STATEWIDE DUAL CREDIT MASTER AGREEMENT

July 2023

NEW MEXICO SECONDARY AND POSTSECONDARY DUAL CREDIT PROGRAM

MEMORANDUM OF AGREEMENT

Between Institute of American Indian Arts **(POSTSECONDARY INSTITUTION)**

And

Mescalero Apache High School **(LEA)**

Note: SB 943 (Laws 2007, Chapter 227) creates a dual credit program in state statute. Postsecondary institutions and Local Education Agencies (LEAs) must refer to 6.30.7 New Mexico Administrative Code (NMAC) for rules regarding dual credit program implementation.

TERMS OF AGREEMENT

PART 1- GENERAL PROVISIONS OF AGREEMENT

A. SCOPE

Dual credit shall be provided in accordance with the terms and conditions of this uniform Master Agreement (hereafter Agreement), which supersedes all previous agreements, versions and addenda. This agreement applies to local education agencies (public school districts, locally chartered and state-chartered charter schools, state-supported schools, and Bureau of Indian Education-funded high schools) (hereafter LEA), high school students who attend secondary schools, and public postsecondary institutions in New Mexico including tribal colleges (Hereafter Postsecondary Institution). The LEA may complete agreements with multiple postsecondary institutions. The postsecondary institution may complete agreements with multiple LEAs.

B. DEFINITION OF DUAL CREDIT PROGRAM

"Dual Credit Program" means a program that allows high school students to enroll in college-level courses offered by a POSTSECONDARY INSTITUTION that may be academic or career technical but not remedial or developmental, and simultaneously to earn credit toward high school graduation and a postsecondary degree or certificate.

C. AUTHORIZATION

Dual Credit Programs are authorized by Sections 21-1-1.2, 21-1B-3, 21-13-19 and 22-13-1.4 NMSA 1978 and 6.30.7 NMAC.

D. PURPOSES

The primary purposes of a dual credit program are to increase the educational options and opportunities for high school students and increase the overall quality of instruction and learning available through secondary schools. Fundamentally, dual credit programs allow students to earn credit at the secondary and postsecondary levels simultaneously. The programs may also encourage more students to consider academic or career technical higher education, especially students from underrepresented groups. Research indicates that dual credit programs can lead to better completion rates for both high school and college; reduce the need for remediation; shorten time to a diploma or degree completion; reduce the cost of higher education; reinforce the concept of life-long learning through an educational continuum; provide an alternative for students tempted to leave high school to enter the workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to students, whether rural or urban.

E. ELIGIBILITY AND APPROVAL

The following general eligibility and approval requirements shall apply to all Agreements. The Agreement specifies the means by which the state will provide equal opportunities to all high school students who wish to participate in the dual credit program. The Agreement: 1) specifies eligible courses, academic quality of dual credit courses, student eligibility, course approval, course requirements, required content of the form, state reporting, liabilities of parties, and student appeals; and 2) states the roles, responsibilities and liabilities of the LEA, the postsecondary institution, student and the student's family.

1. Eligible Courses

College courses that are academic or career technical and that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for dual credit. Remedial, developmental and physical education activity courses are not eligible for dual credit. Dual credit courses may be taken as elective or core course (except physical education activity course) high school credits. Core courses means a course required for high school graduation as defined in 22-13-1.1 NMSA.

The LEA in collaboration with the POSTSECONDARY INSTITUTION shall determine a list of academic and career technical courses eligible for dual credit for inclusion into the appendix. The appendix shall indicate the name of the postsecondary institution, the name of the LEA, the date, course subject and number, course title, location of course delivery and semester offered. The LEA shall submit the appendix electronically to NMHED and PED when the Master Agreement is signed and at the end of each semester prior to its application for which the appendix is modified.

Dual credit courses may be offered at LEAs, in collaboration with the POSTSECONDARY INSTITUTION offering the courses. Dual credit courses may be delivered during or outside of LEA hours.

The POSTSECONDARY INSTITUTION may offer dual credit courses via distance learning (online, hybrid, correspondence, Cyber Academy [IDEAL-NM]) in accordance with 6.30.7.8 NMAC as this option becomes available and cost-effective. All dual credit course rules apply (6.30.7 NMAC). The LEA and POSTSECONDARY INSTITUTION participating in the Cyber Academy shall be subject to applicable rules pertaining to distance learning (6.30.8 NMAC).

