



August 8, 2023

Jhone Ebert  
Nevada Department of Education  
Superintendent of Public Instruction  
700 East Fifth Street  
Carson City, NV 89701

Ms. Ebert,

Mater Academy of Nevada (MAN) requests approval from the Nevada State Board of Education for dual enrollment courses from the University of Nevada, Reno, and Western Nevada College for high school credit.

At their most recent meeting, the Board of Directors approved an updated MAN Nevada Dual Enrollment Credit Correlation Guide for courses taken concurrently through the University of Nevada, Reno, College of Southern Nevada, and Western Nevada College. Attached is the MAN Nevada Dual Enrollment Credit Correlation Guide, the MAN Board Agenda, and MAN Board Minutes for that meeting.

We appreciate consideration of this item at the next scheduled Nevada State School Board Agenda.

Thank you for your consideration and processing of this board item. Please let us know if we can be of further assistance with this process.

Sincerely,

Renee Fairiess, Lead Principal  
Mater Academy of Nevada

Mater Academy of Nevada East Campus  
Dual Enrollment Credit Correlation Guide

Subject	Course ID	College Credit	College Course Title	Mater East NV equivalent Course	HS Credit Type	GPA Bonus Points	Post-Secondary Institution	Dual Enrollment University
Elective	THTR 100	3	Introduction to Theater	Introduction to Theater	1.0 Fine Arts		NSHE Institutions	Western Nevada College
English *	English 102 (Fall Semester)	Fall - 0	Composition II	English 12 H Dual-Sem 1	0.5 English	H= 0.025	NSHE Institutions	University of Nevada, Reno
English *	English 102 (Fall Semester)	Spring - 3	Composition II	English 12 H Dual-Sem 2	0.5 English	H= 0.025	NSHE Institutions	University of Nevada, Reno
Government	PSC 101	3	American Politics: Process and Behavior	AP United States Government and Politics	1 Government	H=0.050	NSHE Institutions	University of Nevada, Reno
Social Studies **	HIST 102	Fall: 0	U.S. History since 1877	AP United States History	0.5 U.S. History	H= 0.050	NSHE Institutions	Western Nevada College
Social Studies **	HIST 102	Spring: 3	U.S. History since 1877	AP United States History	0.5 U.S. History	H= 0.050	NSHE Institutions	Western Nevada College
Math	MATH 181	4	Calculus I AB	AP Calculus	1.0 Mathematics	H=0.050	NSHE Institutions	Western Nevada College
Elective	FIN 101	3	Personal Finance	Personal Finance	1.0 Mathematics	H=0.050	NSHE Institutions	Western Nevada College
Economics	ECON 100	3	Introduction to Economics	AP Macroeconomics	1 Economics	H=0.050	NSHE Institutions	Western Nevada College
Elective	HUM 101	3	Introduction to Humanities	Introduction to Humanities	1 Humanities	H=0.025	NSHE Institutions	Western Nevada College
Government	PSC 101	3	Introduction to American Politics	AP United States Government and Politics	1 Government	H=0.050	NSHE Institutions	Western Nevada College
Science	CHEM 121	4	General Chemistry I	AP Chemistry	1 Science	H=0.050	NSHE Institutions	Western Nevada College
Science	CHEM 121 L	1	General Chemistry I Lab	AP Chemistry	0.5 Science	H=0.050	NSHE Institutions	Western Nevada College
Science	BIOL 100	3	General Biology	AP Biology	1 Science	H=0.050	NSHE Institutions	Western Nevada College
English	ENG 200	3	Novels Into Film	Novels Into Film	1 English	H=0.050	NSHE Institutions	Western Nevada College
Elective	AC-102B	5	Introduction to HVAC Electrical Theory and Application	Introduction to HVAC Electrical Theory and Application	1 Elective	H=0.025	NSHE Institutions	College of Southern Nevada
Elective	AC-103B	5	Introduction to HVAC Mechanical Theory and Application	Introduction to HVAC Mechanical Theory and Application	1 Elective	H=0.025	NSHE Institutions	College of Southern Nevada
Elective	ET 131B	4	DC for Electronics	DC for Electronics	1 Elective	H=0.025	NSHE Institutions	College of Southern Nevada
Elective	ET 132B	4	AC for Electronics	AC for Electronics	1 Elective	H=0.025	NSHE Institutions	College of Southern Nevada

Legend

\* UNR year long stretch course. College credit only applies to the spring semester.

\*\* WNC year long stretch course. College credit only applies to the spring semester.

Yellow highlights are new or updated courses for the 2023-2024 school year.

No highlights are existing courses.



## NOTICE OF PUBLIC MEETING

of the

### Board of Directors of Mater Academy of Nevada

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Notice is hereby given that the Board of Directors of Mater Academy of Nevada, a public charter school, will conduct a public meeting on June 30, 2023, beginning at 12:00 p.m. at 6630 Surrey St., Las Vegas, NV 89119. The public is invited to attend.

Attached hereto is an agenda of all items scheduled to be considered.

**Please Note:** The Board of Directors of Mater Academy of Nevada may 1) take agenda items out of order; 2) combine two or more items for consideration; or 3) remove an item from the agenda or delay discussion related to an item at any time.

Reasonable efforts will be made to assist and accommodate physically handicapped persons desiring to attend or participate at the meeting. Any persons requiring assistance may contact Annette Christensen at (702) 431-6260 or [annette.christensen@academicnv.com](mailto:annette.christensen@academicnv.com) at least two business days in advance so that arrangements may be made.

The meeting agenda, support materials, and minutes are available at 6630 Surrey St., Las Vegas, NV 89119, via email at [annette.christensen@academicnv.com](mailto:annette.christensen@academicnv.com), or by visiting the school's website at <https://www.materacademynv.org>. For copies of the meeting audio, please email [annette.christensen@academicnv.com](mailto:annette.christensen@academicnv.com).

Public comment may be limited to three minutes per person at the discretion of the Chairperson. **Please email [annette.christensen@academicnv.com](mailto:annette.christensen@academicnv.com) to submit or sign up for public comment in advance.** Public comment can also be made in person at the meeting.

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*The vision of Mater Academy of Nevada is to develop successful scholars with 21<sup>st</sup> century skills of communication, collaboration, critical thinking, and creativity. Students will be college and career ready with cross cultural competence.*

**Board of Directors**

**Mary Beth Scow – Board Chair**

**Ricardo Jasso – Board Vice Chair**

**Patricia Fernandez– Board Secretary**

**Robert Anderson– Board Treasurer**

**Lisa Satory – Board Member**

**Dan Triana – Board Member**

**Renee Fairless – Lead Principal, East Las Vegas**

**Amy Gronna – Principal, Bonanza**

**Olivia Carbajal – Principal, Mountain Vista**

**Meeting of the Board of Directors**

**June 30, 2023**

**AGENDA**

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1. **CALL TO ORDER AND ROLL CALL**

2. **PUBLIC COMMENT**

*(No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)*



3. **CONSENT AGENDA** (For Possible Action)

*(All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion for these items unless a Board Member or member of the public so requests, in which case the item(s) will be removed from the consent agenda and considered along with the regular order of business.)*

- a. Approval of Minutes of the April 12, 2023 Board Meeting and the June 16, 2023 Telephonic Board Meeting
- b. Approval to Accept the 21<sup>st</sup> Century Community Learning Center Grant for the 2024 Fiscal Year
- c. Approval to Accept the Fully Executed AB495 Sub Grant Award for the 2023/2024 School Year
- d. Approval of the Updated Federal Programs Policy within the Mater Academy of Nevada Finance Policy and Procedures Manual
- e. Approval of the Updated Mater Academy of Nevada EL Framework, Policy, and Plan
- f. Approval of the Updated Mater Academy of Nevada McKinney-Vento/Homeless Policy and Plan
- g. Approval of the Updated Mater Academy of Nevada Foster Care Policy and Plan
- h. Approval of New Dual Enrollment Courses for the 2023/2024 School Year
- i. Review and Approval of Renewing the Vended Meal Agreement with Better 4 You Meals/Revolution Foods

4. **ACTION & DISCUSSION ITEMS**

*(Action may be taken on those items denoted "For Possible Action")*

- a. School Initiatives Report by Principal Fairless, Principal Gronna, and Principal Carbajal (For Discussion)
- b. Review and Approval of the Final Budget for the 2023/2024 School Year (For Possible Action)
- c. Discussion and Possible Action to Approve Retention Bonuses (For Possible Action)



- d. Review and Approval of IT Services Bid from the Following Vendors: 1) Intellatek and 2) Onward Technology (For Possible Action)
- e. Review and Approval of Using Bond Funds for the Purchase and Installation of Motorized Basketball Hoops for the Mater Academy of Nevada Bonanza Campus (For Possible Action)
- f. Review and Possible Action Regarding Proposed Amended Academica Nevada Service Agreement (For Possible Action)
- g. Discussion and Possible Action to Approve the District Membership Agreement with Mater Academy Inc. (For Possible Action)

#### 5. ANNOUNCEMENTS & NOTIFICATIONS

#### 6. MEMBER COMMENT

#### 7. PUBLIC COMMENT

*(No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)*

#### 8. ADJOURN MEETING

This notice and agenda has been posted on or before 9 a.m. on the third working day before the meeting at the following locations:

- 1) Mater Mountain Vista Campus – 3445 Mountain Vista St., Las Vegas, NV 89121
- 2) Mater Bonanza Campus – 4760 East Bonanza Road, Las Vegas, NV 89110
- 3) Mater East Las Vegas Campus – 3900 E. Bonanza Road, Las Vegas, NV 89110
- 4) Academica Nevada – 6630 Surrey Street, Las Vegas, NV 89119
- 5) <https://materacademynv.org>
- 6) <https://notices.nv.gov>

**MINUTES**  
**of the meeting of the**  
**BOARD OF DIRECTORS of MATER ACADEMY OF NEVADA**  
**June 30, 2023**

The Board of Directors of Mater Academy of Nevada held a meeting on June 30, 2023 at 12:00 p.m. at 6630 Surrey St, Las Vegas, NV 89119.

**1. Call to Order and Roll Call**

Board Chair Mary Beth Scow called the meeting to order at 12:05 p.m. with a quorum present. In attendance were Board members Mary Beth Scow, Ricardo Jasso, Dan Triana, Patricia Fernandez, and Lisa Satory (arrived 12:08 p.m.).

Board member Robert Anderson was not in attendance.

Also present were Principal Renee Fairless, Principal Amy Gronna, and Principal Olivia Carbajal; as well as Intellatek representative JJ Christian and Onward Technology representative Chad Davis. Ejona Lindsay and Don Ritzer from Mater East were present, as well as Academica representatives Michael Muehle, Trevor Goodsell, and Gil Cuevas.

