



STATEWIDE DUAL CREDIT MASTER AGREEMENT
July 15, 2009

NEW MEXICO SECONDARY AND POSTSECONDARY DUAL CREDIT PROGRAM

MEMORANDUM OF AGREEMENT

Between _____ (POSTSECONDARY INSTITUTION)
and _____ (DISTRICT)

Note

SB 943 (Laws 2007, Chapter 227) creates a dual credit program in state statute. The master agreement goes into effect beginning the 2008-2009 school year. Affected parties must refer to 6.30.7 New Mexico Administrative Code (NMAC) or 5.55.4 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 all public school districts, including a charter school or charter school district, a state-supported educational institution and a state-chartered school (*hereafter* District, as defined in the dual credit rule), high school students who attend district schools and public postsecondary institutions (*hereafter* Postsecondary Institution) in New Mexico. Districts and postsecondary institutions are required to implement rules no later than the beginning of the 2008-2009 school year. Districts may complete agreements with multiple postsecondary institutions. Refer to 6.30.7 NMAC and 5.55.4 NMAC for definitions.

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 Laws 2007, Chapter 227 and Laws 2008, Chapter 14 (SB943 and SB31), state rules 6.30.7 NMAC and 5.55.4 NMAC, and statutes Section 22-2-1, 22-2-2, 9-24-8, 9-25-8, 21-1-1.2 NMSA 1978.

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, and they provide students an early glimpse of college life. The programs may also encourage more students to consider 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.

In New Mexico, dual credit opportunities have existed for years. Until now, there has been no statewide consistency in the arrangements, meaning that some students have had better or more economical access to dual credit courses than others. There has also been no reliable system of collecting or disseminating data on enrollment in dual credit classes or on the effect that these classes have on student achievement or degree completion.

As a result, the 2007 Legislature passed and the Governor signed legislation (Laws 2007, Chapter 227) to provide a statutory framework for a dual credit program. This framework:

- specifies the program and the kinds of courses the program may include;
- defines student eligibility;
- requires uniform administrative procedures; and
- provides a uniform funding mechanism that requires a contribution from each party involved: the district, the postsecondary institution, and the student and student's family.

This legislation also corresponds to other initiatives enacted during the 2007 session: the Cyber Academy Act, which will facilitate distance education as a means of offering courses for dual credit; and the high school redesign legislation, which requires secondary schools to offer options for course delivery, including dual credit and distance education. In 2008, the Legislature revised the dual credit program by extending eligibility to students at state-supported schools; in addition, all eligible students may take dual credit courses during the summer if they meet minimum requirements.

Finally, the statutory provisions establish the basis for this agreement and for rules promulgated by the New Mexico Higher Education Department (NMHED) and Public Education Department (PED). Together with the statute, these documents will offer New Mexico high school students equitable opportunities to enrich their high school experiences and to begin their postsecondary education.

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 district, the postsecondary institution, student, and the student's family.

1. Eligible Courses

College courses that are academic or career technical but not remedial or developmental and that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for dual credit.

Dual credit courses may be taken as elective high school credits. Dual credit courses may satisfy the requirements of high school core courses when the PED standards and benchmarks are met and curriculum is aligned to meet postsecondary requirements.

Dual credit courses may substitute for high school core courses when the Dual Credit Council (hereafter Council) determines there are exigent circumstances. For example, there is limited high school capacity, staff, space, or scheduling and the NMHED and PED cabinet secretaries approve the Council recommendation.

The DISTRICT 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 contain the higher education common course number, if applicable, course subject and number, course title, and location of course delivery. The DISTRICT shall annually submit the appendix to NMHED and PED (Subsection B of 5.55.4.9 NMAC still applies). NMHED and PED shall post the appendix on their respective websites and update the appendix as needed.

Dual credit courses may be offered at DISTRICTS, POSTSECONDARY INSTITUTIONS, and off-campus centers as determined by the DISTRICT in collaboration with the POSTSECONDARY INSTITUTION offering the courses. Dual credit courses may be delivered during or outside of DISTRICT hours.

The POSTSECONDARY INSTITUTION may offer dual credit courses via distance learning (ITV, online, hybrid, correspondence) in accordance with 6.30.7.8 NMAC and 5.55.4 NMAC as this option becomes available and cost-effective. All dual credit course rules apply. The DISTRICT and POSTSECONDARY INSTITUTION participating in the Cyber Academy shall be subject to applicable rules pertaining to it.

