may designate from time to time by written notice.

Notice shall be deemed to be given upon receipt, provided, however, that in the event a Party refuses to accept delivery, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

Fairleigh Dickinson University  
1000 River Road  
Teaneck, New Jersey 07666  
Attn: General Counsel

\_\_\_\_\_ High School/School District  
\_\_\_\_\_ Street Address  
\_\_\_\_\_ City, State Zip Code  
Attn: \_\_\_\_\_ Representative Name  
\_\_\_\_\_ Representative Title

with a copy to:  
Fairleigh Dickinson University  
1000 River Road  
Teaneck, New Jersey 07666  
Attn.: Early College  
Dual Enrollment Program

19. Miscellaneous Provisions

- a. During the term of this Agreement, both parties shall keep all student information strictly confidential in accordance with the Family Educational Rights and Privacy Act, 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.
- b. It is expressly understood that FDU and the HS are independent contractors with respect to one another.
- c. Each Party will perform this Agreement in accordance with applicable law. Without limitation, the Parties agree that they shall not discriminate on the basis of race, sex, gender, creed, color, national origin, marital status, ancestry, age, marital status, affectional or sexual orientation, gender identity or expression, pregnancy status, veteran status religion, disability, or socioeconomic status, or other legally-protected status, and that each shall fully comply with all Federal and State statutes, and all rules and regulations promulgated thereunder, concerning discrimination in connection with their respective obligations pursuant to this Agreement.
- d. This Agreement shall be governed by the laws of the State of New Jersey.
- e. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter it addresses and supersedes all other agreements, representations and understandings between the Parties with respect thereto. This Agreement may not be supplemented or modified except through a written and dated amendment signed by both Parties.
- f. In the event a court of competent jurisdiction declares any provision of this Agreement to be void or unenforceable, the remaining provisions shall be deemed severed and shall remain enforceable to the full extent permitted by law.
- g. This Agreement may be executed in counterparts.
- h. This Agreement is subject to ratification and final approval by HS after receipt from FDU of a signed Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of last signature set forth below.

\_\_\_\_\_ Name of High School/School District

by: \_\_\_\_\_ (Signature) \_\_\_\_\_ Date:

\_\_\_\_\_ (Representative Name)

\_\_\_\_\_ (Representative Title)

Fairleigh Dickinson University

by: \_\_\_\_\_  
Jennifer K. Sipila, Ph.D.  
Vice Provost for Academic Affairs

Date:

## **Appendices**

- A. FDU Early College Program Course List and Codes (Effective 3/29/2024)
- B. Syllabus Policy
- C. Teacher Nomination and Review Policy
- D. Course Request/Teacher Nomination Form