

DUAL CREDIT MASTER AGREEMENT

Between the Regents of New Mexico State University (NMSU), specifically
Doña Ana Community College
and Hatch Valley High School (LEA)

PART I – GENERAL TERMS

A. APPLICATION AND SCOPE.

This Dual Credit Master Agreement (Agreement) applies to the above-named local education agency (LEA)¹, the students in attendance at the LEA, and the [Las Cruces] campus of NMSU. The LEA may complete agreements with multiple postsecondary institutions and NMSU may complete agreements with multiple LEAs. This Agreement supersedes all previous agreements.

This Agreement: (1) sets forth the terms and conditions for eligible courses, academic quality of dual credit courses, student eligibility, course approval, course requirements, required content of the Dual Credit Request Form (Form), state reporting, liabilities of the parties, and student appeals; and (2) sets forth the roles, responsibilities and liabilities of the LEA, NMSU, the students and the students' family.

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, 21-1-1B, 21-13-19 and 22-13-1.4 NMSA 1978, as amended and Section 6.30.7 NMAC, as amended.

D. PURPOSES.

The primary purpose of this dual credit program is 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, especially those from underrepresented groups, to consider academic or career technical higher education. As research indicates, 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

¹ An LEA is a district, as defined in §6.29.1.7 NMAC (i.e. a public school district, a state-chartered charter school or a state educational institution), or a bureau of Indian education-funded high school.

workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to both rural and urban students.

E. ELIGIBILITY AND APPROVAL.

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 1978, as amended.

NMSU and the LEA will collaborate to generate a list of academic and career technical courses which list shall become an Appendix to this Agreement. NMSU will have final authority over which courses from the NMSU catalog will be offered as a dual credit course each semester. The list shall be dated and include: the name of the LEA; the subject, title and number of each course; the location where the course will be delivered; and the semester it will be offered.

The LEA shall electronically submit to the New Mexico Higher Education Department (NMHED) and the New Mexico Public Education Department (PED) the original Appendix when the Agreement is signed. Thereafter, the LEA shall electronically submit to the NMHED and the PED all subsequent modifications to the Appendix by the end of each semester prior to the semester in which the modifications will take effect.

Dual credit courses may be offered at the LEA, at NMSU and at off-campus centers as determined by the LEA in collaboration with NMSU.

Dual credit courses may be delivered during or outside of LEA's normal operating hours.

In accordance with §6.30.7.8 NMAC, NMSU may offer dual credit courses via distance learning (online, hybrid, Cyber Academy) as this option becomes available and cost-effective. All dual credit course rules will apply to courses offered via distance learning and the LEA and NMSU shall be subject to any additional, applicable rules pertaining to distance learning.

2. Academic Quality of Dual Credit Courses.

College courses eligible for dual credit shall meet the rigor for NMSU credit and be congruent with NMSU's normal offerings. Classes offered in the LEA's settings shall conform to NMSU's academic standards. Faculty for all dual credit courses shall be approved by NMSU in accordance with the *Regents Policy Manual* and the *Administrative Rules and Procedures of NMSU*. Dual credit courses must meet PED 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 semester if the student:

- a. is enrolled during the fall and winter in an LEA in one-half or more of the minimum course requirements approved by PED for public school students under its jurisdiction or is 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);
- b. 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 the NMSU representative prior to enrolling in a dual credit course;
- c. 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);
- d. meets NMSU requirements to enroll as a dual credit student, provided that:
 - i. to be enrolled in career technical education (CTE) courses, the student must meet the minimum GPA requirement of the particular NMSU campus;
 - ii. to be enrolled in dual credit courses that are part of a program of study leading to a baccalaureate degree, the student must meet the minimum GPA requirements of the particular NMSU campus and be college ready as indicated by the Accuplacer or other college placement exam; and
 - iii. NMSU campuses may grant exceptions to these admission criteria;
- e. maintains 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 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. Appeals.

The LEA and NMSU have the right to appeal to the Dual Credit Council (Council)² on issues related to implementing the dual credit program, agreement, and rules. The Council shall also 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.

Each student has a right to appeal, in writing, to the LEA or NMSU, as applicable, any decision pertaining to enrollment in the dual credit program.

8. Course Transcribing Ratios.

Unless otherwise approved by the NMHED and PED cabinet secretaries, 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.

9. Dual Credit Request Form (the Form).

Each semester the 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. The LEA and NMSU shall provide the form to eligible students and appropriate LEA staff online and in hard copy. The Form content shall be as specified in §6.30.7.12 NMAC.

10. State Reporting.

The LEA and NMSU shall retain educational records in accordance with New Mexico and federal statutes and record retention regulations. 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.

11. Liabilities of the 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's policies and codes of conduct. Personal liabilities for the student shall be equal to those of regular NMSU students.

² The Council is an advisory group consisting of staff of the PED and NMHED departments that issues recommendations to the NMHED and PED cabinet secretaries regarding dual credit issues. (see §6.30.7.7.H and §6.30.7.11.E.)

PART II – RIGHTS AND RESPONSIBILITIES OF THE PARTIES

A. NMSU

1. Admission and Enrollment of Students.

NMSU shall:

- a. 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;
- b. collaborate with the LEA to reach agreement on admission and registration of eligible dual credit students for the stated semester (NMSU will have the final authority on admission and registration of students);
- c. 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;
- d. provide the Form to eligible students and appropriate LEA staff online and in hard copy;
- e. 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;
- f. provide a copy of each approved Form to the appropriate LEA representative;
- g. 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;
- h. 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;
- i. 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
- j. 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:

- a. waive all general fees for high school students taking dual credit courses; and
- b. waive tuition for high school for high school students taking dual credit courses.

