

Dual Credit Agreement

MEMORANDUM OF UNDERSTANDING

November 18, 2022

Between

Diné College, Tribally Controlled College or University

AND

Many Farms High School, Bureau of Indian Education-Funded Secondary Schools

1. Purpose of Agreement

The purpose of this agreement is to increase education options by providing dual credit opportunities to eligible students enrolled at BIE-funded Secondary Schools, referred to as BIE Secondary Schools in this document. This agreement provides access for students at BIE Secondary Schools to enroll in college-level academic or technical career courses offered at Haskell Indian Nations University or Southwestern Indian Polytechnic Institute (BIE-funded Postsecondary Institutions), referred to as BIE Postsecondary Institutions, or Tribally Controlled Colleges or Universities (TCUs).

This initiative encourages eligible students at BIE Secondary Schools to simultaneously earn transferable credit toward high school graduation, and a postsecondary degree or a technical career certificate using dual credit courses.

Dual credit courses include college-level courses and technical career certificates, but do not include remedial, physical education, or developmental courses.

2. Term of Agreements

This agreement is effective for two years from the date of execution and can be renewed.

The Director, BIE, delegates' authority to the School Principals to enter into and approve this MOU for Bureau-Operated Schools, Navajo Schools and Tribally-Controlled Schools, and to route the final signed agreement to the appropriate Associate Deputy Director (ADD) which the school reports to, i.e., Bureau Operated Schools, Navajo Schools and Tribally-Controlled Schools, for information purposes only.

The Presidents of the BIE Postsecondary Institutions or Tribally Controlled Universities are also delegated authority to enter into and approve this agreement.

3. Renewal of Agreement

This agreement can be renewed for additional terms, upon agreement of the BIE POSTSECONDARY INSTITUTION and the BIE SECONDARY SCHOOL. Renewals shall be prepared jointly, with all party signatures.

Approved: Goal 4 Team – 10/7/2020; Office of Solicitor – 10/29/2020; Senior Leadership Product Review Edits – 3/3/2021; and to ensure consistency of reference terminology for Tribally Controlled Colleges and Universities working with BIE Secondary Schools as originally approved by Senior Leadership on 3/3/2021 – Final 5/27/21.

4. Responsibilities of Each Party

It is mutually agreed and understood that:

BIE Postsecondary Institutions (Haskell Indian Nations University, Southwestern Indian Polytechnic Institute) or Tribally Controlled Colleges and Universities will:

- A. Develop dual credit partnerships with BIE Secondary Institutions for the purpose of increasing educational options for students enrolled at these high schools using Dual Credit Programs, and will:
 - a. Determine the list of academic and career technical courses to be offered as dual credit in collaboration with the BIE Secondary Schools based on interest, enrollment, and capacity for delivery. Agreed upon courses will be identified in a “List of Courses Eligible for Dual Credit” and updated as needed;
 - b. Identify (1) how the class will be delivered, i.e., in person instruction or online delivery; (2) the technology capacity required to access the course, i.e., Internet access, a tablet, or laptop; and (3) the responsibility for providing access and textbooks to the dual credit student;
 - c. Classes designated as “in person instruction” will be delivered by faculty from Haskell, SIPI, and TCUs and offered on the campus of the respective institution. Travel time to and from classes will need to be considered in development of student schedules when enrolling in the “in person instruction”. It will be the responsibility of the student and high school to determine how transportation will be provided to and from the college campus;
 - d. Develop policy and procedures for enrollment for the Dual Credit Program at the BIE Postsecondary institutions or Tribally Controlled Colleges and Universities and provide BIE Secondary Schools with Dual Credit Admission and Enrollment resources;
 - e. Provide resources and information on the Dual Credit Program to BIE Secondary Schools for dissemination to prospective applicants, including information on the use of dual credit in earning transferable credit toward high school graduation and a postsecondary degree or technical career certificates, as well as the List of Courses Eligible for Dual Credit;
 - f. Provide timely notification of the admission decision to the prospective applicant by the respective BIE/TCU Postsecondary Institution Admissions Office;
 - g. Provide advising services to prospective Dual Credit students on required college prerequisites for the course, identify the textbooks or supplies needed and any fees required for admission, technology, library or lab;

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- h. Courses offered in the Dual Credit Program are 100-level or above and are transferable to Higher Learning Commission accredited institutions, with no remedial, physical education, or college preparation courses;
- i. Generally three credit hours of post-secondary instruction will result in the awarding of one high school unit for said completed post-secondary course,
- j. Participating BIE Secondary Schools and BIE Postsecondary Institutions and TCUs will maintain dual credit enrollment agreements and aggregate data on dual enrollment students for annual reporting requirements to State Education departments;
- k. Ensure timely issuance of postsecondary credits/grades to the BIE Secondary School for recording on the official high school transcripts, as well as the BIE Postsecondary Institution and Tribally Controlled Colleges and Universities Transcript;
- l. BIE Postsecondary Institutions and TCUs are required to comply with national accreditation association requirements for the delivery of distance education and obtain approval from the association, such as the Higher Learning Commission (HLC) *before* implementation of the delivery of distance education out-of-state, including delivery of dual credit out-of-state;
- m. It is recommended BIE Postsecondary Institutions utilize the services of national consortiums which manage compliance with state-specific policies required for out-of-state institutions delivering distance education, rather than the BIE/TCU postsecondary applying to each of the 24 states individually, in which BIE secondary schools are located.
- n. Membership to organizations, such as SARA – the State Authorization Reciprocity Agreement and payment of fees will improve efficiency in delivering distance education and meeting state requirements with support from SARA. Courses offered by Haskell, SIPI, TCUs will be reported on the college/university website, as well as the State SARA organization website.

