



Seton Hall University
Project Acceleration
High School Program Agreement

This Agreement is entered into this 20th day of December, 2021 between Seton Hall University (the "University,") located at 400 South Orange Avenue, South Orange, New Jersey 07079 and Middletown Township School District located at 834 Leonardville Road, Leonardo, New Jersey 07737.

WHEREAS the Legislature of the State of New Jersey has directed that a program shall be established to provide courses for college credit to high school students on public high school campuses through institutions of higher education in the State; and

WHEREAS the High School seeks to offer such courses for college credit through the University; and

WHEREAS the University seeks to assist in the offering of such courses by the High School through its "Project Acceleration" (the "Program");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. A description of Project Acceleration and the rights and responsibilities of the High School, the University and the students participating in Project Acceleration (the "students") are set forth on the University's website at <http://www.shu.edu/academics/artsci/project-acceleration/> (the "website"). Those rights and responsibilities are expressly incorporated into this Agreement as the terms and conditions of participating in Project Acceleration in addition to those set forth below. The parties agree to abide by the terms and conditions contained on the website, in addition to the terms and conditions contained in this Agreement. The University reserves the right to modify Project Acceleration at any time by modifying the website, without notice to the High School, except in the event of termination.
2. The term of this Agreement shall begin on December 20, 2021 and shall continue thereafter unless terminated by either party in accordance with this Agreement.
3. Attached as Exhibit A is a listing of the courses for offering by the High School and the corresponding High School instructors that have been approved by the University as part of the Program. Any change to the course curriculum, evaluation methods, textbooks, High School

instructors or course syllabus must be submitted, in writing, to the University for approval pursuant to the schedule set forth on the website for "Material Submissions."

4. The High School shall publicize the Program to prospective students of the Program.

5. It is agreed that the High School, its employees, instructors and/or agents are solely responsible for their own actions and have no relationship to the University as partners, joint venturers, employees or agents. In no event shall a High School instructor participating in Project Acceleration be considered an employee or agent of the University.

6. Any misrepresentation by a student of his/her qualifications, experience, education or references shall immediately disqualify them from any further participation in Project Acceleration.

7. The High School shall designate, on Exhibit B, a representative who will coordinate and monitor the High School's participation in the Program. The University's Program coordinator is:

Francesca Phillippy
Director
Project Acceleration
Seton Hall University
400 South Orange Avenue
South Orange, New Jersey 07079

8. The parties shall not discriminate against any person or group of persons on the basis of race, color, religion, age, national origin, ancestry, gender, pregnancy, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity and/or expression, handicap and disability, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era.

9. In the event of a breach or default of any material term or condition of this Agreement by either party, the non-defaulting party shall promptly notify the other party, in writing, of the alleged breach and the other party shall promptly take all reasonable steps necessary to cure the alleged breach. If, after a period of thirty (30) days, the party to whom the written notice of breach was sent has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or part, or immediately terminate the Agreement as it deems appropriate under the circumstances.

10. This Agreement may be terminated by either party, for any reason and without liability of financial obligation, by submitting written notice to the other party at least one (1) year before the last class begins its participation in Project Acceleration. The responsibilities toward

students in the Program at the time will be honored so that those students have the opportunity to complete the Program.

11. All notices to the parties hereunder must be in writing, signed by the party giving it. All notices shall be deemed delivered i) when delivered by hand; (ii) one (1) business day after being sent by Federal Express or other commercial overnight courier or (iii) three (3) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

University Representative

Francesca Phillippy
Director
Project Acceleration
Seton Hall University
400 South Orange Avenue
South Orange, New Jersey 07079

High School Representatives

Tara Nicholas (North)
Steven Trudell (South)
Middletown High School North
Middletown High School South

or to such other address as may be hereinafter designated by addendum hereto.

12. The failure or delay by either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

13. Neither party shall assign this Agreement without the prior written consent of the other party.

14. All matters of material concern to the High School and University in connection with the Program shall be discussed by the parties as the need to do so arises.

15. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New Jersey (without regard to any conflict of laws provisions) and the decisions of the New Jersey courts. The High School agrees that all lawsuits arising out of this Agreement, wherever derived, shall be resolved in Essex County in the State of New Jersey, waiving any claim or defense that such forum is not convenient or proper.

16. This Agreement constitutes the entire agreement between the parties and there are no oral or other representations regarding the subject of this Agreement that are binding on either

party. This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter of this Agreement. All changes to this Agreement must be in writing, signed by both parties, except that changes may be made by the University, in its sole discretion, to the Program as long as any such changes appear on the University's website.

