

**AFFILIATION AGREEMENT
BETWEEN
KEAN UNIVERSITY
AND
MIDDLETOWN TOWNSHIP PUBLIC SCHOOLS**

HOLOCAUST AND GENOCIDE STUDIES PROGRAM

THIS AGREEMENT made and entered into effective as of September 1, 2023 by and between Middletown Township Public Schools, 834 Leonardville Road 2nd Floor, Leonardo, New Jersey, 07737 (hereinafter referred to as “School”) and Kean University, located at 1000 Morris Avenue, Union, New Jersey 07083 (hereinafter referred to as “Kean”).

RECITALS

WHEREAS, School and Kean wish to develop a collaborative endeavor that will enrich high school students knowledge of and sensitivity to Holocaust and genocide studies through a 3-credit undergraduate course (ID 1800) offered on-site at School; and

WHEREAS, it is a further goal of School and Kean to designate as affiliate instructors, School faculty members who have been trained in the Holocaust and Genocide Studies Program by the Kean Diversity Council and Holocaust Resource Center, and have them teach the course to School students; and

WHEREAS, School and Kean wish to enter into an educational affiliation whereby, high school students in grades 10, 11 or 12 may, with the recommendation of the School district, do advanced college level work, enroll in ID 1800 course offered at School, and receive 3 college credits from Kean for successfully completing the course.

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

I. DESCRIPTION OF THE AFFILIATION

School and Kean agree to offer a college level course, ID 1800: Holocaust, Genocide, and Modern Humanity, for three (3) college credits at School during regular school hours to high school students who are deemed eligible for advanced work by the guidance department at School. Kean will identify School faculty members who have been trained in the Holocaust and Genocide Studies Program through its Diversity Council and Holocaust Resource Center. These trained School faculty will be designated affiliate instructors and teach the course to eligible School students.

II. OBLIGATIONS OF School

School agrees to:

- A. Assign a qualified teacher who has been trained by Kean's Diversity Council/Holocaust Resource Center in Holocaust and genocide studies as the instructor for the ID 1800 course.
- B. Provide the instructional facilities for the ID 1800 classes to be held.
- C. Schedule the ID 1800 course for the required amount of meeting time, 45 hours, during the semester.
- D. Require all students interested in participating in the course to complete an application for admission to Kean.
- E. Require all students who have registered for the course to remit the proper payment for the course.
- F. Ensure that its 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.
- G. Ensure that the costs of books, the trip to the United States Holocaust Memorial Museum (Washington D.C.) or Museum of Jewish Heritage (NYC), and/or any programs, events and professional development offered by Kean be the responsibility of School or its students.

- H. Encourage faculty to attend professional development opportunities offered through the Kean Holocaust Resource Center/Diversity Council when related to instruction for this course.

III. OBLIGATIONS OF KEAN

Kean agrees to:

- A. Identify School faculty, who have already been trained in the Post-Baccalaureate program in *Teaching the Holocaust and Prejudice Reduction* at Kean through the Diversity Council, or training approved by the Director, to teach the course, and have also participated in additional Holocaust education training or have been teaching similar course. For the purpose of this Agreement, these School faculty members will be designated as courtesy, affiliate instructors of Kean. This courtesy instructor appointment by Kean is a non-salaried position that carries no compensation, fringe benefits or any other type of benefit, including without limitation collective bargaining rights, tenure rights, teaching assignments and workers compensation. The parties further acknowledge and agree that courtesy affiliate instructors are not Kean employees but remain employees of School, which shall be solely responsible for all compensation and benefits for such employees and for the supervision thereof.
- B. Process applications submitted by School students for admission into the ID 1800 course. Application fees will be waived by Kean.
- C. Admit a minimum of 15 students and up to a maximum of 60 qualified students per semester, not to exceed two classes.
- D. Register all eligible School students in the ID 1800 course.
- E. Provide School students enrolled in the ID 1800 course with electronic library privileges.
- F. Remit up to \$3,000 per district (with a minimum of 15 registered students) for instructional costs to School since the course will be offered as part of the regular instructional program in School. Remittances eligibility will be determined by Kean at the end of the fiscal year and are contingent on available funding. These funds shall be used by School to defer the cost of

textbooks, the trip to the United States Holocaust Memorial Museum (Washington D.C.) or Museum of Jewish Heritage (NYC) for enrolled students, instructor professional development, or any program or event, such as speakers, offered by Kean, which would enhance the learning of students in the course.

- G. Monitor the academic progress of each student in conjunction with the course instructor. If a student fails to meet the academic requirements of the ID 1800 course or violates any of Kean's rules, regulations, policies or procedures, Kean reserves the right, upon consultation with the course instructor and in accordance with School's established policies and procedures, to remove the student from the ID 1800 course.
- H. Issue at the conclusion of the semester an official transcript to each student who successfully completed the course, indicating the number of credits earned and the grade.

IV. PROGRAM COSTS AND PAYMENT

- A. School students will be charged a reduced rate of \$100 per credit for the 3-credit ID 1800 course for a total cost of \$300. Students shall submit payment for the course to Kean University at the time of registration.

V. 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. The parties shall at all times comply with standards of documentation and confidentiality mandated by state and federal laws and regulations, as same may be modified and amended from time to time.
- C. This agreement shall be governed by, 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.

- D. Programmatic requirements shall be within the framework of applicable federal and state laws and of the professional requirements of state and national accrediting agencies.
- E. Any conflicts or disputes shall be referred to the Superintendent of School and the President of Kean, or their designees, for resolution.
- F. This agreement shall be binding on School and Kean and their respective successors and assigns. Neither School nor Kean 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 and School. Each of the parties 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. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to their obligations, and this agreement contains all the covenants and agreements between the parties with respect to the Holocaust and Genocide Studies Program. 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.

VI. TERM OF CONTRACT/TERMINATION

- A. This Agreement shall commence on September 1, 2023 for a period of two (2) years and will expire on June 30, 2025. This Agreement may be renewed for one (1) additional year, upon the mutual written consent of the Parties.
- B. At any time during the term of this agreement, the parties may terminate the agreement upon mutual written consent.
- C. Either party may terminate this Agreement upon providing six (6) months prior written notice to the other party.
- D. In the event this agreement expires or terminates prior to the completion of a class, it is expressly understood that the agreement will continue in operation for such a period of time as to allow currently enrolled students to complete the ID 1800 course.
- E. Kean's contractual obligations under this agreement are contingent upon the availability of appropriated funds upon which payment for contract purposes can be made.

VII. 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 or 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.

COLLEGE OF LIBERAL ARTS, KEAN UNIVERSITY
DR. JONATHAN MERCANTINI, ACTING DEAN

DATE

OFFICE OF THE PRESIDENT, KEAN UNIVERSITY
FELICE K. VAZQUEZ, ESQ., SENIOR VICE PRESIDENT & SPECIAL COUNSEL

DATE

MIDDLETOWN TOWNSHIP PUBLIC SCHOOLS
MS. MARY ELLEN WALKER, SUPERINTENDENT

DATE