2. Academic Quality of Dual Credit Courses

College courses eligible for dual credit shall meet the rigor for POSTSECONDARY INSTITUTION credit and be congruent with the POSTSECONDARY INSTITUTION's normal offerings. Classes offered in LEA settings shall conform to the POSTSECONDARY INSTITUTION's academic standards. Faculty for all dual credit courses shall be approved by the POSTSECONDARY INSTITUTION.

Dual Credit courses must meet the public education department standards and benchmarks. Dual credit courses that are part of the general education common core for postsecondary institutions are eligible for transfer among New Mexico postsecondary institutions pursuant to Subsection D of 21-1B-3 NMSA 1978. Credit is eligible for transfer from one public postsecondary institution to another and is applied toward requirements for postsecondary graduation and receipt of a degree.

3. Student Eligibility

The LEA and POSTSECONDARY INSTITUTION shall qualify and advise candidates for dual credit from the pool of eligible high school students. A candidate for dual credit is eligible for consideration for fall, winter and summer semesters if he or she:

1. Is enrolled during the fall and winter in a LEA in one-half or more of the minimum course requirements approved by PED for public school students under its jurisdiction or by being in physical attendance at a bureau of Indian education-funded high school at least three documented contact hours per day pursuant to 25 CFR 39.211(c);
2. Obtains permission from the LEA representative (in consultation with the student's individualized education program team, as needed), the student's parent or guardian if the student is under 18 years old, and POSTSECONDARY INSTITUTION representative prior to enrolling in a dual credit course; and
3. Meets POSTSECONDARY INSTITUTION requirements to enroll as a dual credit student.

4. Course Approval

Approval for dual credit shall be by the LEA and POSTSECONDARY INSTITUTION representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. There is no state limit to the number of credits a student may earn through dual credit in an academic term; however, the student must meet eligibility requirements.

5. Course Requirements

The course requirements for high school students enrolled in dual credit courses shall be the same as those of regular college students. Course requirement information shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information.

6. Eligible Semesters

Eligible students may enroll in dual credit courses year-round.

7. Course Transcripting Ratios

Unless otherwise approved by the cabinet secretaries of higher education and public education departments, successful completion of three credit hours of postsecondary instruction shall result in the awarding of one high school unit for said completed postsecondary course. If the LEA and POSTSECONDARY INSTITUTION determine that a different ratio is warranted for a particular dual credit course comparable to LEA core courses in order to meet PED standards and benchmarks, they may appeal to the Council, which may recommend a different ratio to the cabinet secretaries. The joint decision of the cabinet secretaries shall be final.

8. Required content of Dual Credit Request Form

Each semester, the Dual Credit Request Form (hereafter Form) shall be used to document each student request for enrollment in dual credit courses and the review and approval process within the LEA and POSTSECONDARY INSTITUTION. LEAs and POSTSECONDARY INSTITUTIONS shall provide the form to eligible students and appropriate LEA staff online and in hardcopy. The Form appears at the end of this Agreement. 6.30.7.12 NMAC specifies Form content.

9. State Reporting

The LEA and POSTSECONDARY INSTITUTION shall retain educational records in accordance with New Mexico or Federal statutes and record retention regulations as per 1.20.2 NMAC and 1.20.3 NMAC, or 25 CFR, Part 43, as applicable. NMHED and PED shall verify and reconcile the respective dual credit records at the end of each academic year. Students enrolled in dual credit courses shall be classified as such and reported to NMHED and PED as per 6.30.7.12 NMAC.

10. Liabilities of Parties

Personal Liabilities for the student shall be equal to those of POSTSECONDARY INSTITUTION students.

11. Appeals

Each STUDENT, LEA, and POSTSECONDARY INSTITUTION has the right to appeal decisions concerning the dual credit program.

The LEA and POSTSECONDAR INSTITUTION shall have a student appeals process pertaining to student enrollment in dual credit programs. LEA and POSTSECONDARY INSTITUTION decisions are final.

The Dual Credit Council (Council) shall administer an appeals process for LEA and POSTSECONDARY INSTITUTION representatives to address issues outside the scope of the Agreement, including the determination of alignment of course content to determine the appropriate credit ratio. The Council is an advisory group consisting of NMHED and PED staff that issues recommendations to the cabinet secretaries. The cabinet secretaries shall at jointly upon Council recommendations; their decisions shall be final.