**2. Public Comment and Discussion**

There were no public comments.

**3. Consent Agenda**

**a. Approval of Minutes of the April 12, 2023 Board Meeting and the June 16, 2023 Telephonic Board Meeting**

**b. Approval to Accept the 21<sup>st</sup> Century Community Learning Center Grant for the 2024 Fiscal Year**

**c. Approval to Accept the Fully Executed AB495 Sub Grant Award for the 2023/2024 School Year**

**d. Approval of the Updated Federal Programs Policy within the Mater Academy of Nevada Finance Policy and Procedures Manual**

**e. Approval of the Updated Mater Academy of Nevada EL Framework, Policy, and Plan**

**f. Approval of the Updated Mater Academy of Nevada McKinney-Vento/Homeless Policy and Plan**



- g. Approval of the Updated Mater Academy of Nevada Foster Care Policy and Plan**
- h. Approval of New Dual Enrollment Courses for the 2023/2024 School Year**
- i. Review and Approval of Renewing the Vended Meal Agreement with Better 4 You Meals/Revolution Foods**

Member Scow requested that any policy updates be highlighted within the document.

**Member Jasso moved to approve the consent agenda as presented. Member Fernandez seconded the motion, and the Board voted unanimously to approve.**

#### **4. Action & Discussion Items**

##### **a. School Initiatives Report by Principal Fairless, Principal Gronna, and Principal Carbajal**

Principal Renee Fairless addressed the Board and reviewed the system update as found in the support materials; highlighting the availability of SBAC results in August, delivery of VILS immersive labs, and recognition for CREDO Report at the NCSC in Austin. She also reported on the campus/student activities for the Mater East campus, which included graduation in May, next year enrollment numbers, and August 18<sup>th</sup> tailgate and BBQ. Principal Amy Gronna addressed the Board and reported on the campus/student activities at the Bonanza campus including the close of summer school, progress of WIDA scores, and Iceland trip for July 2024. Principal Olivia Carbajal addressed the Board and reported on the campus/student activities at Mater Mountain Vista including a Washington D.C. scholarship trip, P.A.L. summer program, and staff MTSS trainings. The first day of school would be August 10<sup>th</sup>.

##### **b. Review and Approval of the Final Budget for the 2023/2024 School Year**

Mr. Trevor Goodsell addressed the Board, referring them to page 99 of the support materials; noting that base funding increased by 22% and that At-Risk funding increased by 1,170%, which would impact the budget the most and provide significant increases for staff. SPED discretionary units were still unknown despite being told to use the State average of \$3,800. The projected \$3,000 per student would not be a major impact should the State average be affected. Funding was expected to increase 5% for next year.

Mr. Goodsell reviewed the historical data for average teacher salaries on page 119, and stated that teacher salaries could increase up to 43% at the Principals discretion. Starting teacher salaries for next school year would be \$53,000, which would be competitive with CCSD. He also stated that PERS and health insurance increases had been covered by the budget as well, giving teachers even more of an increase to their salaries. Mr. Goodsell continued that additional staff had been added based on the needs of each campus, and most line items had been increased due to

inflation including supplies, consumables, and repairs and maintenance. The dual enrollment funding also increased and retention bonuses had been built into the budget with a 5% contingency. The Board expressed their excitement for the increase in funding and that teachers and staff could receive the substantial raises needed. Member Jasso asked what attributed to the funding increase for the State. Mr. Goodsell replied that mining and sales taxes had contributed to the increase. Principal Fairless also expressed her gratitude for Mr. Goodsell.

**Member Satory moved to approve the final budget for the 2023/2024 school year. Member Triana seconded the motion, and the Board voted unanimously to approve.**

**c. Discussion and Possible Action to Approve Retention Bonuses**

Mr. Goodsell reviewed the retention bonus amounts as found on page 136 of the support materials; adding that the amounts stayed consistent from the previous year, and recommended distributing in September. Member Jasso asked if the amounts were comparable with the other systems. Mr. Goodsell replied affirmatively; adding that Pinecrest had increased their amounts by 10%, and that Mater could do the same since their budget was healthy. Member Satory stated that she supported keeping the amounts as is, or increasing; adding that bonuses were a budget-dependent item and to communicate them as such. Member Scow stated that she would rather keep the standard amounts since the economy was still uncertain. Mr. Goodsell stated that they could always readdress an increase towards the end of the year if things went fiscally better than anticipated. The Board also discussed increasing the holiday bonuses as an alternative.

**Member Jasso moved to approve the retention bonuses as presented. Member Satory seconded the motion, and the Board voted unanimously to approve.**

**d. Review and Approval of IT Services Bid from the Following Vendors: 1) Intellatek and 2) Onward Technology**

Mr. Michael Muehle addressed the Board and explained that Principal Fairless requested additional bids for IT services. Bids were received from Onward Technology and Intellatek, who was the current provider. Member Scow invited the representatives from both companies to address the Board. Mr. JJ Christian addressed the Board first and stated that Intellatek had been a proud partner with Mater Academy since 2014 as they worked to meet the technology needs of the school and families. Mr. Christian provided an overview of the various services provided as found in the support materials beginning on page 138. He continued that the current economic climate of rising costs and inflation now required them to increase their fees with the renewal of their contract; adding that their monthly fee would increase from \$3.50 to \$4.00 per student.

Member Scow asked what improvements were going to be made in their service. Mr. Christian replied that Intellatek tried to meet at least twice a year with administration to address any needs and/or issues, and that communication was vital. Member Satory stated that she

recognized Intellatek's value on the campuses and appreciated not being billed an hourly rate, especially on testing days when it would accrue a big expense.

Mr. Chad Davis from Onward Technology addressed the Board and stated that they were an IT company based in Draper, UT and had been serving Utah charter schools since 2010; adding that they saw IT services as a relationship with guaranteed on-site time. Mr. Davis also stated that Onward served schools comparable to Mater Academy in Ohio; adding that Client Success Managers were assigned to each school to gauge quarterly how the company was meeting the needs of their clients. Nevada would be a new location for Onward and they were now at the point to move resources and staff to be locally established in Las Vegas. Mr. Davis stated that they were proposing a monthly fee of \$3.00 per student; adding that all agreements with Onward were all-inclusive, and additional costs outside of the agreement were limited to pre-approved hardware and software costs and construction-related work. He also stated that a full-time employee would be established in Las Vegas with the intentions of expanding further.

Member Satory confirmed the cost per student and asked if Mater already had an IT specialist at the campus. Principal Fairless replied affirmatively. Mr. Davis stated that Onward's representative would work directly with Mater's IT specialist. Member Satory asked if there would be a lot of work to modify the existing IT set up at the campuses. Mr. Davis replied that they would uncouple from the current system and manage their installation; adding that they had a good transition plan in place and would provide enough man power to move everything over in time for school to start. Member Satory asked if the installation cost was separate. Mr. Davis replied that it was included in the proposed rate. Member Jasso asked if there were any challenges for getting everything set up for the upcoming school year. Mr. Davis replied that the only issue would be in restructuring the active directory, but that he was confident that they would be able to complete the work needed within the scheduled time frame. Member Satory asked if they had the man power to provide additional support during testing seasons. Mr. Davis replied affirmatively; adding that additional technicians would be hired to support the school, and that they had visited Mater to determine the scope of work needed.

Member Scow asked if the representatives from both companies would give the Board time to deliberate openly with the Principals. Principal Fairless stated that she had a responsibility to find the best quotes since Mater used a lot of Federal funds, and she did not want to be spending excess money towards technology if it was not necessary. Both vendors agreed to exit the room.

Principal Fairless stated that, once she had realized that the Intellatek contract was automatically renewed each year without review or discussion, she felt that was irresponsible on her part and wanted to see what the market offered in comparison. She also stated that she felt that Intellatek had not grown at the same rate as Mater; adding that they were not able to get additional on-site help at all three campuses during testing. Principal Fairless stated that there had been a breakdown in communication with Intellatek because she expected them to be pro-active as a service provider. She also reported that Onward's references had been checked, and Ms. Ejona

Lindsay addressed the Board and provided details regarding the reference checks. Ms. Lindsay reported that, based on the feedback from the references, Onward stayed true to their contracts and pricing. Principal Fairless stated that they had been struggling with obtaining rights from Intellatek, and being billed for additional services not in the contract.

Principal Carbajal stated that she was also concerned that Intellatek had not grown to meet the needs of her campus, and was especially frustrated with testing days when tickets had been submitted in advance requesting additional support that never came. Principal Gronna stated that the ticket system had been troublesome, and that Intellatek should be a one-stop-shop for purchasing and installing new equipment. She also voiced her frustration with her campus refresh and the time and additional expenses it had taken to complete the project. Principal Fairless stated that Onward included installation in their contract, unlike Intellatek who contracted that service out with two other vendors. Mr. Don Ritzer, the IT Manager at Mater, addressed the Board and stated that there were still outstanding projects from four years ago; adding that the scope of work was not fluid and that he was frustrated by the standard of communication with Intellatek and the outside vendors.

Principal Fairless stated that she was also frustrated by the fact that Intellatek had not been able to provide her with the same technology as the sister schools in Florida; adding that the technology in the Nevada classrooms during Covid had not been as efficient as what she had seen in Florida. Principal Fairless also stated that she had gone through an IT company in Florida to order items she was told from Intellatek she could not get. She emphasized that she appreciated the relationship that Mater had with the individuals from Intellatek, but that Mater was now too big for the personal relationships to get in the way of providing good customer service.

Member Scow stated that Mr. Davis had tempered everything he said instead of being specific. Mr. Muehle stated that the contract for Onward was included in the support materials, and then read the compensation verbiage as found on page 170. The contract stated that the monthly payment would increase by 5% each year, and exist for at least 3 years. Principal Fairless stated that they could request a 1-year contract with a 30 day out. Member Triana asked how the current IT employees at each campus would work with Onward and how committed they were to physically being in Las Vegas. Principal Fairless stated that the current IT employees would work as liaisons for their respective campuses, and that Onward knew she was looking for something that was more proactive rather than reactive in terms of technology and services provided. She also stated that Onward had a committed service representative ready to move to Las Vegas as soon as the contract was approved. Discussion ensued regarding the concerns of having on-site technicians readily available to serve the campus. Principal Fairless stated that they were ready for a change and if a better option was available.

