

**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
HOBOKEN CHARTER SCHOOL
FOR THE DELIVERY OF EARLY
COLLEGE INSTRUCTION
FOR ACADEMIC YEAR 2023-24**



This Agreement between the Hudson County Community College (HCCC) and the Hoboken Charter School is for the purposes of HCCC providing instruction in selected courses for high school students enrolled in the charter school. Hoboken Charter School students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught by HCCC faculty either on-campus at HCCC or through a remote modality.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by Hoboken Charter School, provided that all selected students meet all course pre-and-co-requisites of the charter school and HCCC. Hoboken Charter School will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
2. HCCC will arrange with Hoboken Charter School 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. Hoboken Charter School 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 Hoboken Charter School 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

- A. HCCC shall directly invoice Hoboken Charter School for participating student tuition in accordance with the following charges and terms. The following per-credit charges are applicable for the program:
 - 1. For courses taught by HCCC faculty during or after the school day, Hoboken Charter School will be required to pay HCCC tuition of \$77.50 per credit.
- B. Hoboken Charter School shall make full payment to HCCC no later than sixty (60) days of Hoboken Charter School'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. Hoboken Charter School 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 Hoboken Charter School within sixty (60) days of Hoboken Charter School'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 Hoboken Charter School 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. Hoboken Charter School shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by Hoboken Charter School 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. 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
Hoboken Charter School

Date