PART 2 – SPECIFIC PROVISIONS OF AGREEMENT

The following provisions outline the specific responsibilities and duties that apply to the POSTSECONDARY INSTITUTION, SECONDARY SCHOOL, ad STUDENTS participating in the dual credit program to ensure adequate participation by each party.

A. RESPONSIBILITIES AND DUTIES OF THE POSTSECONDARY INSTITUTION

1. Admission and Enrollment of Students

The POSTSECONDARY INSTITUTION shall:

1. Designate a representative to review and sign the completed Form with the understanding that only a form endorsed by all parties shall constitute a dual credit approval request;
2. Determine, in collaboration with the LEA, the required academic standing of each student eligible to participate in the dual credit program.
3. Collaborate with the LEA to reach agreement on admission and registration of eligible dual credit students for the stated semester;
4. Employ a method of qualifying the student for dual credit that demonstrates that the student has the appropriate skills and maturity to benefit from the instruction requested;
5. Provide advisement to review the appropriateness of each student's enrollment in a course prior to registration in terms of academic readiness, age requirements, and programmatic issues;
6. Provide the Form to eligible students and appropriate LEA staff online and in hardcopy;
7. Approve the Form each semester based on each student's prior coursework, career pathway, and/or academic readiness;
8. Provide a copy of each approved Form to the appropriate LEA representative;
9. Provide course placement evaluation services and consider a high school college readiness assessment to verify a student's academic skill level and to ensure compliance with course prerequisites;
10. Provide information and orientation, in collaboration with the LEA, to the student and parent or guardian regarding the responsibilities of dual credit enrollment including academic rigor, time commitments, and behavioral expectations associated with taking POSTSECONDARY INSTITUTION courses and the importance of satisfactorily completing the POSTSECONDARY INSTITUTION credits attempted in order for dual credit to be awarded;

11. Inform students of course requirement information, which includes course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information; and
12. Advise parents of federal Family Educational Rights and Privacy Act (FERPA) rules.

2. Responsibilities for Funding Dual Credit

The POSTSECONDARY INSTITUTION shall:

1. Waive all general fees for dual credit courses;
2. Waive tuition for high school students taking dual credit courses; and
3. Make every effort to adopt textbooks for at least three years.

3. Reporting of Student Records

The POSTSECONDARY INSTITUTION shall:

1. Provide the LEA, within the first thirty days of the academic term, access to each student's official schedule of classes as verification of registration. The LEA shall notify the POSTSECONDARY INSTITUTION if the report is in conflict with the school endorsed registration;
2. Track progress of dual credit enrolled students on the issue of academic performance and provide reports, as needed to the LEA;
3. Retain the official transcript or grade report of the dual credit student that records the term of enrollment, courses/credits attempted, courses/credits completed, grades and grade point average earned;
4. Release, at the request of the student, official POSTSECONDARY INSTITUTION transcript request practices; and
5. Provide final grades to the LEA for each dual credit student;
6. Deliver final grades for all dual credit students to the LEA with sufficient time to be included with final grades; this schedule shall be defined by the parties in the agreement and shall address the time frame appropriate for determining student graduation from high school; and
7. Comply with data collection and reporting provisions in 6.30.7.12 NMAC.

B. RESPONSIBILITIES AND DUTIES OF THE LEA

1. Admission an Enrollment of Students

The LEA shall:

1. Designate a representative to collaborate with the POSTSECONDARY INSTITUTION to reach agreement on admission and registration of eligible dual credit students for the stated semester;
2. Determine, in collaboration with the POSTSECONDARY INSTITUTION, the required academic standing for students eligible to participate in the dual credit program;
3. Collaborate with the POSTSECONDAY INSTITUTION to reach agreement on admission and registration of eligible dual credit students for the stated semester;
4. Employ a method of qualifying the student for dual credit based on factors which may include academic performance review, use of Next Step Plan, assessments, advisement and career guidance, and therefore recommend enrollment at the POSTSECONDARY INSTITUTION with evidence that the student has the appropriate skills and maturity to benefit from the instruction requested;
5. Provide information and orientation to students about opportunities to participate in dual credit programs during student advisement, academic support, and, where applicable, formulation of annual Next Step Plans;