Principal Fairless stated that the only concern they had as a system was what the change would look like; adding that Intellatek would need to work with Onward to undo what they had done with the technology. Mr. Ritzer stated that, as long as Onward had the credentials to access

Mater's system, the transition would not be as hectic; adding that all email components would remain the same under a new domain. Member Jasso asked if there would need to be new hardware installed, and if the time for transition was feasible. Mr. Ritzer replied that no new hardware would be needed since Mater owned their own, and that timing would not be an issue for transitioning. Member Scow stated that going with someone new and unknown gave her trepidation, but respected the Principal's feedback. Principal Fairless stated that they had done their due diligence with vetting the company and that she felt confident moving forward with Onward.

Member Scow asked for feedback from Mr. Muehle. Mr. Muehle stated that a 1-year agreement with either company sounded reasonable; adding that the Board could request a yearly review and evaluation of the service agreements to determine whether a change was needed. He also stated that they had highlighted the right issues regarding man-power with Intellatek and the concerns with a new provider. The Board discussed that clarification would be needed regarding the annual increase since the proposal stated 2.5% and 5% was stated in the contract. Member Fernandez asked if the contract for Onward was for 3 years. Principal Fairless replied that Onward had originally sent a 3-year contract. Mr. Muehle stated that the Board could motion to approve subject to the contract being a 1-year agreement.

**Member Jasso moved to approve Onward Technology's 1-year contract, subject to them agreeing to a 1-year term, at \$36.00/student pricing. Member Satory seconded the motion, and Board members Scow, Jasso, Satory, and Fernandez voted to approve.**

**e. Review and Approval of Using Bond Funds for the Purchase and Installation of Motorized Basketball Hoops for the Mater Academy of Nevada Bonanza Campus**

Mr. Gil Cuevas addressed the Board and stated that Principal Gronna requested looking into the installation of ceiling-mounted basketball hoops to replace the pre-existing hoops at her campus. When reaching out to several companies for bids, they all referred him to FSI/Flooring Solutions of Nevada. Mr. Cuevas reviewed the estimate from FSI as found in the support materials; adding that everything was built to specifications to fit the Bonanza campus for a total of \$37,321.82. Member Satory asked if the hoops would be installed in the multi-purpose room. Principal Gronna replied affirmatively; adding that the existing hoops were getting old and were taking up space. Member Scow asked if the amount fit within the budget. Mr. Muehle replied affirmatively since bond funds would be used.

**Member Satory moved to approve using the bond funds for the purchase and installation of motorized basketball hoops at the Mater Bonanza campus. Member Fernandez seconded the motion, and the Board voted unanimously to approve.**

**f. Review and Possible Action Regarding Proposed Amended Academica Nevada Service Agreement**

Mr. Muehle stated that Academica had been with Mater for the last 9 years, during which they had been able to keep their fee the same. In an effort to retain employees and continue to

expand their services, Academica was asking to amend their contract with a proposed 10% increase to their fee; adding that their fee would actually be decreasing as a percentage with Mater's overall increase in funding. The contract had been sent to Mater's outside counsel and requests had been made that would be incorporated into the agreement. The requests included giving a 30 day notice to the Board for any increases, to which Academica was willing to do. Member Satory stated that she supported the increase. She continued that, as a Board member and as an administrator, Academica did an incredible job with supporting the schools and the Boards; adding that they had been willing to add additional staff and support. Member Scow stated that the services provided would cost an enormous amount to be contracted out; adding a disclosure that her daughter worked for Academica. Member Jasso stated that he also supported the increase.

**Member Satory moved to approve the proposed amended Academica Nevada Service Agreement as presented. Member Triana seconded the motion, and the Board voted unanimously to approve.**

**g. Discussion and Possible Action to Approve the District Membership Agreement with Mater Academy Inc.**

Mr. Muehle stated that Mater Academy had an affiliation with Mater Inc. in Florida that needed to be formalized in an agreement. The agreement included in the support materials was a red-line version from the Board's attorney that formalized what had already been an on-going agreement for the past 9 to 10 years. The agreement would be submitted to Florida for the Mater Florida Board to approve, and any requested changes would be brought back before the Board for consideration. Member Scow asked if there was a fiscal agreement. Mr. Goodsell replied that Mater paid an affiliation fee of 1%, of which .05% stayed with Mater for professional development and the other .05% paid for items associated with accreditation and expansion of the brand. Formalizing the agreement was also a recommendation from the auditors.

**Member Satory moved to approve the District Membership Agreement with Mater Academy Inc. as presented. Member Jasso seconded the motion, and the Board voted unanimously to approve.**

**4. Announcements & Notifications**

There were no announcements or notifications.

**5. Member Comment**

There were no member comments.

**6. Public Comment and Discussion**

There were no public comments.

**7. Adjournment**

The meeting was adjourned at 1:49 p.m.

Approved on: \_\_\_\_\_

\_\_\_\_\_

Secretary of the Board of Directors

Mater Academy of Nevada

DRAFT

**Dual Enrollment Program Affiliation Agreement**  
by and between Nevada System of Higher Education  
on behalf of the University of Nevada, Reno  
and the Mater Academy of Nevada, Inc.

This Dual Enrollment Program Affiliation Agreement ("Agreement") is entered into between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University") and Mater Academy of Nevada, Inc. ("Mater Academy"), a nonprofit corporation with state-sponsored charter schools and (individually, a "Party," and collectively, the "Parties").

**RECITALS**

The University has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school level.

Mater Academy desires that University provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

Mater Academy students are authorized under NRS 389.160 and 389.310, to enroll in college level courses that may be counted toward both high school and college graduation requirements.

Now therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

**I. PURPOSE AND SCOPE OF DUAL ENROLLMENT PROGRAM**

**A. PURPOSE**

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing dual credit courses, as that term is defined in Section B below, to eligible Mater Academy students at certain high schools which are part of Mater Academy of Nevada, Inc. Mater Academy and the University shall mutually determine the high schools participating in the dual enrollment program on an annual basis.

**B. DESCRIPTION OF DUAL ENROLLMENT PROGRAM**

1. Dual Enrollment Program. A "Dual Enrollment Program" is a program which allows high school students to earn course credits that can simultaneously satisfy high school graduation requirements and college credits that can be applied towards college degrees or certificate completion at any college or university under the jurisdiction of the Board of Regents of the Nevada System of Higher Education.
2. Dual Credit Course. The Dual Enrollment Program offers courses to the students, defined as "Dual Credit Courses" for purposes of this Agreement. A "Dual Credit Course" is a college or university course that have been approved by the Nevada Department of Education to satisfy specific high school graduation requirements.



3. Modes of Dual Enrollment Instruction. Dual Credit Course instruction can be delivered or taught by: 1) College or university faculty on their respective campuses; 2) college or university faculty at the students' high school campuses; 3) college or university faculty using online/remote modalities; and/or 4) high school teachers at their high school campuses but supervised by college faculty ("Concurrent Enrollment"). For purposes of this Agreement the mode of instruction shall be Concurrent Enrollment.

## C. ELIGIBILITY

### 1. Application

- a. Students shall obtain written approval of the appropriate principal or counselor and career and technical education program representative (if applicable). Approval from secondary school officials indicates that the student has demonstrated both academic readiness and social maturity.
- b. Students and parents and/or legal guardian shall submit to Mater Academy a signed Dual Enrollment Application Form.
- c. High schools shall provide to the University an unofficial transcript for each of their participating students.

### 2. Initial Eligibility

- a. Students must be in enrolled at a Mater Academy high school listed in Exhibit A, attached hereto and incorporated herein.
- b. A student enrolled in the Dual Enrollment Program shall be admitted to the University for college-level credit under current procedures for admission to the University as a non-degree seeking student if the student either: (1) has a cumulative unweighted GPA of 2.5 or higher; or (2) is recommended by a high school teacher or counselor.
- c. Non-degree seeking students are not eligible for federal financial aid through FAFSA, but are eligible for institutional scholarship funds designated for Dual Enrollment students.

### 3. Continuing Eligibility

- a. Students must maintain a minimum cumulative University GPA of 2.0 to continue eligibility in the Dual Enrollment Program. Students with a cumulative University GPA below this minimum threshold may be allowed to enroll in Dual Credit Courses with permission from the University's Vice Provost for Undergraduate Education.

## D. COURSES AND CREDIT

### 1. Courses

- a. Mater Academy and the University agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Credit Course shall meet statutory and University criteria, and such criteria shall not be diminished for the purpose of the Dual Enrollment Program.

- b. The University will determine the Dual Credit Courses to be offered at any time during the term of this Agreement.
- c. Courses taught by Mater Academy shall comply with the University's student learning objectives, content and syllabi, which University shall provide to Mater Academy.

**2. Credit**

- a. Depending on the specific UNR course, when the student satisfactorily completes the course with a grade of (D-) or higher, the University shall award between one (1) and five (5) college credits toward earning a credential, certificate or degree, as applicable at the University for a Dual Credit Course . Note: some college courses have prerequisites of C or higher for progression in a sequence of courses.
- b. Students participating in their initial semester in the Dual Enrollment Program may not take more than nine (9) credits or three (3) courses for that initial semester.
- c. A non-degree student in the Dual Enrollment Program may register for a maximum of nine (9) undergraduate semester credits or three (3) courses per semester. Students wishing to take credits exceeding this maximum credit or course limit may appeal to the Vice Provost for Undergraduate Education.

**II. PROGRAM MANAGEMENT**

**A. TUITION AND FEES AND SUPPLIES**

**1. Tuition and Fees**

The non-degree application fee for Dual Enrollment Program students will be waived. Mater Academy shall be responsible for payment of tuition and all applicable course fees to the University, as specified in Exhibit B. The format for billing of all services pursuant to this Agreement is set forth in Exhibit B.

Students shall be charged a per course fee of seventy five dollars (\$75) by University. This course fee shall be paid by Mater Academy through a third party billing process that has already been established. If Mater Academy fails to pay the course fees, University will not award any University credit to the student despite the student's otherwise successful completion of the Dual Credit Course

Mater Academy understands and agrees that tuition and course fee charges for students enrolled under this Dual Enrollment Program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending on the student's eligibility for In-state fees.

If the student withdraws from the enrollment in the course no later than the day before the class begins, University shall not charge tuition or fees to Mater Academy. No adjustments or refunds of University fees shall be made on or after the first day of Mater Academy semester.

**B. STUDENTS**

**1. Enrollment**

- a. The number of students admitted for any Dual Credit Course shall not be less than fifteen (15) students per section, and shall not exceed a maximum of thirty (30) students per section, except and to the extent that the Parties agree otherwise in writing in a specified circumstance.
- b. Each student enrolled in a Dual Credit Course, even though enrolled as a University student during the term of the Dual Credit Course, shall remain a student of Mater Academy and shall follow the academic schedule and calendar of classes as established by Mater Academy and approved by University.

