

**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
RISING STAR ACADEMY FOR
THE DELIVERY OF DUAL
CREDIT AND COLLEGE
INSTRUCTION THROUGH THE
EARLY COLLEGE PROGRAM
FOR ACADEMIC YEARS 2023-24**



This Agreement between the Hudson County Community College (HCCC) and Rising Star Academy (RSA) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in RSA. RSA 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. This Agreement shall also govern RSA's use of HCCC's labs for non-credit bearing classes in which no tuition is required.

I. CREDIT BEARING TUITION CLASSES

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 RSA instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on the RSA 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 RSA, provided that all selected students meet all course pre-and-co-requisites of RSA and HCCC. RSA will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.

2. HCCC will arrange with RSA 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. RSA 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 RSA 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 2022-23 academic year. Additional courses may be requested by RSA and will be scheduled as necessary.

- Calculus I – MAT 111 (4 Credits)
- College Chemistry I – CHP-111 (4 Credits)
- College Composition I – ENG-101 (3 Credits)
- Computer Science I – CSC-111 (3 Credits)
- Human Biology – BIO-107 (4 Credits)
- Intro to Computers – CSC-100 (3 Credits)
- Intro to Sociology – SOC-101 (3 Credits)
- Java Programming – CSC-117 (3 Credits)
- Precalculus – MAT-110 (4 Credits)
- Principles of Sociology – SOC-101 (3 Credits)
- Speech – ENG-112 (3 Credits)

Fiscal Arrangement

1. HCCC shall directly invoice the RSA students for tuition in accordance with the following charges and terms for the 2023-24 academic year:
 - a. For courses taught by high school instructors during the school day as part of their regular teaching responsibilities, the RSA students will be required to pay HCCC tuition of \$38.75 per credit.
 - b. For courses taught by HCCC faculty during or after the school day, RSA students will be required to pay HCCC tuition of \$77.50 per credit.
2. RSA students shall be required to make full payment to HCCC no later than sixty (60) days of the RSA student's receipt of the bill from HCCC. Non-payment or late payment of all or part of an invoice may result in the student being refused enrollment for the class, being prohibited from registering for future classes, holds on grades and transcripts and the possible referral of the bill for collections. 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 students if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the appropriate withdrawal dates.
3. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.

RSA students shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by RSA students of required textbooks prior to the start of classes. The cost of textbooks is not included in the tuition rates set forth herein.

II. USE OF HCCC LABS FOR RSA'S NON-CREDIT BEARING/NON-TUITION CLASSES

RSA shall be permitted to use lab space at HCCC subject to the following conditions:

1. Compliance with all of HCCC's policies and procedures regarding the use of labs, classroom space and any and all HCCC facilities.
2. The use of lab space by HCCC shall take precedence over RSAs use of lab space. HCCC will use reasonable efforts to avoid cancelation of RSAs lab space use but reserves the right to do so if the use of the space by HCCC becomes necessary.
3. Subject to HCCC's rights set forth in paragraph 2 and elsewhere in this Agreement, RSA lab space use will be scheduled on a semester-by-semester basis for the upcoming semester only. Lab space will not be scheduled for the full academic year.
4. RSA's use of lab space, including pre-scheduled use, is subject to HCCC's schedule. RSA shall not be entitled to use the lab space if HCCC (or the applicable lab space) is closed for any reason.
5. RSA agrees to reimburse HCCC for any supplies or resources used by RSA in connection

with its use of the labs. Such reimbursement shall be made within thirty (30) days of the date of HCCC's invoice setting forth the amounts owed. Failure to make the payment within the thirty (30) day period shall allow HCCC to cancel all scheduled lab use by RSA and to refuse to schedule any future lab use by RSA.

6. RSA agrees to defend, indemnify and hold harmless HCCC, its offices, directors, board of trustees, employees, contractor and representatives from and against any and all claims, damages, liabilities, fees and costs, of any type whatsoever, made against HCCC, or incurred by HCCC as a result of RSA's use of HCCC's labs or any other facilities.

III. MISCELLANEOUS PROVISIONS APPLICABLE TO ENTIRE AGREEMENT
(SECTIONS I AND II).

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



Date

Dr. Hala Shehadeh

Principal or Designee
Rising Star Academy

5/5/2023

Date