6. Provide the Form to eligible STUDENTS and appropriate LEA staff online and in hard copy;
7. Approve the Form each semester based on each student's prior coursework, career pathway, and/or academic readiness;
8. Provide information and orientation, in collaboration with the POSTSECONDARY INSTITUTION, to the STUDENT and STUDENT'S family regarding the responsibilities of dual credit enrollment, including academic rigor, time commitments, and behavioral expectations associated with taking college courses and the importance of satisfactorily completing the college credits attempted in order for dual credit to be awarded and lottery scholarship eligibility to be maintained;
9. Inform students of course requirement information which includes course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information;
10. Notify POSTSECONDARY INSTITUTION if the student's official schedule of classes is in conflict with the school endorsed registration;
11. Provide appropriate accommodations and services for special education students while the students are enrolled in dual credit classes, including academic adjustments and auxiliary aids and services for eligible students across educational activities and settings (e.g. equipping school computers with screen-reading, voice recognition or other adaptive hardware or software and providing note-takers, recording devices, or sign language interpreters, or other adaptation as required by law);
12. Inform students in need of accommodations or other arrangements of the need to speak directly with the Disabilities Coordinator at the POSTSECONDARY INSTITUTION in order to receive accommodations in any college-level dual credit course;
13. Work collaboratively with the POSTSECONDARY INSTITUTION to submit a student's request for change in registration according to POSTSECONDARY INSTITUTION policies and within officially published deadlines (e.g. add, drop, withdrawal); and
14. Make it clear to students that if they fail or withdraw from dual credit classes that they were intending to use to substitute for a high school requirement that they will have to make up those credits in order to graduate. The dual credit course grade will appear o the student high school transcript.

2. Responsibility for Funding Dual Credit

The LEA shall:

Pay the cost of the required textbooks and other course supplies for the postsecondary course the dual credit student is enrolled in through purchase arrangements with the bookstore at the POSTSECONDARY INSTITUTION or other cost-efficient method.

3. Dual Credit Courses Offered at High School

Upon agreement of the LEA and the POSTSECONDARY INSTITUTION, courses may be offered at high school sites. In these instances, courses shall follow established LEA site time blocks.

4. Reporting of Student Records

The LEA shall:

1. Furnish an official high school transcript to the POSTSECONDARY INSTITUTION if required by the POSTSECONDARY INSTITUTION;
2. Record, unchanged, the grade given to the dual credit student by the POSTSECONDARY INSTITUTION on each student high school transcript;
3. Retain educational records in accordance with New Mexico and Federal statutes and record retention regulations as per 1.20.2 NMAC or 25 CFR, Part 43, as applicable; and
4. Comply with data collection and reporting provisions in 6.30.7.12 NMAC.

RESPONSIBILITIES AND DUTIES OF STUDENTS AND PARENTS

1. **Admission and Enrollment of Students**

For a student to be accepted and enrolled into a dual credit program, the STUDENT shall;

1. Discuss potential dual credit courses with the appropriate LEA and POSTSECONDARY INSTITUTION staff, including POSTSECONDARY INSTITUTION admission and registration requirements, course requirements, credits to be attempted, credits to be awarded, scheduling under dual credit, and implications for failure to successfully complete the course;
2. Obtain course requirements for each course, including course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information.
3. Meet the prerequisites and requirements of the course(s) to be taken;
4. Complete the Form available online or in hard copy from the LEA or POSTSECONDARY INSTITUTION;
5. Obtain approval for enrolling in the dual credit program each semester by acquiring all necessary signatures on the Form;
6. Register for courses during the POSTSECONDARY INSTITUTION standard registration periods (Note: enrollments shall not be permitted after the close of posted late registration);
7. Discuss any request for a change in registration (add, drop, withdrawal) and complete all necessary forms and procedures with appropriate LEA and POSTSECONDARY INSTITUTION staff; and
8. Comply with the POSTSECONDARY INSTITUTION and LEA student code of conduct and other institutional policies.