BIE Funded Secondary Schools will:

- A. Develop partnerships with BIE Postsecondary Institutions or TCUs, for the purpose of increasing educational options for students at BIE Secondary Schools by using Dual Credit Program and will:
 - a. Determine the need of students in BIE Secondary Schools for academic and career technical courses that may be offered as dual credit in collaboration with the BIE Postsecondary Institutions, who will create a “List of Courses Eligible for Dual Credit” under this agreement;

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- b. Identify the technology capacity available for the student to access the course from home or the high school, as well as the ability of the Secondary School to provide Students access to a tablet, laptop or other required equipment using ESEA funds for “effective transitions for students from high school to postsecondary education” using Section 1121(d) [20 U.S.C. 6331] and Section 1112 (b)(10) [20 U.S.C. 6312(b)(10)].
- c. Promote dual credit enrollment as a strategy for simultaneously earning transferable credit toward high school graduation and a postsecondary degree or a career technical certificate;
- d. Develop policy and procedures for implementation of the Dual Credit Program for students at the BIE Secondary Schools, including scheduling for participation in Dual Credit, reporting absences, and entering grades at the end of each term;
- e. Disseminate resources and information on Dual Credit program provided by BIE Postsecondary Institutions and Tribally Controlled Colleges and Universities for prospective Dual Credit students, including the “List of Courses Eligible for Dual Credit” on BIE Postsecondary Institution and TCU websites, and State Authorized Reciprocal Agreements (SARA) websites upon approval;
- f. Review and final approval of prospective students enrolling in dual credit *prior to submission* to the BIE Postsecondary Institution or Tribally Controlled College or University. This review will determine whether the dual credit courses selected meet Graduation requirements in the State in which the BIE Secondary School is located, as well as BIE Graduation Requirements, and align with the student’s schedule;
- g. Support, monitor and intervene on behalf of Dual Credit students experiencing obstacles to success;
- h. Maintain dual credit enrollment agreements, maintain annual data on dual enrollment students and provide data required to State to document fulfillment of graduation requirements and for issuance of official high school transcript.

5. Payment

Fees for students enrolled in BIE Secondary School will be established by BIE Postsecondary Institutions or the Tribally Controlled College or University.

BIE Postsecondary Institutions or TCUs participating in State Tribal Dual Credit Programs may be eligible to waive student tuition and/or fees and to be reimbursed by the State for waiver of student tuition and/or fees.

It is recommended fees for Dual Credit Programs be awarded using ESEA funds for “effective transitions for students from high school to postsecondary education, Section 1121(d) [20 U.S.C. 6331] and Section 1112 (b)(10) [20 U.S.C. 6312(b)(10)]”.

6. Representative of the Parties:

Each party will designate a representative to serve as a Liaison for Dual Credit Programs, to deliver and receive notices and other communications, to manage the program and relationships between BIE Postsecondary Institutions, TCUs, and BIE Secondary Schools, to monitor receipt of fee payments and costs associated with the operation of the Dual Credit Program, to resolve student issues related to Dual Credit Programs, to work with State Authorization Reciprocity Agreement consortiums to approve proposed online courses, and to ensure fulfillment of accreditation requirements for online delivery of instruction are fully met.

As of the effective date of this MOU, the parties' representatives are:

BIE: Postsecondary Institutions

Office of the President, Diné College, P.O. Box C-08, Tsaile, AZ 86556.

Phone: (928) 724-6669

BIE: Secondary Institutions

Many Farms High School, PO Box 307, Many Farms, AZ 86538.

Phone: (928) 781-6226

7. Period of Agreement/Modification/Cancellation

This MOU shall be in effect upon signature of both parties. Any modification to this MOU must be by mutual consent and signed by both parties. Either party may terminate this MOU by giving written notice of at least 30 days in advance, with information provided to student on any repercussions. Dual credit agreements may not be terminated during a semester or school year for classes that are full-year.

8. Future Obligations

Nothing in this MOU may be construed to obligate the BIE or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this MOU obligate the BIE or the United States to spend funds on any particular project or purpose, even if funds are available.

C. Authorizing Signatures

_____	_____
Dr. Charles Roessel	Louise Donald
President, BIE/TCU College or University	Principal, Many Farms High School
Date:	Date:
_____	_____
Dr. Geraldine Garrity	Mr. Harry Claw
College Provost	School Board Official, BIE, Navajo
Date:	Date:

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