The DISTRICT and POSTSECONDARY INSTITUTION shall be allowed to continue current practices regarding core courses offered for dual credit until the Council issues its recommendations or no later than the beginning of the 2009-2010 school year, the time that dual credit courses become a high school graduation requirement.

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 DISTRICT settings shall conform to the POSTSECONDARY INSTITUTION's academic standards. Faculty for all dual credit courses shall be approved by the POSTSECONDARY INSTITUTION.

3. Student Eligibility

The DISTRICT 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 DISTRICT in one-half or more of the minimum course requirements approved by PED for public school students;
2. obtains permission from the DISTRICT representative (in consultation with the student's individualized education program team, as needed), the student's parent or guardian, 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 DISTRICT 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 equal to 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 secretaries of NMHED and PED, one SECONDARY SCHOOL credit shall be awarded for the successful completion of three credit hours of POSTSECONDARY INSTITUTION instruction for elective courses not comparable to existing DISTRICT elective courses. If the DISTRICT and POSTSECONDARY INSTITUTION determine that a different ratio is warranted for a particular dual credit course comparable to DISTRICT core courses in order to meet PED standards and benchmarks, they may appeal to the Council, which may recommend a different ratio to the secretaries of PED and NMHED. The joint decision of the NMHED and PED cabinet secretaries will 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 DISTRICT and POSTSECONDARY INSTITUTION. DISTRICTS and POSTSECONDARY INSTITUTIONS shall provide the form to eligible students and appropriate DISTRICT staff online and in hard copy. The form appears at the end of this Agreement. 6.30.7.12 NMAC and 5.55.4.12 NMAC specify Form content.

9. State Reporting

The DISTRICT and POSTSECONDARY INSTITUTION shall retain educational records in accordance with New Mexico statutes and record retention regulations as per 1.20.2 NMAC and 1.20.3 NMAC. NMHED and PED shall verify and reconcile the respective dual credit reports 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 and 5.55.4.12 NMAC.

10. Liabilities of Parties

Dual credit status shall neither enhance nor diminish on-campus liabilities for the DISTRICT or POSTSECONDARY INSTITUTION. Management of risk and liabilities shall be in accordance with the DISTRICT 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, DISTRICT, and POSTSECONDARY INSTITUTION has the right to appeal decisions concerning the dual credit program.

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

The Dual Credit Council (Council) shall administer an appeals process for DISTRICT 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 NMHED and PED Cabinet Secretaries. The NMHED and PED 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 DISTRICT, the required academic standing of each student eligible to participate in the dual credit program.
3. collaborate with the DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT, 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 DISTRICT, within the first thirty days of the academic term, access to each student's official schedule of classes as verification of registration. The DISTRICT 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 DISTRICT;
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 DISTRICT for each dual credit student;
6. deliver final grades for all dual credit students to the DISTRICT 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 5.55.4.12 NMAC.

B. RESPONSIBILITIES AND DUTIES OF THE DISTRICT

1. Admission and Enrollment of Students

The DISTRICT 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 formulation of annual Next Step Plans;
6. provide the Form to eligible STUDENTS and appropriate DISTRICT 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;

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

4. Reporting of Student Records

The DISTRICT 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 statutes and record retention regulations as per 1.20.2 NMAC; 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 DISTRICT 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 DISTRICT 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 DISTRICT and POSTSECONDARY INSTITUTION staff; and
8. comply with the POSTSECONDARY INSTITUTION and DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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, 20____ to June 30, 20____. 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 DISTRICT, 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 DISTRICT and POSTSECONDARY INSTITUTION providing dual credit programs shall complete the Agreement and the DISTRICT shall submit the completed Agreement to PED.

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

B. FILING

A fully executed copy of this Agreement shall be submitted by the DISTRICT to PED within 10 days of approval.

APPROVED	
POSTSECONDARY INSTITUTION	DISTRICT
Postsecondary Name	District Name
Postsecondary Representative Name	District Representative Name
Postsecondary Representative Title	District Representative Title
Postsecondary Representative Signature	District Representative Signature
Date	Date