**2. Removal or Withdrawal of Student**

- a. Student course withdrawal dates shall adhere to the existing policies of the University's Dual Enrollment Program.
- b. The removal of a student shall be handled cooperatively between the appropriate University personnel and the respective Mater Academy administrators. Mater Academy retains the right to refuse to allow a student to enroll in a Dual Credit Course and to discipline and/or remove any student from the Dual Credit Course in accordance with Mater Academy policies. The University shall have the right to remove any Mater Academy student from a Dual Credit Course in accordance with the University student conduct policy or academic dishonesty policy. Removing a student from a Dual Credit Course by either party requires a written explanation to be provided to the other party.

**3. Academic Advising and Ancillary Services**

Academic Advising shall be the joint responsibility of the University and Mater Academy. Both Parties shall ensure that students enrolled in the Dual Credit Courses are provided support services as may be needed, including but not limited to counseling and guidance and placement assistance.

**4. Maintaining Eligibility for Interscholastic Activities**

The Parties shall create a written plan to enable students enrolled in Dual Credit Courses to remain eligible for interscholastic activities.

**5. Records and Transcripts**

Upon completion of the Dual Credit Course, credit and grade shall be placed on the student's high school and university transcripts in their respective standard formats and shall not be identified as dual enrollment.

**C. INSTRUCTORS**

**1. Employment Status.**

- a. Throughout the term of this Agreement, an instructor provided by Mater Academy shall remain an employee of Mater Academy, and shall be covered under Mater Academy's workers' compensation insurance. Instructors shall be subject to the terms and conditions of the instructor's employment contract and Mater Academy policy, but shall also be subject to continuing approval by the University.
- b. Instructors of Mater Academy who teach Dual Credit Courses as part of Mater Academy contracted teaching assignment may receive additional compensation from Mater Academy and the University.

**2. Selection of Instructors**

- a. Mater Academy shall nominate an instructor qualified in the appropriate subject area for each Dual Credit Course and submit the instructor's name and credentials to the Vice Provost of Undergraduate Education for review by the academic department that administers the specific discipline at the University. The University has final approval on any instructor nominated by Mater Academy to teach Dual Credit Courses. University shall involve full-time University faculty who teach a particular discipline in the selection, orientation, ongoing professional development and observation of Mater Academy faculty teaching Dual Credit Courses.
- b. To ensure the Dual Credit Courses are taught to the University standards, high school teachers will be provided with University course syllabi, lecture schedule and notes, and sample exam and homework assignments. In addition, high school concurrent enrollment course instructors will be trained and supervised by University faculty course coordinators.

**3. Instructor Responsibilities**

- a. Instructors teaching Dual Credit Courses must submit grades to both Mater Academy and the University by the applicable deadline for each institution.
- b. Dual Credit Courses taught by Mater Academy shall comply with the University's student learning objectives, content and syllabi, which University shall provide to Mater Academy.

**4. Removal of Instructor**

- a. If a Mater Academy instructor repeatedly violates University policy and procedures after being warned of the infraction by a UNR Dual Enrollment administrator or course coordinator, the University may withdraw authorization for the instructor to participate in the Dual Enrollment Program and Mater Academy, upon such withdrawal of authorization, shall nominate another qualified instructor and notify the University in writing of such nominate. The replacement instructor shall be approved by the University pursuant to Section II(B)(2) of this Agreement.

**III. MUTUAL RESPONSIBILITIES AND OBLIGATIONS**

**A. MUTUAL RESPONSIBILITIES**

**1. Liaisons**

Each party shall designate a liaison to assist with the Dual Enrollment Program and to meet with the liaison designated by the other party as necessary and at least once each semester, to review Dual Credit Course outlines and the high school's scope and sequence, and to review and modify dual enrollment course instructional delivery as necessary.

2. Guidelines

Mater Academy and University shall ensure that each student enrolled in a Dual Credit Course, and all personnel of Mater Academy and all personnel of University who are involved in the Dual Enrollment Program are provided with Dual Credit Course guidelines prepared by both parties, and that such persons agree to review and comply with the guidelines.

3. Partnering High Schools

Mater Academy and University shall mutually determine the partnering high schools on an annual basis. Additional schools may be added during the Agreement time period, if liaisons from both Mater Academy and University agree. The names of the participating high schools shall be included in Exhibit A, which can be updated annually and attached to this Agreement.

4. Student Identification Numbers

Mater Academy shall assign a unique identification number to each student who is enrolled in the Dual Enrollment Program. The University shall retain the unique identification number assigned to each student by Mater Academy.

5. FERPA Compliance

The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and the University to the end that the rights and privacy of the students enrolled in the University are not violated or invaded. No access to individual student data shall be granted by the parties to any other person, agency or organization without the written consent of the student, except for sharing with other persons within the University or Mater Academy, so long as those persons have a legitimate interest in the information.

6. Insurance

The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41. The parties shall maintain workers compensation insurance as required by Nevada law.

7. Indemnification

Neither party waives any right or defense to indemnification that may exist in law or equity. The parties shall not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

8. Data Sharing

The University shall have direct access to Dual Enrollment program students and prospective student's identifiable information, to include courses taken, grade point average, class ranking, standardize placement assessment, is protected as "education records" under both state and federal laws for the purposes and intentions of university direct contact. Release, sharing or any other disclosure of student identifiable information is prohibited.

University course coordinators will have full access to the CCSD learning management system ("LMS") so that they may observe dual enrollment course instruction and assess dual enrollment student learning. University course coordinators will have full access to dual enrollment course gradebooks included in the LMS system.

## **B. MATER ACADEMY OBLIGATIONS**

### **1. Facilities and Equipment**

- a. Mater Academy shall provide, at its own expense, classroom/laboratory space in which Dual Credit Courses and activities shall be conducted. Facilities and ancillary services provided for the delivery of Dual Credit Courses shall comply with all applicable provisions of the state Fire Marshal Code and all other applicable federal and state laws.
- b. Mater Academy shall furnish, at its own expense, all course textbooks, materials, specialized equipment, and other necessary equipment for Mater Academy students participating in the Dual Enrollment Program. Mater Academy shall adopt and utilize University approved textbooks, course outlines, and grading standards applicable to the dual credit courses being taught. Each student shall be responsible to purchase other supplies, if any, required for the dual credit course.
- c. Mater Academy and the partnering high school shall provide College Learning Management System (LMS) help and support to students enrolled in dual credit courses.

### **2. Enrollment**

- a. Mater Academy shall ensure that each student seeking enrollment in a Dual Credit Course has completed:
  - 1) the necessary admission applications, registration processes, and residency reclassification processes according to University deadlines in effect for each semester of enrollment; and
  - 2) the required University placement examinations or has met required placement scores and prerequisites.
- b. Mater Academy shall ensure that the parent/guardian of the student seeking enrollment in a Dual Credit Course is aware:
  - 1) the student is subject to both Mater Academy policies and procedures, and the University and Nevada System of Higher Education policies and procedures;
  - 2) the student is participating in a college level course;

- 3) of the requirements for the student to apply for residency reclassification and determination of in-state registration fee vs out-of-state tuition; and
  - 4) of the opportunities and requirements for participating in co-curricular/interscholastic activities at Mater Academy.
- d. All applicable forms to be signed by the students or parent/guardian shall be kept by Mater Academy.
  - e. Mater Academy shall establish an academic program for each student enrolled in the Dual Credit Course. The academic plan shall include, as applicable, the academic plan developed for the student pursuant to NRS 368.205.
  - f. Mater Academy through its partnering high schools shall ensure that each student who enrolls in a Dual Credit Course pursuant to this Agreement is a full-time Mater Academy student and is currently enrolled in and attending the partnering high school.
  - g. Mater Academy through its partnering high schools shall verify that each student enrolled in a Dual Credit Course satisfies any prerequisites for the Dual Credit Course as published in University catalog and complies with University policies and this Agreement regarding student placement in courses.

### 3. ADA Accommodations

Mater Academy shall determine the appropriate accommodations for each qualified student with disabilities in accordance with the American's Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Resource Centers ("DRC") at the University and implement accommodations or special education services as required by federal and state law and as agreed upon by the University DRC and Mater Academy. Mater Academy shall work with University in determining appropriate accommodations or special education services. Mater Academy shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

### 4. Instructors

- a. Mater Academy shall ensure Mater Academy administrators and Mater Academy instructors teaching Dual Credit Courses provide instruction in accordance with the policies, regulations and, instructional standards of the University.
- b. Mater Academy shall provide at its own expense, a substitute instructor, as necessary and as agreed upon by University, to cover the absence of a Mater Academy instructor who teaches a Dual Credit Course. In the case of substitutions exceeding ten (10) consecutive school days, Mater Academy shall notify the University in writing of the name and credentials of the substitute instructor.

## C. **UNIVERSITY OBLIGATIONS**

### 1. Course Requirements

- a. The University shall determine the dual enrollment courses to be offered at any time during the term of this Agreement.
- b. The University shall offer dual enrollment courses to students who meet University's prerequisites.
- c. The University shall ensure that all dual enrollment courses offered to students are:
  - 1) Of a quality and depth to qualify for college credit as determined by University;
  - 2) Evaluated and approved through the University curriculum approval process;
  - 3) Transferable to a college or university under the Nevada System of Higher Education; and
  - 4) Compliant with all standards for University courses.

**2. Enrollment**

- a. The University shall determine residency status of Mater Academy students for tuition and/or fees purposes in accordance with established Nevada System of Higher Education Board of Regents policy.
- b. The University shall grant college credit toward earning a credential, certificate or degree, as applicable for a Dual Enrollment course when a student satisfactorily completes the course with a grade of (D-) or higher.

**3. Instructors**

- a. The University shall provide partnering high schools the instructional information necessary to meet the goals of the courses delivered, including but not limited to college approved textbook titles, syllabi, course outlines, and grading standards applicable to Dual Credit Courses.
- b. The University shall ensure that instructors of Dual Credit Courses follow the same standards of expectation and assessment that are applied to other college courses.
- c. The University shall provide College Learning Management System ("LMS") training/assistance to instructors teaching Dual Credit Courses.
- d. The University shall ensure Mater Academy administrators and Mater Academy instructors teaching Dual Credit Courses provide instruction in accordance with the policies, regulations and, instructional standards of the University.

**IV. GENERAL PROVISIONS**

**A. TERM AND TERMINATION**

- 1. The Term of this Agreement shall be for five (5) years. The Term shall commence on August, 2022 and shall end on May, 2027.



