



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE PUEBLO OF JEMEZ, WALATOWA HIGH CHARTER SCHOOL,
AND THE UNIVERSITY OF NEW MEXICO**

I. Purpose

The Pueblo of Jemez Walatowa High Charter School (WHCS) has been identified as an Early College site through the Center for Native Education. Early Colleges for Native youth feature a three-part curriculum that includes: a blended high school and college curriculum during 11th grade; and college immersion during 12th and 13th grades that award an associates degree or one to two years of transferable college credit. These parties further agree that the Early College will adhere to the core principles of being a small, personalized school that promotes meaningful student-adult relationships, as well as rigorous and relevant courses and curriculum.

To achieve this, the Walatowa High Charter School (WHCS) has identified the University of New Mexico (UNM) as a postsecondary partner.

II. Scope of Work

The Pueblo of Jemez (POJ), the Walatowa High Charter School (WHCS) and the University of New Mexico (UNM) agree to the following terms:

1. UNM will provide support with college admissions application process
 - a. UNM will oversee student advisement, academic placement and course registration.
 - b. This process will occur at WHCS unless a college or tribal facility is more appropriate.
 - c. Credit courses taken for dual credit will use the WHCS instructional calendar. College credit will only be granted when the minimum number of contact hours and academic requirements required by UNM are met. If the parties agree, WHCS, UNM and the POJ may alter the instructional calendar to accommodate tribal ceremonies or other special events while still retaining the required number of contact hours.
2. UNM will issue identification cards to all early college students.
3. UNM will provide new student orientation.
 - a. Attendance at new student orientation is required for early college participants.
 - b. Early College students are required to adhere to WHCS, POJ, and UNM regulations regarding facilities and equipment usage, codes of conduct, and are subject to appropriate action taken by the WHCS, POJ, and UNM.
4. UNM will provide registration support
 - a. UNM will assist with registration at WHCS one (1) time per semester for all qualified students who wish to enroll in academic dual credit courses. Assessment or placement procedures required of the regular college student population will also be required of students in Early College.
5. UNM will administer placement tests to all early college students
 - a. Student placement will follow established college standards. Students in WHCS who do not meet college requirements will be given additional support by WHCS and POJ to

- b. assist them in meeting enrollment standards. Pre-requisites for college courses will be clearly explained to the students and WHCS by UNM.
6. WHCS Early College Students will register for courses applicable to the UNM core curriculum requirements.
 - a. UNM and WHCS will collaborate to identify faculty to teach in the respective disciplines related to the course selection and implementation in the Early College. The WHCS and UNM will collaborate to demonstrate sensitivity to cross-cultural and language differences when developing course content.
 - b. UNM and WHCS agree that course outcomes and standards are explicit, that course guidelines are implemented, and that the same academic standards, expectation and assessment are applied to all courses.
 - c. UNM will give credit for college courses when academic expectations, course requirements and minimum contact hours required by UNM are met.
7. UNM will identify and negotiate tuition costs or waivers
 - a. During the grant-funded period, the WHCS will claim the student as an FTE and will be responsible for the costs associated with books and transportation.
 - b. Students are not exempt from additional mandatory course/lab fees.
 - c. WHCS, POJ and/or UNM will investigate long-term, financial strategies to sustain the Early College High School.
8. UNM, WHCS and POJ will develop recruitment and retention strategies for early college students and identify ways to support student success.
9. UNM and WHCS will collaborate to coordinate campus visits.
10. WHCS will provide supplemental books and materials
 - a. Applicable UNM approved textbooks, syllabi, and course outlines shall apply to all students in the courses, when offered under the provisions of this agreement. All textbooks and supplemental materials required for classes, as determined by the Course Articulation Agreement, will be the responsibility of the WHCS. UNM-approved textbooks purchased by the WHCS may be used for at least three years from the date of purchase.
11. UNM and WHCS will collaborate to investigate the possibilities of identifying college courses utilizing the following schedule:
 - a. One college course for 10th grade students
 - b. One or more college courses for 11th and 12th grade students

III. Evaluation and Monitoring

1. POJ, UNM and WHCS will collaboratively design and conduct annual program review based on criteria acceptable to the three parties and to the Center for Native Education.
2. The Site Coordinator of the Early College will report jointly to the School Principal, the POJ Governor, and UNM President's designee.
3. Evaluation of student performance will be shared with the Early College Steering Committee each semester by the Site Coordinator.
4. A Steering Committee comprised of representatives of the POJ, UNM and WHCS will meet monthly to specify the roles and responsibilities of each party in designing and implementing the Early College, to evaluate instructional and programmatic activities, to identify problems and challenges that arise, to allocate or seek funding, and to make recommendations regarding more effective coordination and processes to insure the long-term viability of the Early College.
5. All students served by the Early College Program will provide feedback annually.
6. Early College High School Program Student Information System (SIS) will provide the parties and early college high school with ongoing analyses of student progress toward the goals of the

Early College High School Initiative to support continuous improvement and student progress. SIS will also contribute to the national ECHSI evaluation.

