

**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
MARION P THOMAS CHARTER
SCHOOL FOR THE DELIVERY
OF CULINARY ARTS
INSTRUCTION
FOR ACADEMIC YEAR 2023-20234**



This Agreement between the Hudson County Community College (HCCC) and the Marion P. Thomas Charter School (MPTCS) is for the purpose of HCCC providing instruction in selected courses for high school students enrolled in MPTCS High School of Culinary & Performing Arts. Students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught by their approved high school instructors during school as part of their regular teaching responsibilities.

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 MPTCS High School of Culinary & Performing Arts instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on MPTCS High School of Culinary & Performing Arts 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 MPTCS High School of Culinary & Performing Arts, provided that all selected students meet all course pre-and-co-requisites of MPTCS and HCCC. MPTCS will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
2. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. MPTCS 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.

3. HCCC and MPTCS 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 2023-2024 academic year.

- Production Kitchen Skills I- CAI 117 (2 Credits)
- Bakeshop I- CAI 119 (2 Credits)

Fiscal Arrangement

- A. For courses taken during the 2023-2024 academic year, HCCC shall directly invoice MPTCS \$38.75 per credit for courses taught by high school instructors during the school day as part of their regular teaching responsibilities.
- B. MPTCS shall make full payment to HCCC no later than sixty (60) days of MPTCS's receipt of the bill from HCCC. Non-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. If there is a good faith dispute with the bill, MPTCS will pay the amount not subject to the good faith dispute within 60 days of the invoice. Any dispute must be made in good faith and in writing to HCCC within 30 days of receipt of the invoice. MPTCS 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 MPTCS within ninety (90) days of MPTCS's receipt of an invoice from HCCC. HCCC will give MPCS an opportunity to pay prior to filing a suit for collection with the court. 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 MPTCS if the discontinuation of a student's participation in the program is not communicated to HCCC in writing prior to the appropriate withdrawal dates as follows:
 - Last Day for 0% Tuition Liability: 10/17/2023
 - Last Day for 50% Tuition Liability: 10/30/2023
 - Full Tuition Liability Beginning 10/31/2023
- C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.

D. MPTCS shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by MPTCS of required textbooks and supplies prior to the start of classes. The cost of textbooks and supplies 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 or separate amendment to this 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
Marion. P. Thomas Charter School

Date