- 2.. Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Notwithstanding any termination under this Agreement, once a student has begun a Dual Credit Course and so long as the student remains in good standing in the University and Mater Academy, the student shall be allowed to finish the Dual Credit Courses for that semester.
3. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to University of any kind whatsoever.

#### B. MISCELLANEOUS

1. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, supplemented or modified except by mutual written agreement by the parties.
2. Invalid Provisions. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
3. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or other infections accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
4. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Nevada, with venue in the City of Reno and County of Washoe.
5. Assignment. A party may not assign or transfer any of its rights, duties or obligations under this Agreement. In whole or in part, without the prior written consent of the other party.
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
7. Notice. Notices required by this Agreement shall be in writing, delivered personally, by certified or registered mail, or by overnight courier, and shall be deemed to have been given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier, addressed as follows:

If to University:

University of Nevada, Reno  
Provost and Executive Vice President  
1664 North Virginia Street  
Reno, Nevada 89557

If to Mater Academy of Nevada East Campus  
Renee Fairless  
3900 E. Bonanza Rd  
Las Vegas, Nevada 89110

- 8. No Joint Venture. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
- 9. Use of Name or Logo. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- 10. Compliance with Non-Discrimination Laws. Both parties agree to fully comply with all applicable state and federal non-discrimination laws. The Learning Site agrees to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.
- 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

MATER ACADEMY OF NEVADA, INC.

BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION, ON  
BEHALF OF THE UNIVERSITY OF NEVADA,  
RENO

Approved: *Renee y. Fairless*  
 Signed: \_\_\_\_\_  
 Printed: Renee Fairless  
 Title: Lead Principal  
 Date: 6/27/2022

Approved: \_\_\_\_\_  
 Signed: *[Signature]*  
 Printed: \_\_\_\_\_  
 Title: EVP/P  
 Date: 6/28/2022

**EXHIBIT A**

**NAMES OF PARTNERING HIGH SCHOOLS**

**Mater Academy East  
3900 E. Bonanza Road  
Las Vegas, NV 89110**

**EXHIBIT B**

**FINANCIAL PROVISIONS**

*Fill in the blanks. If the information is not applicable indicate N/A in the blank. Additional directions for completing this form are in italics.*

**1. INSTRUCTORS**

Instructors shall be provided as follows: *(Check the appropriate line)*

- Mater Academy shall provide and pay all instructors
- University shall provide and pay all instructors
- Each party shall provide and pay for instructors as follows:

Approved Mater Academy instructors shall receive:

- 1) From the University:
  - a) One thousand dollars (\$1,000.00) per Dual Credit Course section taught. This is provided to each instructor once per semester for each section of Dual Credit Course during the traditional school day.
  - b) One thousand dollars (\$1,000.00) for professional development.
- 2) From Mater Academy: Extra duty pay of ten (10) hours at \$31.50/hour (for a total of \$31.500) for each semester taught. This is provided to each instructor once per semester.

**2. PAYMENTS OF TUITION AND FEES:**

University registration fees are seventy-five dollars (\$75.00) per course for each individual student in each dual credit course.

**FEES AND/OR COSTS:**

Set out below are additional fees and costs and, for each, a designation as to whether Mater Academy or students are responsible for payment of each fee or cost.

Fees and Costs (including special course fees; assessment costs, if any; etc)	<i>For each fee or cost, check the appropriate line to indicate whether Clark County School Mater Academy or student is responsible for payment to the college charging the fee or cost</i>
Non-degree application fee (one-time)	Waived
\$75 dual enrollment course tuition charge	Mater Academy, using third-party billing
Textbook/required course materials	Paid by High school

**3. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS**

*Check the appropriate line:*

- Mater Academy is responsible for payment of tuition and registration fees to the University.
- Each student is responsible for payment of tuition and registration fees to University.

For tuition and registration fees/cost payments required to be made by Mater Academy to the University:

A. Mater Academy is authorized and retains the discretion to collect tuition and registration fees/costs payments from its students to the extent Mater Academy deems appropriate; and

B. Mater Academy may reduce its required payment of tuition and registration fees/costs owed to the University pursuant to paragraph 3 by the amount of any payment owed to Mater Academy by the University pursuant to paragraph 2.

For any tuition and registration fees/cost payment required to be made by the student to the University, the University shall establish an individual billing account for that student and the billing for such tuition and registration fees and costs shall occur in accordance with University policies and procedures.

**4. FINANCIAL AID**

Except as indicated in this section, University will not offer Federal Financial Aid through FAFSA for the Dual Enrollment Program.

If tuition and/or additional fees and costs are the responsibility of individual students, a student may be eligible for tuition and fees and cost scholarships in compliance with University policies and procedures.

**5. FORMAT OF INVOICES BETWEEN MATER ACADEMY AND THE UNIVERSITY**

Mater Academy and the University shall send invoices to the other to the attention and at the address listed below no later than thirty (30) days after the end of each semester. Each invoice shall detail any payments due. Payments shall be made due within thirty (30) days of the receipt of an invoice.

Invoices to be sent to the University:

Cashiering and Student Accounts  
University of Nevada, Reno  
1664 N. Virginia Street  
Reno, NV 89557

Invoices to be sent to Mater Academy:

School Banker  
Mater Academy East  
3900 E. Bonanza Road  
Las Vegas, NV 89110

INTERLOCAL AGREEMENT BETWEEN MATER ACADEMY EAST LAS VEGAS CAMPUS AND THE BOARD OF  
REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION  
ON BEHALF OF WESTERN NEVADA COLLEGE

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF DUAL ENROLLMENT COURSEWORK**

This Interlocal Agreement (Agreement) is entered into between Mater Academy East Las Vegas Campus (School) and the Board of Regents of the Nevada System of Higher Education on behalf of Western Nevada College (WNC). (Individually, a "Party" and collectively, the "Parties.")

**TERM AND TERMINATION**

The term of this Agreement shall be for two (2) years, commencing on July 1, 2023, and ending on June 30, 2025. Either party may terminate the Agreement for any reason following written notice to the other Party of the intent to terminate, delivered not less than 90 days prior to the intended date of termination.

**RECITALS**

WNC has determined that it is desirable to offer college-level courses that may be counted toward both high school and college graduation requirements at the high school level.

The School desires that WNC provides high school students with college-level courses that may be counted toward both high school and college graduation requirements.

The School's students are authorized under Nevada Revised Statutes (NRS) 385.150, NRS 389.300, and NRS 389.310 to enroll in college-level courses that may be counted toward both high school and college graduation requirements.

Now therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

**I. PURPOSE AND SCOPE OF DUAL ENROLLMENT PROGRAM**

**A. PURPOSE**

1. The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing access to dual credit through dual enrollment opportunities, as those terms are defined in Section B below, to eligible students at high schools in the School. The School and WNC shall mutually determine parameters of participation on an annual basis.

**B. SCOPE**

1. This Agreement is limited to courses offered during the academic school year, as defined by the School, and does not extend to courses offered during the summer.
2. Any additions to this Agreement will be made through mutual agreement and added in the form of an Addendum to be signed by both parties.

**C. DESCRIPTION OF DUAL ENROLLMENT PROGRAM**

1. **Dual Enrollment Program:** a program which allows high school students to earn course credits that can simultaneously satisfy high school graduation requirements and be applied toward college degrees or certificate completion at a college or university.
2. **Dual Credit Courses:** College or university courses offered to high school students that have been approved by the Nevada Department of Education to satisfy specific high school graduation requirements.
3. **Dual Enrollment Instructional Modes:** Dual credit courses can be delivered or taught through multiple methods. These are –
  - a. Traditional Enrollment: College instructor on college campus
  - b. Traditional Enrollment, High School Cohort: College instructor on college campus to high school students only
  - c. Online/Remote Enrollment: College instructor in online/remote modality
  - d. Online/Remote Enrollment, High School Cohort: College instructor in online/remote modality to high school students only
  - e. Traditional Enrollment, High School: College instructor on high school campus to high school students only
  - f. Concurrent Enrollment: Approved high school teacher ("Affiliate") on high school campus to high school students only

- g. Independent Affiliate: Approved high school teacher who teaches classes on a high school campus to high school students only
- h. Co-Teacher Affiliate: Approved high school teacher who is paired with a WNC Faculty Co-Instructor to deliver instruction on a high school campus to high school students only

#### **D. ELIGIBILITY**

##### **1. Initial Eligibility**

- a. Students must be enrolled at the School.
- b. Students must be in grades 9 or above.
- c. Students must be in good academic and behavioral standing.
- d. Students are not eligible for federal financial aid through Free Application for Federal Student Aid (FAFSA) but may be eligible for institutional scholarship funds designated for Dual Enrollment, when available.

##### **2. Application**

- a. Students and parents/guardians shall complete an online application using the WNC Application for Admission.
- b. Students and parents/guardians shall complete and submit a High School Authorization Form for each academic year. This must be completed prior to registering for classes.
- c. Students must obtain written approval of the appropriate principal, counselor or other designee that may be required for enrollment in a specific course or program of study.
- d. Approval from the secondary school official indicates that the student has demonstrated academic talent, social maturity and readiness for college classes.

##### **3. Continuing Eligibility**

- a. To earn a degree, students must maintain a minimum cumulative WNC grade point average (GPA) of 2.0. Thus, to continue eligibility in the Dual Enrollment program students must maintain this threshold. Students with a GPA below this minimum threshold may be allowed to continue upon meeting with a WNC advisor and approval from the Executive Director of Student Services or the Vice President of Academic and Student Affairs.

#### **E. COURSES AND CREDIT**

##### **1. Courses**

- a. The School and WNC agree that college level courses are rigorous and demanding; the standards and criteria of any dual credit course shall meet statutory and WNC criteria; and such criteria shall not be diminished for the purpose of the Dual Enrollment program.
- b. The School may request dual credit courses but WNC will make the final determination of the dual credit courses to be offered at any time during the term of this Agreement.
- c. Dual Credit courses taught by the School (concurrent enrollment) shall comply with WNC's student learning objectives, content, syllabi and assessment criteria.
  - i. In cases where WNC provides the content (Co-teacher Affiliate), School instructors shall teach the content as provided.
  - ii. In cases where the School instructor develops the course content (Independent Affiliate),
    - the instructor shall adhere to WNC's student learning objectives, content, syllabi, and assessment requirements;
    - the course may be reviewed and/or accessed by the Dual Enrollment Instructional Facilitator or appropriate Division Director at any time;
    - the Independent Affiliate must implement, in a timely manner, any changes required by the Dual Enrollment Instructional Facilitator or Division Director to align the course to the college-level expectations; and
    - when determined necessary by WNC, the Independent Affiliate must utilize specific assessments identified by WNC as a means of gathering common data across the Dual Enrollment program.