IV. Term of the Agreement

The initial term of the MOU will be a three (3) year period beginning on the Effective Date of the agreement. The MOU may be renewed for additional one-year periods based on the written consent of the signatory parties.

This MOU may be amended by mutual written agreement of the three parties.

UNM, POJ, and WHCS reserve the right to terminate this MOU upon service of written notice to the other parties at least 90 days prior to the date of termination and the date of termination will be the day after the end of the semester during which the 90 day period expires.

The parties acknowledge and understand that the MOU and any renewal terms of the MOU shall be dependent upon the receipt of continued funding to support the Early College Initiative at WHCS. In the event such funding ceases, WHCS reserves the right to terminate this MOU upon service of written notice of the non-continuation of funding to the other parties. Such termination shall be effective on the day after the end of the semester in which the funding was discontinued.

V. Student Consent to Disclose Academic Performance Reports

WHCS will design the mechanism by which participating students will consent to allowing UNM to release their respective academic and educational records to the Site Coordinator.

VI. Confidentiality

WHCS and UNM will adhere to the Family Educational Rights and Privacy Act (FERPA) regarding the confidentiality of student academic records and personal information.

VII. Indemnification of College:

As between the parties, each party to this MOU acknowledges that it will be responsible for any claims or damages that occur to persons or property to the extent that such claims or damages result from the negligence of that party or that party's employees as a result of the performance of this Agreement. The liability of the University of New Mexico shall be subject, in all cases, to the immunities and limitations of the New Mexico Tort claims Act, Sections 41-1-1, *et. seq.*, NMSA 1978, as amended.

VIII. Governance:

The Early College established under this agreement will be governed by the WHCS, its Principal and School Board, UNM President or designee the POJ, and its Governor and Tribal Council.

The school is subject to tribal, district, state and federal policies and requirements as well as the North Central Commission on Colleges and University accreditation standards.

IX. Effective Date

In witness thereof, the parties have duly approved this memorandum of understanding,
Executed in three original counterparts on this 27th date of May, 2008.

University of New Mexico

By: 

Dr. David W. Schmidly, President

Pueblo of Jemez

By: 

Paul S. Chinana, Governor

Walatowa High Charter School

By: 

Ryan Toya, School Board President

By: 

Tony Archuleta, Principal

STATEWIDE DUAL CREDIT MASTER AGREEMENT

September 2010

NEW MEXICO SECONDARY AND POSTSECONDARY DUAL CREDIT PROGRAM

MEMORANDUM OF AGREEMENT

Between The Institute of American Indian Arts (POSTSECONDARY INSTITUTION)

and Walatowa High Charter 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 course 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, POSTSECONDARY INSTITUTIONS, and off-campus centers as determined by the LEA 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 Transcribing 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 hard copy. 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

Dual credit status shall neither enhance nor diminish on-campus liabilities for the LEA or POSTSECONDARY INSTITUTION. Management of risk and liabilities shall be in accordance with the LEA and POSTSECONDARY INSTITUTION policies and codes of conduct.

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 POSTSECONDARY 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 act jointly upon Council recommendations; their joint 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, and 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 hard copy;
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. Responsibility 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 transcripts in accordance with the 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 and 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 POSTSECONDARY 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 the 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;
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 on 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 methods.

3. Dual Credit Courses Offered at High School

Upon the 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.

C. 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 STUDENTS participating in Dual Credit include:

1. the rights and privileges equal to those extended to LEA and POSTSECONDARY INSTITUTION students, unless otherwise excluded by any section of this Agreement;
2. the use of the POSTSECONDARY INSTITUTION 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.

APPENDIX For Dual Credit Program Master Agreement between Walatowa High Charter School (LEA) and / The Institute of American Indian Arts (Postsecondary)

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, 2011 to June 30, 2012. 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 this Agreement shall be submitted by the LEA to PED within 10 days of approval.

POSTSECONDARY INSTITUTION	APPROVED LEA
THE INSTITUTE OF AMERICAN INDIAN ARTS	WALATOWA HIGH CHARTER SCHOOL
Postsecondary Name	LEA Name
DR. ROBERT MARTIN	ARROW WILKINSON
Postsecondary Representative Name	LEA Representative Name
PRESIDENT	PRINCIPAL
Postsecondary Representative Title	LEA Representative Title
Postsecondary Representative Signature	 LEA Representative Signature
Date	<u>2/27/11</u> Date

AGREEMENT

THIS AGREEMENT, # 12-950-1050-0019, is entered into by and between the State of New Mexico Higher Education Department, hereinafter referred to as the "DEPARTMENT," and **Walatowa Charter High School**, a public entity, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the DEPARTMENT is the state agency designated to administer the GEAR UP program which provides development, support, and resources necessary to increase direct student services and academic interventions to over 5,000 students in 29 high schools across the state.

