STATEWIDE DUAL CREDIT MASTER AGREEMENT
February 16, 2023

NEW MEXICO SECONDARY AND POSTSECONDARY DUAL CREDIT PROGRAM

MEMORANDUM OF AGREEMENT
Between Central New Mexico Community College

and Cottonwood Classical Preparatory School

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* CNM). The LEA may complete agreements with multiple postsecondary institutions. CNM 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, CNM, 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 CNM 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.

CNM will post its appendix online at www.cnm.edu/depts/outreach/dual-credit/dual-credit-forms under the title "STARS Addendum."

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

CNM may offer dual credit courses via distance learning (online, hybrid, correspondence,) 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 CNM 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 CNM credit and be congruent with CNM's normal offerings. Classes offered in LEA settings shall conform to CNM's academic standards. Faculty for all dual credit courses shall be approved by CNM.
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 CNM 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 CNM 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. LEA is required to check the weekly enrollment report sent out by CNM to determine if the student is still registered at the high school and has permission to take the dual credit courses. Failure to check enrollment reports will result in the LEA being responsible for any textbook costs accrued by students that the LEA has not requested to be dropped.

3. Students must meet CNM requirements to enroll as a dual credit student.

4. Course Approval

Approval for dual credit shall be by the LEA and CNM 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. Approval for courses are given through the weekly enrollment report. If the LEA is giving approval for the course no communication is needed. If the LEA is not giving approval for the course the LEA must notify CNM through the enrollment report that the student needs to be dropped. LEAs should notify CNM to drop a student within the first week of the dual credit course so the student doesn't earn a "Withdrawal" on his or her college transcript.

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. LEAs may not prevent students from attending during summer semesters.

7. Course Transcripting Ratios

Unless otherwise approved by the cabinet secretaries of higher education and public education departments, successful completion of three credit hours of postsecondary instruction shall result in the awarding of one high school unit for said completed postsecondary course. If the LEA and CNM 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. State Reporting

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

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

11. Appeals

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

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

The Dual Credit Council (Council) shall administer an appeals process for LEA and CNM 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 CNM, SECONDARY SCHOOL, and STUDENTS participating in the dual credit program to ensure adequate participation by each party.

A. RESPONSIBILITIES AND DUTIES OF CNM

1. Admission and Enrollment of Students

CNM shall:

1. provide each LEA with a weekly electronic enrollment report that will list all of the students registered for dual credit and will include the following information for each student registered:
    a. Course name, course number and reference number
    b. Schedule of when course is held and campus location
    c. Credit hours for the course
    d. Start and end dates of the course
    e. Student's high school graduation date
    f. Information on if the course includes an electronic textbook (listed as includeEd on the report)
2. provide students access to a placement test (Accuplacer) to help determine if the student is academically ready to take a college course.
3. provide students access to an academic coach who can help coach students in career pathways and study skills.
4. 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 CNM courses and the importance of satisfactorily completing the CNM credits attempted for dual credit to be awarded;
5. 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
6. advise parents of the Federal Family Educational Rights and Privacy Act (FERPA) rules.

2. Responsibility for Funding Dual Credit

CNM shall:

1. waive registration fees for dual credit courses;
2. waive tuition for high school students taking dual credit courses;

3. Reporting of Student Records

CNM shall:

1. provide the LEA with a weekly enrollment report up to the last week to drop classes as verification of registration. The LEA shall notify CNM if the report is in conflict with the school endorsed registration;
2. 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;
3. release, at the request of the student, official CNM transcripts in accordance with the CNM transcript request practices; and
4. provide final grades to the LEA for each dual credit student;
5. 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
6. 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 CNM to reach agreement on admission and registration of eligible dual credit students for the stated semester;

2. determine, in collaboration with CNM, the required academic standing for students eligible to participate in the dual credit program;
3. collaborate with CNM 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 CNM 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. View the weekly enrollment reports sent by CNM to verify students are still registered at the LEA and eligible to take the dual credit class they have registered for.
7. provide information and orientation, in collaboration with CNM, 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;
8. inform students of course requirement information which includes course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information;
9. notify CNM if the student's official schedule of classes is in conflict with the school endorsed registration;
10. review the weekly dual credit enrollment report every week and notify CNM to drop students no longer attending their high school. If LEA fails to do so, LEA will be responsible for textbook fees for students not dropped.
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 CNM;
13. work collaboratively with CNM to submit a student's request for change in registration according to CNM 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. <u>Responsibility for Funding Dual Credit</u>

The LEA shall:

Pay the cost of the required textbooks, including all electronic textbooks and other course supplies for the postsecondary course the dual credit student is enrolled per dual credit administrative rule and legislation (6.30.7.8 NMAC). Purchase arrangements can be made with the bookstore at CNM for physical textbooks. Third-party payment arrangements must be setup with the cashier's office for includED digital textbook fees.

3. <u>Dual Credit Courses Offered at High School</u>

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

4. <u>Reporting of Student Records</u>

The LEA shall:

1. furnish an official high school transcript to CNM if required by CNM;

2. record, unchanged, the grade given to the dual credit student by CNM 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 CNM staff, including CNM 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 all required forms available online or in hard copy from the LEA or CNM;
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 CNM 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 CNM staff; and
8. comply with CNM 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 CNM students, unless otherwise excluded by any section of this Agreement;
2. the use of the CNM library, course-related labs and other instructional facilities, use of CNM programs and services such as counseling, tutoring, advising, and special services for the students with disabilities, and access to CNM personnel and resources as required; and
3. the right to appeal, in writing to the LEA or CNM, 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 CNM Calendars

STUDENTS earning dual credits shall abide by the regular operating calendars, schedules and associated requirements of the LEA and CNM. 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 February 16, 2023 to June 30, 2028. 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 CNM, 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 CNM 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 CNM 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.

APPROVE

CENTRAL NEW MEXICO COMMUNITY COLLEGE	COTTONWOOD CLASSICAL PREPARATORY SCHOOL
Sydney Gunthorpe Vice President for Academic Affairs	John Binnert Executive Director
2/16/23 Date	Date