##### **2. Credit**

- a. College courses may be taken for college credit only, high school credit only (in the case of remedial college courses) or for dual credit whereby credits are applied toward high school graduation requirements and college credit attainment simultaneously.
- b. Dual credit may be used for any course offered through WNC and approved by both the School and the Nevada State Board of Education. The School will maintain the list of Approved Dual Credit Courses and the course

equivalencies as outlined in NRS 389.310, 2a. Note: Community service courses are not available for dual credit.

- c. Depending on the specific WNC course, when the student satisfactorily completes the course with a grade of D- or higher, WNC shall award credit toward earning a credential, certificate or degree, as applicable. Note: Some college courses have a pre-requisite of earning a C or better for progression in a sequence of courses.

## II. PROGRAM MANAGEMENT

### A. TUITION, FEES and SUPPLIES

#### 1. Tuition and Fees

- a. The application fee for students participating in the Dual Enrollment program will be waived.
- b. The School shall be responsible for payment of tuition and all applicable course fees to WNC in the designated format and timeline, as specified in Exhibit C (attached).
- c. Students shall be charged a per course fee as designated by the Nevada System of Higher Education Board of Regents, as specified in Exhibit B (attached).
  - i. These course fees shall be paid by the School through a third-party billing process.
  - ii. If the School fails to pay the course fees, WNC will award credit to the student based on the student's successful completion of the dually enrolled course. The student's transcript will not be released and any credential will not be awarded until such time that arrangements have been made to pay the bill.
- d. The School understands and agrees that the charges for tuition and course fees may vary from student to student depending upon the total number of credit hours for which each student has enrolled each term.
- e. If a student withdraws from a course that qualifies under an established school program, as defined in I.C.3, b and d-h, no later than the end of WNC's third week of instruction for a full-term class, WNC shall not charge tuition or fees to the School. No adjustments or refunds of tuition or fees shall be made after this date.
  - i. For classes scheduled outside the standard instructional term, the time frame for withdrawal without charge will be determined mutually by the School and WNC.

### B. STUDENTS

#### 1. Enrollment

- a. Each student enrolled in the Dual Enrollment program, even though enrolled as a WNC student during the term of the dual credit course, shall remain a student of the School.
- b. The School and WNC will collaboratively determine the timeline for the Dual Enrollment program and dual credit courses offered. These may occur within or outside of the established School calendar.
- c. The School shall retain the right to refuse to allow a student to enroll in a Dual Enrollment program and/or dual credit course.
- d. Students shall complete an Enrollment Form each semester or self-enroll through their myWNC student center account.

#### 2. Removal or Withdrawal of Students

- a. Student course withdrawal dates shall be as follows:
  - i. Standard instructional term (full-term): Withdrawal by the end of the 3<sup>rd</sup> week of WNC term. Removal from the course, no documentation of course enrollment will be on the student transcript.
  - ii. Non-standard instructional term: Withdrawal by a mutually agreed upon date. Removal from the course, no documentation of course enrollment will be on the student transcript.
  - iii. After the standard and/or agreed upon withdrawal period: Course will remain on the student transcript with an assignment of a "W" grade.
- b. Student withdrawal procedures shall be as follows:
  - i. Schedule changes: When a student makes a schedule change out of a high school class in which he/she is also dually enrolled in a college course, the school counselor or another high school designee will meet with the student to facilitate the withdrawal process from the WNC course.
    - Course withdrawal must be completed using the WNC Dual Enrollment Withdrawal form.
    - Within one week of separation from the course, the high school counselor or another high school designee will notify the dual enrollment instructor and the WNC Coordinator of Dual Enrollment.
    - Withdrawals after WNC's identified drop dates will not be approved except in extenuating circumstances with appropriate documentation.



- ii. School separation: When a student leaves the high school for reasons such as transfer or relocation, the school shall act on behalf of the student to withdraw the student from a high school class in which he/she is dually enrolled in a college course.
    - The school counselor or high school designee shall withdraw the students within one week of school separation.
    - The school counselor or high school designee will facilitate the withdrawal through the WNC Coordinator of Dual Enrollment, in conjunction with Admissions and Records.
    - Withdrawals after WNC's identified drop dates will not be approved except in extenuating circumstances with appropriate documentation.
    - Expulsion or imprisonment will not be considered as extenuating circumstance.
  - c. Student removal shall be handled as follows:
    - i. The School shall retain the right to remove any student from the Dual Enrollment program and/or a dual credit course in accordance with School policies.
    - ii. WNC shall have the right to remove any School student from the Dual Enrollment program and/or dual credit course in accordance with WNC student conduct or academic dishonesty policies.
    - iii. Removing a student from the Dual Enrollment program and/or dual credit course by either party requires a written explanation to be provided to the other party.
- 3. Academic Advising and Ancillary Services**
- a. Academic advising shall be the joint responsibility of the School and WNC. Both parties shall support students enrolled in the Dual Enrollment program and/or dual credit courses, as may be needed, included but not limited to counseling, guidance and placement assistance.
  - b. The School shall provide student success support for academic achievement in dual credit courses.
- 4. Records and Transcripts**
- Upon completion of a dual credit course, credit and grades shall be assigned to the student's high school and college transcripts in their respective formats. Courses will not be identified as Dual Enrollment or Dual Credit on college transcripts.

## **C. INSTRUCTORS**

### **1. Concurrent/Affiliate Employment Status**

- a. Throughout the term of this Agreement, an instructor provided by the School shall remain an employee of the School and shall be covered under the School's workers' compensation insurance. Instructors shall be subject to the terms and conditions of the instructor's employment contract and the School policy, but shall also be subject to continuing approval by WNC.
- b. Because the instructor provided by the School is not a WNC employee but is, under some circumstances, conducting work for WNC outside of the School contracted work day, upon mutual agreement between the School and WNC, WNC will provide compensation to the School for the Instructor's additional workload with the expectation the School will compensate the Instructor at the same rate.
  - i. See Exhibit D for description of additional responsibilities and associated compensation amounts.
  - ii. WNC shall be responsible for providing an itemized list of instructors identified to receive compensation to the School at least six (6) weeks prior to the end of each semester.
  - iii. The School shall be responsible for providing an invoice for instructor identified to receive compensation to WNC at least four (4) weeks prior to the end of each semester.
  - iv. Prior to the end of the year, the School shall compensate the identified instructors in an amount equal to the invoiced amount received from WNC.

### **2. Selection of Concurrent/Affiliate Instructors**

- a. The School shall nominate an instructor for each dual credit course and submit the instructor's name, as well as evidence of qualification (see Exhibit D), to the WNC Coordinator of Dual Enrollment for review by the appropriate Division Director that administers the specific discipline at WNC.
- b. WNC has the final approval for any instructor nominated by the School to teach dual credit courses.

### **3. Concurrent/Affiliate Instructional Rigor**

- a. To ensure dual credit courses are taught to WNC standards –

- i. Co-teaching affiliate instructors will be paired with a qualified WNC faculty co-instructor who will design, share and guide delivery of the curriculum.
- ii. Independent affiliate instructors will develop course content that adheres to WNC requirements for student learning outcomes and assessment. The course shall be available for access by the Dual Enrollment Instructional Facilitator or appropriate Division Director at any time for review.

#### **4. Concurrent/Affiliate Instructor Responsibilities**

- a. All affiliate instructors shall attend an orientation and any required training before the semester begins.
- b. All affiliate instructors shall work with WNC faculty and staff to ensure student enrollment is accurate and complete.
- c. All affiliate instructors shall manage day-to-day course delivery and instruction. Co-teaching affiliate instructors shall follow the guidance provided by the WNC faculty co-instructor.
- d. All affiliate instructors shall assess, grade and provide feedback on student work in a timely manner. Co-teaching affiliate instructors will do so in collaboration with the WNC faculty co-instructor.
- e. All affiliate instructors shall regularly check rosters and submit information in compliance with WNC dates and deadlines.
- f. All affiliate instructors shall enter course data and grades in Canvas and myWNC in compliance with WNC dates and deadlines.
- g. All affiliate instructors shall maintain regular contact with the Coordinator of Dual Enrollment (independent affiliates) or the WNC faculty co-instructor (co-teaching affiliates).

### **III. RESPONSIBILITIES AND OBLIGATIONS**

#### **A. Mutual Responsibilities**

1. Student Identification Numbers: The School shall assign a unique identification number to each pupil who is enrolled in a Dual Enrollment course. WNC shall retain the unique identification number assigned to each student by the School.
2. FERPA Compliance: The school and WNC agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), upon the terms and conditions set forth in Exhibit A of this Agreement.
3. Insurance: The School and WNC shall procure and maintain, during the term of this Agreement, General Liability insurance or provide for their respective obligations through a program of self-insurance in compliance with NRS Chapter 41. The parties shall maintain Worker's Compensation insurance as required by Nevada law.
4. Indemnification: Neither party waives the right or defense to indemnification that may exist in law or equity. The parties shall not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.
5. Data Sharing: WNC shall have direct access to Dual Enrollment program students' and prospective student's identifiable information, to include courses taken, GPA, class rankings, and standardized placement assessment, which is protected as "educational records" under both state and federal laws, for the purposes and intentions of WNC direct contact. Release, sharing, or any other disclosure of student-identifiable information is prohibited. WNC's Coordinator of Dual Enrollment, Dual Enrollment Instructional Facilitator, appropriate Division Director, WNC Faculty Co-Instructors, and other designated WNC faculty/staff will have full access to Affiliate-taught courses in the WNC Learning Management System (LMS) for the purpose of observing dual credit course instruction and assessing student learning in the dual credit course and the Dual Enrollment program.

#### **B. School Obligations**

##### **1. Facilities, Equipment and Materials**

- a. The School shall provide, at its own expense, classroom/laboratory space in which the Dual Enrollment program and dual credit courses and activities shall be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment program courses shall comply with all applicable provisions of the state Fire Marshal Code and applicable state and federal laws.
- b. The School shall furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for School students participating in Dual Enrollment program courses.
- c. The School shall adopt and utilize WNC-approved textbooks and resources applicable to the Dual Enrollment program courses being taught.
- d. Each student shall be responsible to purchase required textbooks, supplies or materials for the dual credit course in which he/she is enrolled if it is not otherwise provided by the School.