WHEREAS, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program,

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement.

This Agreement shall become effective when signed by both parties, but no earlier than July 1, 2011 and shall terminate on **June 30, 2012**, unless terminated pursuant to Article VI, *infra*. This agreement, including all extensions and amendments, shall not exceed a total of one year.

II. Statement of Work.

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **\$45,000.00**. The annual budget is attached hereto as "**EXHIBIT B – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

IV. Payment.

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "**EXHIBIT B.**" The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number and should be mailed to **Kerri Segell at NMHED/GEAR UP, 2048 Galisteo, Santa Fe, NM 87505**. The CONTRACTOR'S failure to submit such payment vouchers, invoices and supporting documentation within thirty days after

they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

V. Return of Funds.

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

VI. Appropriations.

This agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature and/or The U.S. Department of Education.

VII. Termination of Agreement.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to intended date of termination.

By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

VIII. Funds Accountability.

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

IX. Maintenance of Records.

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.

X. Confidentiality.

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.

XI. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XII. Assignment.

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DEPARTMENT.

XIII. Applicable Law.

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

XIV. Acquisition of Property.

The parties agree that neither party shall acquire any property as the result of this Agreement.

XV. Liability.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XVI. Execution of Documents.

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

XVII. Sub-Contracts.

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

XVIII. Equal Opportunity Compliance.

The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States shall, on the grounds of race, religion, color,

national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

XIX. Workers' Compensation.

The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the DEPARTMENT.

XX. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

IN WITNESS WHEREOF, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

CONTRACTOR:



Contractor

Tony Archuleta, Principal

Printed Title of Authorized Signatory

Date: 6/21/2011

DEPARTMENT:

Dr. Jose Garcia
Secretary of Higher Education

Date: _____

*SAN DIEGO RIVERSIDE CHARTER SCHOOL
504 Mission Road PO Box 99
Jemez Pueblo, New Mexico 87024
Phone: 575.834.7419 • Fax: 575.834.9167*

Mr. Arrow Wilkinson, Principal
Walatowa High Charter School
PO Box 669
Jemez Pueblo, New Mexico 87024

RE: Affirmation of Partnership with Walatowa High Charter School

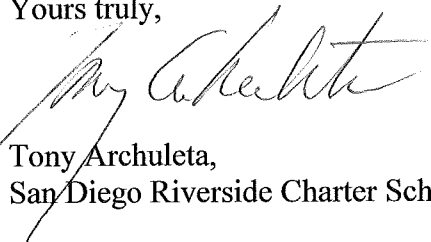
September 16, 2011

Dear Mr. Wilkinson:

As Principal of the San Diego Riverside Charter School and on behalf of our students and staff, I would like convey our desire to continue the exciting collaboration and partnership between our respective charter schools. Since the introduction of the Gear Up Program in 2006 at SDRCS, and the Tribal Education Department Professional Development Collaborative, our schools have worked effectively together in middle school transition planning and language/cultural curriculum planning to benefit students. The interaction between our respective instructional staffs has helped to strengthen our school improvement efforts.

We look forward to future successful collaboration with WHCS and reinforcing the educational pipeline between our programs.

Yours truly,



Tony Archuleta,
San Diego Riverside Charter School, Principal

Community and Institutional Partnerships

The primary focus of the school is to provide a substantial college preparatory curriculum. To support this focus, Walatowa High Charter School and its tribal partner, Pueblo of Jemez Tribal Education have cultivated a wide range of collaborative arrangements to benefit students' access to innovative resources. These consist of academic institutions, community organizations and government agencies and programs already working effectively within the pueblo community. The charter school's institutional and programmatic relationships have expanded the variety of high-quality, instructional experiences the school is able to offer WHCS students. The list of WHCS' academic partners include:

The University of New Mexico at Los Alamos

Central New Mexico Community College

Center for Native Education at Antioch University

New Mexico Indian Education Department

Jemez Tribal Education Department

Zia Tribal Education Department

Jemez Human Health Services

New Mexico State University

New Mexico Highlands University

University of California system

Southwestern Indian Polytechnic Institute

University of Colorado at Boulder

Colorado State University

Northern New Mexico College

ZIA Health Dept. 5 Sandoval,

Eastern New Mexico University

CU-Youth Group

Chaco Canyon

Caldera Monument

Jemez Monument

Zia History Museum

New Mexico Rail Runner

Sandoval Easy Express

National Honor Society