3. Reporting of Student Records.

NMSU shall:

- a. 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;
- b. track the progress of dual credit enrolled students on the issue of academic performance and provide reports, as needed, to the LEA;
- c. 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;
- d. release, at the request of the student, official NMSU transcripts in accordance with NMSU transcript request practices;
- e. provide final grades to the LEA for each dual credit student;
- f. deliver final grades for all dual credit students to the LEA with sufficient time to be included with final grades;
- g. comply with data collection and reporting provisions in §6.30.7.12 NMAC; and
- h. retain educational records in accordance with New Mexico statutes and record retention regulations as per §1.20.3 NMAC.

B. LEA.

1. Admission and Enrollment of Students.

The LEA shall:

- a. designate a representative to collaborate with NMSU to reach agreement on admission and registration of eligible dual credit students for the stated semester;
- b. collaborate with NMSU to reach agreement on admission and registration of eligible dual credit students for the stated semester (NMSU shall have final authority on admission and registration of eligible students);
- c. employ a method of qualifying the student for dual credit based on factors which may include academic performance review, use of a next step plan, assessments, advisement and career guidance, and therefore recommend enrollment at NMSU with evidence that the student has the appropriate skills and maturity to benefit from the instruction requested;

- d. 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;
- e. provide the Form to eligible students and appropriate LEA staff online and in hard copy;
- f. approve the Form each semester based on each student's degree and/or certificate pathway, prior coursework, career pathway, and/or academic readiness;
- g. 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;
- h. inform students of course requirement information which includes course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information;
- i. notify NMSU if the student's official schedule of classes is in conflict with the school-endorsed registration;
- j. 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);
- k. inform students in need of accommodations or other arrangements of the need to speak directly with the disabilities coordinator at NMSU;
- l. 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
- m. make it clear to students that if they fail or withdraw from dual credit courses 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's 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 in which the dual credit student is enrolled through purchase arrangements with the bookstore at NMSU or other cost-efficient methods.

5. Dual Credit Courses Offered at LEA.

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

6. Reporting of Student Records.

The LEA shall:

- a. furnish an official high school transcript to NMSU if required by NMSU;
- b. record, unchanged, the grade given to the dual credit student by NMSU on each student high school transcript;
- c. retain educational records in accordance with New Mexico and federal statutes and record retention regulations; and
- d. comply with data collection and reporting provisions in §6.30.7.12 NMAC.

C. STUDENTS AND PARENTS/GUARDIANS.

1. Admission and Enrollment of Students.

For a student to be accepted and enrolled into a dual credit program, the Student shall:

- a. 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;
- b. 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;
- c. meet the prerequisites and requirements of the course(s) to be taken;
- d. complete the form available online or in hard copy from the LEA or NMSU;
- e. obtain approval for enrolling in the dual credit program each semester by acquiring all necessary signatures on the Form;
- f. register for courses during NMSU standard registration periods (*note: enrollments shall not be permitted after the close of posted late registration*);

- g. 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
- h. comply with NMSU and LEA student codes of conduct and other institutional policies.

2. Rights and Privileges of Student.

The rights and privileges of students participating in the dual credit program include:

- a. the rights and privileges equal to those extended to LEA and NMSU students, unless otherwise excluded by any section of this Agreement;
- b. 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 students with disabilities, and access to NMSU personnel and resources as required; and
- c. the right to appeal, in writing, to the LEA or NMSU, as applicable, any decision pertaining to enrollment in the dual credit program.

3. Responsibility for Funding Dual Credit.

The student shall:

- a. return the textbooks and unused course supplies to the LEA when the student completes the course or withdraws from the course (subject to the provisions of Subsection B of Section 22-15-10 NMSA 1978 regarding lost or damage instructional material);
- b. 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
- c. be responsible for course-specific fees (e.g. lab and computer fees).

4. Confidentiality of Student Records.

- a. Student educational records created as a result of this Agreement shall be retained and disseminated in accordance with FERPA requirements.
- b. Participation in dual credit courses requires signature by the student and, if applicable, the parent or guardian of the student, on the Form for compliance with FERPA regulations.

5. LEA and NMSU 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 III – TERM AND FILING OF AGREEMENT.



A. TERM.

The initial term of this Agreement shall be from July 1, 2023 to June 30, 2025. With the exception of the Appendix, neither party may alter or modify this Agreement. 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.

B. FILING.

The LEA shall submit to PED a fully executed copy of this Agreement within 10 days of approval as shown by the date of last signature.

APPROVED

POSTSECONDARY INSTITUTION	LEA
<u>NMSU - Doña Ana Community College</u> Regents of New Mexico State University	<u>Hatch Valley High School</u> LEA Name
<u>Dr. Mónica Torres</u> NMSU Representative Name	<u>Michael Chavez</u> LEA Representative Name
<u>President, Doña Ana Community College</u> NMSU Representative Title	<u>Superintendent</u> LEA Representative Title
 NMSU Representative Signature	 LEA Representative Signature
<u>May 16, 2023</u> Date	<u>May 23, 2023</u> Date