##### **2. Enrollment**

- a. The School shall ensure that each student seeking enrollment in a Dual Enrollment course:
    - i. Completes the necessary application, High School Authorization, and Course Enrollment forms according to established deadlines in effect for each semester of enrollment.
    - ii. Meets any required prerequisites before enrolling.
    - iii. Understands the number of credits required for graduation and the number of credits to be awarded for the successful completion of the dual credit course (NRS 389.310 (2)(a)).
    - iv. Establishes an academic program that includes, as applicable, the academic plan developed for the student pursuant to NRS 388.205 (NRS 389.310(2)(d)).
  - b. The School shall ensure that the parent/guardian of the student seeking enrollment in a Dual Enrollment program and/or dual credit course is aware of the following:
    - i. The student is subject to both the School policies and procedures, as well as WNC and Nevada System of Higher Education policies and procedures.
    - ii. The student is participating in a college level course.
    - iii. The opportunities and requirements for remaining eligible and participating in co-curricular and/or interscholastic activities of the School (NRS 389.310 (2)(g)).
  - c. The School shall ensure that each student who enrolls in a Dual Enrollment program and/or dual credit course pursuant to this Agreement:
    - i. Is a full-time School student currently enrolled in the participating high school.
    - ii. Satisfies any prerequisites for the dual credit course in which he/she is enrolling, as published in the WNC catalog.
    - iii. Complies with WNC policies and the tenets of this Agreement.
  - d. The School shall ensure that for each student completing a dual credit course:
    - i. The title of the course taken is entered into the School's Student Management System (SMS).
    - ii. The course is posted to the student's high school transcript within 3 weeks of completing the course.
    - iii. The student's earned grade is posted to the high school transcript upon being received from WNC.
- 3. Americans with Disabilities Act (ADA) Accommodations**
- a. The District shall, for any student with disabilities, in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the Individual with Disabilities Education Act (IDEA), as applicable, submit appropriate documentation to WNC Disability Support Services (DSS). WNC DSS shall approve accommodations as required by federal and state law.
  - b. The District shall work with WNC in implementing appropriate accommodations or appropriate special education services.
  - c. WNC DSS shall have the primary financial and administrative responsibility for approving and providing necessary accommodations or services for dual enrollment courses.
- 4. Affiliate Instructors**
- a. The School shall ensure that School administrators and School instructors teaching dual credit courses provide instruction in accordance with the policies, regulations and instructional standards of WNC.
  - b. The School shall provide, at its own expense, a substitute teacher, as necessary and agreed upon by WNC, to cover the absence of a School instructor who teaches a dual credit course. In the case of substitutions exceeding 10 consecutive school days, the School shall provide WNC in writing the name and credentials of the substitute teacher.
  - c. When mutually agreed upon, the School shall compensate Concurrent/Affiliate instructors in the amount of the stipend payment received from WNC.
- 5. Student Responsibilities**
- a. The School shall ensure that students seeking enrollment in the Dual Enrollment program and/or dual credit course understand their responsibilities, which include:
    - i. Completing and submitting appropriate forms by assigned deadlines (NRS 389.300).
    - ii. Meeting all college prerequisites for the dual credit course they wish to enroll in.
    - iii. Abiding by all WNC institutional policies and procedures.
    - iv. Informing the school if he/she wishes to drop or drops the dual credit college class during the semester to ensure that his/her academic load requirement is met.

- v. Determining if dual credit earned through the Dual Enrollment program will transfer to another institution of higher education.
- vi. Notifying WNC Disability Support Services if the student has an Individualized Education Plan (IEP) in order to develop an ADA plan for supports offered by WNC.

### C. WNC Obligations

#### 1. Course Requirements

- a. WNC shall determine, in collaboration with the School, which dual credit courses to offer during the term of this Agreement.
- b. WNC shall ensure that the Dual Enrollment program and dual credit courses offered to students are:
  - i. Of a quality and depth to qualify for college credit as determined by WNC.
  - ii. Evaluated and approved through the WNC curriculum adoption process.
  - iii. Transferable to a college or university in the Nevada System of Higher Education, whenever possible.
  - iv. Compliant with standards applied to all college courses.

#### 2. Americans with Disabilities Act (ADA)

- a. WNC is not required to provide Free Appropriate Public Education for students with disabilities.
- b. WNC is required to meet the obligations of ADA.
- c. WNC will work with eligible students to develop an ADA plan that may or may not include modifications.

#### 3. Tuition and Fees

- a. WNC shall notify the School by January 15 of each year if tuition and/or fees will change for the subsequent year.
- b. WNC shall follow established refund policies and/or policies established in this Agreement if/when a student elects to drop a college course, is administratively dropped or is removed by either party.

#### 4. Enrollment

- a. WNC shall grant college credit toward earning a credential, certificate or degree, as applicable for a dual credit course, when a student satisfactorily completes the course with a grade of D- or higher.
- b. WNC shall provide official grades to the students' high school no less than 3 weeks after the end of the term in which the dual credit course was taken.

#### 5. Instruction

- a. WNC shall provide the appropriate supports for high school Concurrent/Affiliate instructors to allow them to meet the rigor and standards that are applied to all college courses.
- b. WNC shall ensure that college-provided Dual Enrollment program instructors follow the same standards of expectation and assessment that are applied to all college courses.
- c. When mutually agreed upon, WNC shall provide a stipend, as outlined in Exhibit D, to the School to be paid to Concurrent/Affiliate instructors.

### IV. JOINT AGREEMENTS

- A. **Entire Agreement:** This agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relation to such subject matter. This Agreement may not be amended, supplemented or modified except by mutual written agreement by the parties.
- B. **Invalid Provisions:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provisions.
- C. **Further Negotiations:** If this Agreement omits or is ambiguous as to a material term, the parties agree to negotiate the term in good faith and, if they are unable to reach an agreement on that term, it shall be supplied by a court of competent jurisdiction according to the standard of what is reasonable under the circumstances.
- D. **Additional Documents:** The parties agree to execute any and all other documents reasonably necessary to effectuate this Agreement.
- E. **Force Majeure:** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or infections, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

- F. **Governing Law:** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Nevada. All activities undertaken pursuant to this Agreement shall be in compliance with all applicable state and federal laws.
- G. **Assignment:** A party may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the written consent of the other party.
- H. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
- I. **Notice:** Notices required by this Agreement shall be in writing, delivered personally, by certified or registered mail, or by overnight courier, and shall be deemed to have been given when delivered personally or when deposited in the United States mail, postage prepaid, or with an overnight courier.
- J. **No Joint Venture:** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor and neither is the agent, employee or servant of the other, and each is responsible for its own conduct.
- K. **Use of Name or Logo:** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permissions or constitutes an endorsement of any commercial product or service.
- L. **Compliance with Non-Discrimination Laws:** Both parties agree to fully comply with all applicable state and federal nondiscrimination laws.
- M. **Counterparts:** This Agreement may be signed in counterparts, each of which may be deemed an original but all of which, together, shall be deemed to be one and the same agreement.
- N. **Signatory:** A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission, for which delivery has been acknowledged by the recipient, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- O. **Effective Term:** This Agreement will not be in effect unless and until it is approved by the legal designees of each party.

**V. Signatures**

Board of Regents, Nevada System of Higher Education on behalf of Western Nevada College:

By *J. Kyle Dalpe for Pres. Dalpe*  
 J. Kyle Dalpe, President, or designee

Date *7-20-23*

On behalf of *Mater Academy* School

By *Renee J. Faulstich*  
 Superintendent or designee

Date *8-2-23*

- Included Exhibits:
- Exhibit A: Family Educational Rights and Privacy Act (FERPA)
  - Exhibit B: Nevada System of Higher Education Dual Enrollment Fee Schedule
  - Exhibit C: Financial Provisions
  - Exhibit D: Affiliate Instructor Qualifications, Responsibilities and Stipends

## **ADDENDUM**

### **AGREEMENT FOR DUAL ENROLLMENT COURSEWORK AT MATER ACADEMY EAST LAS VEGAS CAMPUS**

This is an Addendum to the Interlocal Agreement for the Delivery of Dual Enrollment Coursework between Mater Academy East Las Vegas Campus (School) and the Board of Regents of the Nevada System of Higher Education on behalf of Western Nevada College (WNC). (Individually, a "Party" and collectively, the "Parties.")

#### **TERM AND TERMINATION**

The term of this Addendum shall be for one year, commencing on July 1, 2023, and ending on June 30, 2024. Either party may terminate the Addendum for any reason following written notice to the other Party of the intent to terminate, delivered not less than 90 days prior to the intended date of termination. The Addendum may be extended, by mutual agreement, to coincide with the dates of the initial Agreement.

#### **I. PURPOSE AND SCOPE**

##### **A. PURPOSE**

The purpose of this Addendum is to set forth the understanding of the Parties as to their respective responsibilities and rights in delivering Dual Enrollment courses at Mater Academy East Las Vegas Campus.

##### **B. SCOPE**

This Addendum is subject to the terms and conditions as defined in the Interlocal Agreement for the Delivery of Dual Enrollment Coursework.

#### **II. DEFINITIONS**

For the purposes of this Addendum, the following definitions apply:

- A. Jump Start Program:** A cohort of qualified junior or senior students enrolled in dual credit courses taught by a WNC instructor, and/or an approved high school teacher ("Independent Affiliate" and/or "Co-teacher Affiliate") where credit is applied to both a high school diploma and college transfer credits in the pursuit of an Associate degree or, for CTE students, the pursuit of a Certificate of Achievement where credits may or may not transfer to another institution.
- B. Concurrent Program:** Students enrolled in courses taught by an approved high school teacher ("Independent Affiliate" and/or a "Co-teacher Affiliate") delivering college instruction on the high school campus to high school students only.
- C. Independent Dual Enrollment:** Students who enroll independently in a WNC course that is offered to the public, taught by a WNC instructor, and is not offered through a formally established dual enrollment program with the School.

#### **III. RESPONSIBILITIES AND OBLIGATIONS**

##### **A. MUTUAL OBLIGATIONS**

- 1. The School and WNC agree that qualified junior and senior may participate in the WNC Dual Enrollment program based on the terms and definitions set forth in this Agreement.
- 2. The District and WNC agree that courses offered for dual enrollment must be mutually agreed upon.

##### **B. WNC OBLIGATIONS**

- 1. WNC will meet all obligations as outlined in the Interlocal Agreement.
- 2. WNC will provide student support for each Jump Start cohort.
- 3. WNC will participate in student and/or parent orientations as needed.
- 4. WNC will maintain regular communication with the School in order to address challenges, resolve issues and evaluate effectiveness.

##### **C. SCHOOL OBLIGATIONS**

- 1. The School will meet all the obligations as outlined in the Interlocal Agreement.
- 2. The School will ensure that the Independent Affiliate and/or Co-teacher Affiliate works with a WNC Faculty Co-Instructor.
- 3. The School will support Independent Affiliate and Co-teacher Affiliate attendance at trainings and meetings with consideration of the duties and obligations these individuals have to WNC.

