

DUAL CREDIT MEMORANDUM OF AGREEMENT

Between New Mexico State University Alamogordo
and Gallup-McKinley County Schools (LEA)

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 Memorandum of 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 schools, state-supported schools, and bureau of Indian education-funded high schools) (*hereafter* LEA), high school students who attend secondary schools, and the campus of New Mexico State University indicated above (*hereafter* NMSU). The LEA may complete agreements with multiple postsecondary institutions. NMSU 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 NMSU 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

This 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, NMSU, students, and the students' 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 (except physical education activity courses) 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 NMSU shall determine a list of academic and career technical courses eligible for dual credit for inclusion into the Appendix. Should there be disagreement between the LEA and NMSU about the list of courses, NMSU has final authority over the courses to be listed. The Appendix shall indicate 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.

Location: Dual credit courses may be offered at LEAs, NMSU, and off-campus centers as determined by the LEA in collaboration with NMSU. Dual credit courses may be delivered during or outside of LEA hours.

NMSU may offer dual credit courses via distance learning (online, hybrid, Cyber Academy) 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 NMSU 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 NMSU credit and be congruent with the NMSU's normal offerings. Classes offered in LEA settings shall conform to the NMSU's academic standards. Faculty for all dual credit courses shall be approved by NMSU in accordance with the *Regents Policy Manual* and *Administrative Rules and Procedures of NMSU*. 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 NMSU 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 NMSU representative prior to enrolling in a dual credit course;
3. is a high school junior or senior; exceptions can be made based on criteria such as grade point average (GPA), scores on the ACT or other qualifying exam, curricular needs,

- achievement, and enrollment in an early college high school;
4. meets NMSU requirements to enroll as a dual credit student, and;
 - a. to be enrolled in career technical education (CTE) courses, the student must meet the minimum GPA requirement of the NMSU campus.
 - b. to be enrolled into dual credit courses that are part of a program of study leading to a baccalaureate degree, high school students must meet the minimum GPA requirements and be college ready as indicated by the Accuplacer or other college placement exam.
 - c. NMSU campuses may grant exception to these admission criteria.
 5. maintain a cumulative NMSU GPA of 2.0 or better.

4. Course Approval

Approval for dual credit shall be by the LEA and NMSU advisors on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. NMSU may limit the number of courses in which a student may enroll.

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 NMSU 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's request for enrollment in dual credit courses and the review and approval process within the LEA and NMSU. LEAs and NMSU shall provide the form to eligible students and appropriate LEA staff online and in hard copy. 6.30.7.12 NMAC specifies Form content.

9. State Reporting

The LEA and NMSU 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 NMSU. Management of risk and liabilities shall be in accordance with the LEA and NMSU policies and codes of conduct.

Personal for the student shall be equal to those of NMSU students.

11. Appeals

Each student, LEA, and NMSU has the right to appeal decisions concerning the dual credit program.

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

The Dual Credit Council (Council) shall administer an appeals process for LEA and NMSU 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 NMSU, secondary school, and students participating in the dual credit program to ensure adequate participation by each party.

A. RESPONSIBILITIES AND DUTIES OF NMSU

1. Admission and Enrollment of Students

NMSU 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;
2. collaborate with the LEA to reach agreement on admission and registration of eligible dual credit students for the stated semester; final authority on admission and registration of students rests with NMSU.
3. provide advisement to ensure each student is on a degree and/or certificate pathway and review the appropriateness of each student's enrollment in a course prior to registration in terms of academic readiness, age requirements, and programmatic issues;
4. provide the Form to eligible students and appropriate LEA staff online and in hard copy;
5. approve or disapprove the Form each semester based on each student's degree and/or certificate pathway, prior coursework, career pathway, and/or academic readiness;
6. provide a copy of each approved Form to the appropriate LEA representative;
7. 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;
8. 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 NMSU courses and the importance of satisfactorily completing the NMSU credits attempted in order for dual credit to be awarded;
9. inform students at the start of the course of course requirement information, which includes

- course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information; and
10. advise parents of federal Family Educational Rights and Privacy Act (FERPA) rules.

2. Responsibility for Funding Dual Credit

NMSU shall work with the state to devise a fair and sustainable model for funding dual credit courses, but in the meantime, shall:

1. waive all general fees for high school students taking dual credit courses;
2. waive tuition for high school students taking dual credit courses; and

3. Reporting of Student Records

NMSU 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 NMSU 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 NMSU transcripts in accordance with the NMSU 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 NMSU to reach agreement on admission and registration of eligible dual credit students for the stated semester;
2. collaborate with NMSU to reach agreement on admission and registration of eligible dual credit students for the stated semester; final authority on admission and registration of eligible students shall rest with NMSU.
3. 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;
4. provide the Form to eligible students and appropriate LEA staff online and in hard copy;
5. approve the Form each semester based on each student's degree and/or certificate pathway, prior coursework, career pathway, and/or academic readiness;
6. provide information and orientation, in collaboration with NMSU, 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;
7. inform students of course requirement information which includes course content, grading

- policy, attendance requirements, course completion requirements, performance standards, and other related course information;
8. notify NMSU if the student's official schedule of classes is in conflict with the school endorsed registration;
 9. 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);
 10. inform students in need of accommodations or other arrangements of the need to speak directly with the disabilities coordinator at NMSU;
 11. work collaboratively with NMSU to submit a student's request for change in registration according to NMSU policies and within officially published deadlines (e.g. add, drop, withdrawal); and
 12. 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.

4. 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 NMSU or other cost-efficient methods.

5. Dual Credit Courses Offered at High School

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

6. Reporting of Student Records

The LEA shall:

1. furnish an official high school transcript to NMSU if required by NMSU;
2. record, unchanged, the grade given to the dual credit student by NMSU 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 NMSU staff, including NMSU 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 the syllabus, 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 NMSU;
- 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 NMSU 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 NMSU staff; and
- 8. comply with NMSU 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 NMSU students, unless otherwise excluded by any section of this Agreement;
- 2. the use of NMSU library, course-related labs and other instructional facilities, use of NMSU programs and services such as counseling, tutoring, advising, and special services for the students with disabilities, and access to NMSU personnel and resources as required; and
- 3. the right to appeal, in writing to the LEA or NMSU, 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 NMSU. 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, 2024. 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. NMSU will collaborate with the LEA to generate the list of dual credit courses in the Appendix of the Agreement. However, NMSU will have final authority over which courses from the catalog will be offered as dual credit each semester. Modifications to the Appendix must be submitted to NMHED and PED by the end of each semester prior to the semester in which they would take effect. Again, NMSU has final authority over all modifications.



The LEA and NMSU 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 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.

APPROVED

POSTSECONDARY INSTITUTION	LEA
New Mexico State University Alamogordo	Gallup-McKinley County Schools LEA Name
Dr. Mark P. Cal Postsecondary Representative Name	Mike Hyatt LEA Representative Name
Associate Campus Director, Vice President for Academic Affairs Postsecondary Representative Title	Superintendent LEA Representative Title
 Postsecondary Representative Signature	 LEA Representative Signature
8/14/2023 Date	07-06-23 Date