Seton Hall University

By: _____
Dr. Katia Passerini
Provost & Executive Vice President

Dated: _____

Middletown Township School District

By: _____
Mary Ellen Walker
Superintendent

Dated: _____

Exhibit A

**Project Acceleration
Approved Courses and High School Instructors**

School Name	High school name	class name (SHU)	term	Duration	Teacher	Credits
Middletown High School North	Studio Art AP	Drawing I	fall	Semester	Skibinski	3
Middletown High School South	Studio Art AP	Drawing I	fall	semester		
Middletown High School North	Studio Art AP	2-D Design and Color	spring	Semester	Skibinski	3
Middletown High School South	Studio Art AP	2-D Design and Color	spring	semester		
Middletown High School North	Advanced Graphic Design	Graphic Design Advertising Art I	fall	year long	Bagley	3
Middletown High School South	Advanced Graphic Design	Graphic Design Advertising Art I	fall	year long	Sferlazzo	3
Middletown High School North	Video Game Art and Design Honors	Game Design and Digital Storytelling	fall	Semester	Alston	3
Middletown High School North	AP Biology	Human Structure & Function I	fall	Semester	Marotta	4
Middletown High School South	AP Biology	Human Structure & Function I	fall	Semester	Boyce	4
Middletown High School North	AP Biology	Human Structure & Function II	spring	Semester	Marotta	4
Middletown High School South	AP Biology	Human Structure & Function II	spring	Semester	Boyce	4
Middletown High School North	Human Anatomy and Physiology	Human Anatomy and Physiology I (lecture)	fall	year-long	Price	3
Middletown High School South	Human Anatomy & Physiology	Human Anatomy & Physiology I Lecture	fall	year-long	Boyce	3
Middletown High School North	Human Anatomy and Physiology	Human Anatomy and Physiology I (lab)	fall	year-long	Price	1
Middletown High School South	Human Anatomy & Physiology	Human Anatomy & Physiology I Lab	fall	year-long	Boyce	1
Middletown High School North	Computer Science AP: Javascript	Computing for Science Majors	fall	year-long		
Middletown High School South	Computer Science AP: Javascript	Computing for Science Majors	fall	year-long	Kretsch	4
Middletown High School North	Modern Global Issues Honors	International Relations	fall	Semester	Kelly	3
Middletown High School North	Modern Global Issues Honors	International Relations	Spring	Semester	Kelly	3
Middletown High School South	Modern Global Issues Honors	International Relations	fall	Semester	Koumoulis	3
Middletown High School South	Modern Global Issues Honors	International Relations	Spring	Semester	Koumoulis	3
Middletown High School North	AP Economics	Principles of Economics I	fall	Semester	Felegy	3

Middletown High School North	AP Economics	Principles of Economics II	spring	Semester	Felegy	3
Middletown High School North	AP English	Core English I	fall	year-long	Elsbree	3
Middletown High School South	AP English	Core English I	fall	year-long	Wessel	3
Middletown High School North	AP French	Intermediate French I	fall	Semester	Jones	3
Middletown High School South	AP French	Intermediate French I	fall	Semester	Fidalgo	3
Middletown High School North	AP French	Intermediate French II	spring	Semester	Jones	3
Middletown High School South	AP French	Intermediate French II	spring	Semester	Fidalgo	3
Middletown High School North	AP Modern European History	Western Civilization II	fall	year-long	D'alessandro	3
Middletown High School North	AP United States History	United States History I	fall	Semester	Harvery	3
Middletown High School South	AP US History	American History I	fall	year long	D'Urso	3
Middletown High School North	AP United States History	United States History II	spring	Semester	Hill	3
Middletown High School North	AP Italian	Intermediate Italian I	fall	Semester	Fielding	3
Middletown High School North	AP Italian	Intermediate Italian I	fall	Semester	Fielding	3
Middletown High School North	AP Italian	Intermediate Italian II	spring	semester		
Middletown High School North	AP Italian	Intermediate Italian II	spring	Semester	O'Reilly	3
Middletown High School South	AP Italian	Intermediate Italian II	spring	Semester	O'Reilly	3
Middletown High School North	Latin IV	Intermediate Latin I	fall	Semester	Rath	3
Middletown High School North	Latin IV	Intermediate Latin II	spring	Semester	Rath	3
Middletown High School North	Music Theory AP	Theory of Music I	fall	Semester	Isherwood	4
Middletown High School South	Music Theory AP	Theory of Music I	fall	Semester	Isherwood	4
Middletown High School North	Music Theory AP	Theory of Music II	spring	Semester	Isherwood	4
Middletown High School South	Music Theory AP	Theory of Music II	spring	Semester	Isherwood	4
Middletown High School South	Business Ethics	Business Ethics	spring	Semester	Crimi	3
Middletown High School North	Business Ethics	Business Ethics	fall	Semester	Heeter	3
Middletown High School North	Business Ethics	Business Ethics	spring	Semester	Heeter	3
Middletown High School South	Business Ethics	Business Ethics	spring	Semester	Gali	3
Middletown High	Business Ethics	Business Ethics	spring	Semester	Lentine	3

School South						
Middletwon High School North	Abnormal Psychology Honors	Abnormal Psychology	spring	Semester	Bucko	3
Middletwon High School North	Abnormal Psychology Honors	Abnormal Psychology	fall	Semester	Bucko	3
Middletown High School South	Abnormal Psychology Honors	Abnormal Psychology	fall	Semester	Haar	3
Middletown High School South	Abnormal Psychology Honors	Abnormal Psychology	spring	Semester	Haar	3
Middletown High School North	AP Spanish	Intermediate Spanish	fall	Semester	Kostas	3
Middletown High School South	Ap Spanish	Intermediate Spanish I	fall	Semester	Mota	3
Middletown High School North	AP Spanish	Intermediate Spanish	spring	Semester	Kostas	3
Middletown High School South	AP Spanish	Intermediate Spanish II	spring	Semester	Mota	3

Exhibit B

Project Acceleration

High School Program Coordinators

Tara Nicholas Middletown High School North
Steven Trudell Middletown High School South