2. **Rights and Privileges of Student**

The right and privileges of STUENTS participating in Dual Credit include:

1. The right and privileges equal to those extended to LEA and POSTSECONDARY INSITUTION students, unless otherwise excluded by any section of this Agreement;
2. The use of the POSTSECONDAR ISTITUTION library, course-related labs and other instructional facilities, use of the POSTSECONDARY INSTITUTION programs and services such as counseling, tutoring, advising, and special services for the students with disabilities, and access to POSTSECONDARY INSTITUTION personnel and resources as required; and
3. The right to appeal, in writing to the LEA or POSTSECONDARY INSTITUTION, as applicable, any decision pertaining to enrollment in the dual credit program.

3. **Financial Responsibility for Funding Dual Credit**

The STUDENT shall:

1. Return the textbooks and unused course supplies to the LEA when the student completes the course or withdraws from the course (subject to provisions in Subsection B of Section 22-15-10 NMSA 1978 regarding lost or damaged instructional material);
2. Arrange transportation to the site of the dual credit course. Depending upon the time and course location, the student may have access to transportation through the Lea if the dual credit course is offered during the school day; and
3. Be responsible for course-specific (e.g. lab, computer) fees.

4. **Confidentiality of Student Records**

1. Student educational records created as a result of this Agreement shall be retained and disseminated in accordance with Family Educational Rights and Privacy Act (FERPA) requirements.
2. Participation in dual credit courses requires STUDENT, and if applicable, PARENT/GUARDIAN signatures on the Form for compliance with FERPA regulations.

5. **Secondary School and Postsecondary Institution Calendars**

STUDENTS earning dual credits shall abide by the regular operating calendars, schedules and associated requirements of the LEA and POSTSECONDARY INSTITUTION. In instances in which the calendars are incongruent, the dual credit STUDENT is required to independently satisfy both calendar requirements and may consult with LEA counselors for assistance.

PART 3- TERM AND FILING OF AGREEMENT

A. TERMS AND CONDITIONS

The initial term of this Agreement shall be from July 1, **2023** to June 30, **2026.** With the exception of the appendix, this Agreement may not be altered or modified by either party. This Agreement shall automatically renew for additional fiscal years unless either party notifies the other party of their intent not to renew 60 days before the end of the fiscal year. The LEA in collaboration with the POSTSECONDARY INSTITUTION, may modify the list of dual credit courses in the Appendix of the Agreement. Modifications to the Appendix must be submitted to NMHED and PED by the end of each semester.

The LEA and POSTSECONDARY INSTITUTION providing dual credit programs shall complete the Agreement and the LEA shall submit the completed Agreement to PED.

A completed Agreement shall contain signatures from all parties and includes an Appendix developed collaboratively by the Lea and POSTSECONDARY INSTITUTION that specifies eligible dual credit courses.

B. FILING

A fully executed copy of the Agreement shall be submitted by the LEA to PED within 10 day of approval.

APPROVED

POSTSECONDARY INSTITUTION	LEA
Institute of American Indian Arts	Mescalero Apache High School
Postsecondary Name	LEA Name
Dr. Robert Martin	Eric Gutierrez
Postsecondary Representative Name	LEA Representative Name
President	Superintendent
Postsecondary Representative Title	LEA Representative Title
Laura Bray Rae for Robert Martin	
Postsecondary Representative Signature	LEA Representative Signature
6/29/23	6/14/23
Date	Date

APPENDIX For Dual Credit Program Master Agreement between __Mescalero Apache High School__ LEA) and
The Institute of American Indian Arts (Postsecondary)
Listing of Authorized Dual Credit Courses and Location of Delivery as of July 01, 2023 (Date)

The appendix shall indicate the higher education common course number, if applicable, course subject and number, course title, location of course delivery and semesters offered. As available, STARS course code and title shall also be included.

College Common Course#	College Course Subject # (e.g. ENG-102)	College Course Title	Location(s) of Course Delivery	Semester Offered	STARS Course Code	STARS Course Title
	FUND 101	2D Fundamentals	Mescalero	Fall	1162	Creative Art-Drawing/Painting
	FUND 111	Drawing I	Mescalero	Spring	1154	Drawing I
	FUND 104	Digital Arts Fundamentals	Mescalero	Spring	1175	Computer Assisted Art
	CERA 101	Intro to Ceramics	Mescalero	Spring/Fall	1172	Ceramics/Pottery
	CINE 101	Intro to Cinematic Arts	Mescalero	Spring/Fall	1164	Film/Videotape