

**AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
ORANGE PUBLIC SCHOOL DISTRICT
FOR
THE DELIVERY CULINARY ARTS CURRICULUM
WITHIN ORANGE HIGH SCHOOL
FROM JULY 1, 2023 – JUNE 30, 2024**



This Agreement between Hudson County Community College (HCCC) and the Orange Public School District (OPSD) is for the purpose of HCCC to provide dual credit instruction in selected courses for up to 50 high school students enrolled in Orange High School (OHS). OHS students enrolled in the programs set forth herein shall have the opportunity to earn HCCC credits for selected college courses taught by their high school instructors.

Criteria and Commitment

1. For the 2023-24 academic year, students will enroll in CAI 115 – Food Sanitation & Culinary Principles. The course will be taught by OPSD faculty on OHS premises.
2. Students will receive three (3) college level credits from HCCC upon successful passing of the course.

Faculty Qualifications and Responsibilities

1. Course instructors 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. HCCC reserves the right to remove approvals of OPSD instructors who do not meet the HCCC's standards of instruction.
2. Course instructors 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 on specified dates.
3. Class observation(s) will be conducted by HCCC supervisor(s).

Provision for Alternate Scheduling and Registration

1. Instruction for each approved course on the OHS campus 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 OPSD, provided that all selected students meet all course pre-and-co-requisites of OPSD and HCCC. All participants must be students at OHS who have demonstrated satisfactory progress toward high school graduation requirements

2. All eligible students and their parent(s) and/or guardian(s) shall be initially informed about the opportunities for student enrollment in CAI 115 at OHS by OPSD. HCCC agrees to provide all reasonable support to OPSD, including providing materials for via email and website and/or other methods of communication.
3. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. OPSD 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 OPSD 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.

Fiscal Arrangement

1. HCCC shall directly invoice OPSD for participating student tuition in accordance with the following charges and terms. The following per-credit charges are applicable for the program:
 - A. For courses taught by high school instructors during the school day OPSD will be required to pay HCCC tuition of \$38.75 per credit.
2. OPSD shall make payment to HCCC no later than sixty (60) days of OPSD's receipt of the bill from HCCC. Non-payment or late payments 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. OPSD 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 OPSD within sixty (60) days of OPSD's receipt of an invoice from HCCC. Invoices shall reflect enrollment through the posted withdrawal dates based on HCCC's Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to OPSD if the discontinuation of a student's participation in the program or class is not communicated to HCCC prior to the appropriate withdrawal date.
3. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
4. OPSD shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by OPSD of required textbooks prior to the start of classes and arranging for the purchase of required textbooks for the courses. 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. It may be renewed by the parties by a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement by written amendment when both parties agree to such an amendment.

Choice of Law/Dispute Resolution

This agreement shall be subject to the laws of the State of New Jersey regardless of New Jersey's choice of law principles, rules or laws. All claims and/or disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venue in New Jersey.

Assignment

The rights of HCCC or OPSD under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express) or certified mail, return receipt requested, addressed to each party as follows:

As to the Orange Public School District:

Orange Township Public Schools
Administrative Building
451 Lincoln Avenue
Orange, New Jersey 07050
Attention: Gerald Fitzhugh, II, Ed.D., Superintendent of Schools

As to the College:

Hudson County Community College
26 Journal Square
Jersey City, New Jersey 07306
Attention: Jeff Roberson, Director of Contracts and Procurement

Miscellaneous

1. Any dual enrollment course taught on the OPSD campus will be equivalent in rigor to courses taught on the campus of HCCC.
2. OPSD shall publicize the dual enrollment program to prospective students and his/her parent or guardian through, including, but not limited to, informational sessions with the parents/students, and distribution of materials via e-mail and the OPSD website.
3. An eligible student shall not be excluded from participation because of an inability to pay.
4. During the term of this Agreement, HCCC 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.

5. In the event HCCC staff has witnessed or has reliable information that a student has been subject to, harassment, intimidation or bullying during the event, he/she shall report the incident to the appropriate OPSD official designated by OPSD policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the school district's procedures concerning school bullying.
6. The parties will maintain all documentation related to this transaction for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to N.J.A.C. 17:44-2.2.
7. Each party acknowledges and agrees that the relationship with each other is that of independent contractors, and this Agreement shall not be construed to create a joint venture, partnership, employment, or agency relationship between the parties.
8. Either party may terminate this Agreement early by submitting thirty (30) days' prior written notification to the other party. However, neither party may, at any time, terminate this Agreement while the program is ongoing.
9. Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, pandemic, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.
10. If any provision of this Agreement is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect to the fullest extent possible.
11. It is the intent and understanding of the parties to this Agreement that every provision required by law to be inserted in this Agreement shall be and is deemed inserted herein. If through a mistake or otherwise, such a provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.
12. The parties agree that all Federal and State laws against discrimination, and all regulations promulgated thereunder, shall be applicable to all activities under this Agreement.
13. This Agreement is subject to ratification and final approval by the Orange Board of Education.

SIGNED:



CC

7-11-2023

 President or Designee
 Hudson County Community College

 Date

 Superintendent or Designee
 Orange Public School District

 Date