

**AGREEMENT BETWEEN HUDSON  
COUNTY COMMUNITY COLLEGE  
AND  
KEARNY BOARD OF  
EDUCATION FOR THE  
DELIVERY OF DUAL CREDIT  
INSTRUCTION LEADING TO  
THE ASSOCIATE OF ARTS IN  
LIBERAL ARTS GENERAL  
DEGREE & IN CULINARY ARTS  
FOR ACADEMIC YEARS 2023-24  
THROUGH 2025-27**



This Agreement between the Hudson County Community College (HCCC) and the Kearny Board of Education (KBOE) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in Kearny High School (KHS). KHS students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught either (1) by their approved high school instructors during or after school as part of their regular teaching responsibilities, or (2) by HCCC faculty either on-campus at HCCC or through a remote modality.

**Faculty Qualifications and Responsibilities**

1. High school instructors teaching HCCC courses as part of the high school curriculum are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Dean responsible for that subject area prior to the commencement of instruction.
2. High school instructors teaching HCCC courses must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC by specified dates.
3. Class observation(s) will be conducted by HCCC supervisor(s). HCCC reserves the right to remove approvals of KHS instructors who do not meet HCCC standards of instruction.

**Provision for Alternate Scheduling and Registration**

Instruction for each approved course on KHS campuses may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

**Student Enrollment**

1. Selection for participation in the courses covered under this agreement will initially be determined by KHS, provided that all selected students meet all course pre-and-co-requisites of KHS and HCCC. KHS will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
2. HCCC will arrange with KHS for the administration of the College Placement Test for selected students and students must meet the minimum scores required by each applicable HCCC academic department to qualify to take specific HCCC courses. Students who do not meet the minimum requirements in both items 1 and 2 shall not be permitted to participate in the courses covered under this agreement. However, such students will be permitted to take required developmental and/or pre-requisite courses for the below listed course at the same tuition rates listed below.
3. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. KHS will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to the HCCC Office of Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.
4. HCCC does not guarantee that any credits earned will be transferable to another institution. Whether or not to accept those credits is determined by the policies and procedures of the accepting institution.
5. HCCC and KBOE are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

#### **Courses for AY (2023-2024)**

Selected students may enroll in the following courses to be offered during the 2023-24 academic year.

- 
- Basic French I – MLF-101 (3 Credits)
- Basic French 2 – MLF-102 (3 Credits)
- College Algebra – MAT-100 (3 Credits)
- College Chemistry I – CHP-111 (4 Credits)
- College Composition I – ENG-101 (3 Credits)
- College Student Success – CSS-100 (1 Credit)
- History of Western CIV 1- HIS-210 (3 Credits)
- History of Western CIV 2 – HIS-211 (3 Credits)
- Introduction to Computers – CSC-100 (3 Credits)
- Precalculus – (MAT-110) (4 Credits)
- Speech – ENG-112 (3 Credits)

- U.S. History I – HIS-105 (3 Credits)

### **Fiscal Arrangement**

A. HCCC shall directly invoice KBOE for participating student tuition in accordance with the following charges and terms. For students entering the program during the 2023-2024 academic year only, these charges and terms will remain the same. Students entering the program in subsequent years or those participating in the Early College program outside of this agreement will be charged the prevailing Early College tuition for the academic year in which they are enrolled. For the 2023-2024 academic year, the tuition shall be as follows:

1. For the Class of 2025 cohort only (students who began in the Liberal Arts General degree pathway in the 2021-2022 academic year and have successfully completed all requirements):
  - For courses taught by high school instructors during the school day as part of their regular teaching responsibilities, KBOE will be required to pay HCCC tuition of \$37.25 per credit.
  - For courses taught by HCCC faculty during or after the school day, KBOE will be required to pay HCCC tuition of \$74.50 per credit.
2. For members of all other cohorts:
  - For courses taught by high school instructors during the school day as part of their regular teaching responsibilities, KBOE will be required to pay HCCC tuition of \$38.75 per credit.
  - For courses taught by HCCC faculty during or after the school day, KBOE will be required to pay HCCC tuition of \$77.50 per credit.

B. KBOE shall make full payment to HCCC no later than sixty (60) days of KBOE's receipt of the bill from HCCC. Non-payment or late payment of all or part of an invoice may result in students being prohibited from registering for future classes, holds on grades and transcripts and the possible referral of the bill for collections. KBOE agrees to be responsible for all collection fees and costs incurred by HCCC, including, without limitation, court fees and attorneys' fees, in the event that full payment is not received from KBOE within sixty (60) days of KBOE's receipt of an invoice from HCCC. Invoices shall reflect enrollment through the posted withdrawal dates based on the Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to KBOE if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the appropriate withdrawal dates.

C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.

D. KBOE shall be responsible for making arrangements directly with the HCCC Bookstore for

the purchase by KBOE of required textbooks prior to the start of classes. The cost of textbooks is not included in the tuition rates set forth herein.

**Terms of Contract**

This Agreement shall be effective as of July 1, 2023 and shall run through June 30, 2024 and may be renewed annually by the parties by executing a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.


**Choice of Law/Venue**

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey's conflict of laws, provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

SIGNED:

  
\_\_\_\_\_  
CC  
President or Designee  
Hudson County Community College

7-11-2023  
Date

  
\_\_\_\_\_  
Superintendent or Designee  
Kearny Board of Education

7/20/23  
Date