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4. The School will pay 100% of the college tuition and fees incurred for both fall and spring semester.
5. The School will pay for required textbooks.
6. The School will assist students in understanding and completing the college admission and dual credit course enrollment process.

IV. All other provisions of the Interlocal Agreement for the Delivery of Dual Enrollment remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Agreement, which shall be deemed to be amended appropriately in order to be consistent with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

On behalf of Mater Academy East Las Vegas Campus:

Board of Regents, Nevada System of Higher Education  
on behalf of Western Nevada College:

Date 8-2-23

Date 7-25-23

By Renee Jawless  
Principal/School Director or designee

By J. Kyle Dalpe for Pres. Dalpe  
J. Kyle Dalpe, President, or designee

**EXHIBIT A**

**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT**

In order for the Parties to obtain access to the data set forth in this Agreement, the following terms must be followed:

1. The Parties agree to protect student education records and other personally identifiable and/or confidential information in accordance with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g; 34 C.F.R. Part 99; NRS 392.029; NRS 388.272. The Parties agree that they shall require all employees and third-party contractors/vendors to comply with the same FERPA protections as set forth in this Agreement.
  - a. Personally identifiable information has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.
  - b. Education record has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.
  - c. School official has the same meaning as defined under FERPA at 34 C.F.R. § 99.31(a)(1), and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.
  - d. Deidentified data, as used in this Agreement, means data from which all personally identifiable information has been removed or obscured so that a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual student or parent with reasonable certainty. 34 C.F.R. § 99.31(b)(1); 34 C.F.R. § 99.3.
2. The Parties will only share student education records with each other that are necessary to enrollment and participation in the Dual Enrollment program as set forth in the Agreement. The School and WNC may disclose education records of students to each other as "officials of another school system" where the student is enrolled. 20 U.S.C. §1232g; 34 C.F.R. Part 99.
3. The Parties will not collect, use or disclose student personally identifiable information related to enrollment and participation in Dual Credit Courses except as permitted by this Agreement or as required by law.
4. The Parties will conduct the services described in the Agreement in a manner that does not permit personal identification of parents and students by anyone other than representatives of the Parties with legitimate educational interests. 20 U.S.C. §1232g; 34 C.F.R. § 99.31.
5. The Parties warrant and agree that they will each limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the duties and/or services under the Agreement.
6. The Parties shall not use any of the personally identifiable information from education records of students that is provided under this Agreement in violation of any applicable federal or state law, rule, regulation, School District policy, or WNC policy.
7. Each Party is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. § 1232g; 34 C.F.R. § 99.31; 34 C.F.R. § 99.33; NRS 388.272.
8. The Parties will not (i) use student personally identifiable information for advertising purposes; (ii) use student personally identifiable information to amass a profile about a student except in furtherance of the services provided under this Agreement; or (iii) sell student personally identifiable information.
9. The Parties have a right to conduct audits or other monitoring activities of the other Party's procedures and systems, subject to the agreement for frequency and schedule, not to be unreasonably withheld.
10. The Parties acknowledge that they provide training for their employees about FERPA and how to protect education records, and shall instruct applicable employees/agents to avoid accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Agreement. The Parties also acknowledge that they have appropriate disciplinary policies for employees that violate FERPA.
11. Each Party agrees that it will only share the information obtained pursuant to this Agreement with the individuals affiliated with the Party as officers, directors, employees, contractors/vendors, subcontractors, and agents under the direct control of the Party who actually have a legitimate educational interest in the information.



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12. Each Party is independently required to comply with the requirements of FERPA. Each Party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating to, arising out of, or resulting from, or in any manner attributable to, the actions of the other Party.
13. The Parties agree that all copies of data of any type, including any modifications or additions, are subject to the provisions of the Agreement in the same manner as the original information.
14. Each Party represents and warrants that it has a sound data security plan and data stewardship program. Specifically, the Parties will implement and maintain reasonable administrative, physical and technical safeguards for the purpose of preventing any collection, use or disclosure of, or access to the data shared under this Agreement, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard the student data. Such information security program includes: (a) physical security of all premises in which the data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by the Parties to perform any part of the services hereunder.
15. Upon the discovery by either Party of a breach of security, defined as unauthorized access, that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Party who discovered the breach shall provide Notice to the other Party as soon as possible, but not more than 48 hours after such discovery. The Notice shall be delivered to the School by electronic mail to the appropriate party and to WNC by electronic mail to its Admissions & Records Director at Chelsie.hamtak@wnc.edu and shall include the following information, to the extent known at the time of notification. (Please provide Chelsie Hamtak the contact information for the appropriate party at Mater Academy East Las Vegas):
  - a. Date and time of the breach; and
  - b. Names of student(s) whose student data was released, disclosed or acquired; and
  - c. The nature and extent of the breach; and
  - d. The Party's proposed plan to investigate and remediate the breach.
16. Upon discovery of a breach, the Party shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than 30 days after discovery of the breach, provide the other Party with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
17. The Parties agree that all rights belonging to each Party, including all intellectual property rights, shall remain the exclusive property of each Party.
18. If either Party is required by subpoena or other court order to disclose any data, the Party will provide immediate notice of the request to the other Party and will use reasonable efforts to resist disclosure until an appropriate protective order can be sought or a waiver of compliance with the relevant provisions of the Agreement granted.
19. The obligations under the provisions in support of data breach, indemnification and insurance, FERPA requirements, and data security shall survive six years after termination of the Agreement.

**Exhibit B**

## Nevada System of Higher Education Dual Enrollment Fee Schedule

### Dual and Concurrent Enrollment Fees

#### Procedures and Guidelines Manual, Chapter 7, Section 2

<https://nshe.nevada.edu/wp-content/uploads/file/BoardOfRegents/PGManual/COMPLETEPGREV92.pdf>

1. Fees established in this section are effective for academic year 2022-23 and 2023-24 only.
2. All NSHE institutions will charge \$75 per course for concurrent enrollment courses with no additional student and/or special course fees.
3. Except as otherwise provided, the following schedule will be utilized for dual enrollment courses:

Institution Tier	Per Credit Registration Fee	Other Fees
Universities	\$150/credit	Technology fee (regular and iNtegrate); any special course fees associated with an individual course
State College	\$118/credit	
Community Colleges	\$85/credit	

Institutions may utilize this pricing for Nevada high school students who are independently enrolled in an NSHE course that is not offered through a formally established dual enrollment program.

4. The following reduced pricing schedule for dual enrollment courses may be utilized for high school students qualifying for free and reduced lunch:

Institution Tier	Per Credit Registration Fee	Other Fees
Universities	\$102/credit	Technology fee (regular and iNtegrate); any special course fees associated with an individual course
State College	\$80/credit	
Community Colleges	\$58/credit	

5. For the purpose of this section, the term:
  - a. "Concurrent enrollment course" means a postsecondary course taught to high school students by a high school instructor mutually agreed upon by the NSHE institution and high school.
  - b. "Dual enrollment course" means a postsecondary course taught by an NSHE instructor to high school students through a formally established dual enrollment program.

6. Students enrolled in dual or concurrent enrollment courses and/or programs will not be charged an application fee.

(Added 12/21; A. 7/22, 12/22)

**Notes:**

- This fee structure does not apply to WNC courses offered during the summer session.
- For the purpose of WNC, Dual Enrollment Programs may include Dual and/or Concurrent courses.
- Description of Dual Enrollment Program provided in I.C.1-3, a-h.

**EXHIBIT C**

**FINANCIAL PROVISIONS**

**1. PAYMENTS OF TUITION AND FEES**

- a. WNC adheres to the fees established by the Nevada System of Higher Education for dual and concurrent enrollment (NSHE Policies and Guidelines, Rev. 91, Chapter 7, Section 2). See Exhibit B.
- b. Students enrolled in dual or concurrent courses and/or programs will not be charged an application fee (NSHE Policies and Guidelines, Rev. 91, Chapter 7, Section 2.6).

**2. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS**

*Check the appropriate box:*

The School is responsible for the payment of tuition and registration fees to WNC.

*For tuition and registration fees/cost payments required to be made by the School to WNC, the School is authorized and retains the discretion to collect tuition/registration fees/cost payments from its students to the extent the School deems appropriate.*

The student is responsible for payment of tuition and registration fees to WNC.

For any tuition and registration fees/cost payment required to be made by the student to WNC, WNC shall establish an individual billing account for that student and the billing for such tuition and registration fees and costs shall occur in accordance with WNC policies and procedures.

**3. TEXTBOOKS AND REQUIRED COURSE MATERIALS**

*Check the appropriate box:*

The School is responsible for purchase of textbooks and required course materials (such as licenses, lab equipment, personal protective equipment, supplies, etc.)

Each student is responsible for purchase of textbooks and required course materials (such as licenses, lab equipment, personal protective equipment, supplies, etc.)

The School and the student share responsibility for purchase of textbooks and required course materials, as denoted below by a "Sch" for the School or an "S" for student or "NA" for not applicable:

\_\_\_ Textbooks

\_\_\_ Curriculum License, please specify type: \_\_\_\_\_

\_\_\_ Lab Equipment, please specify type: \_\_\_\_\_

\_\_\_ Personal Protective Equipment, please specify type: \_\_\_\_\_

\_\_\_ Supplies, please specify type: \_\_\_\_\_

\_\_\_ Other, please specify: \_\_\_\_\_

**4. CONCURRENT/AFFILIATE INSTRUCTOR COMPENSATION**

As noted in section 2.C.1.a, an instructor provided by the District shall remain an employee of the District and shall be subject to the terms and conditions of the instructor's employment contract and the District policy. Under some circumstances, these instructors may conduct work for WNC outside of the District contracted work day. WNC will provide compensation to the School for the Instructor's additional workload with the expectation that the School will directly compensate the Instructor at the same rate when it has been mutually agreed upon.

*Check the appropriate box:*

The School and WNC agree that WNC will provide additional instructor compensation to the School to compensate the instructor directly, as outlined in section 2.C.1.b. This rate is \$300 per instructor, per course, per semester.

The School and WNC agree that WNC will not provide additional instructor compensation to the School or the Instructor.

**5. FINANCIAL AID**

WNC will not offer Federal Financial Aid through FAFSA for the Dual Enrollment Program.

**6. FORMAT OF INVOICES BETWEEN THE SCHOOL AND WNC**

The School and WNC shall send invoices to the other to the attention and the address listed below no later than 30 days after the end of each semester or as otherwise defined in this Agreement. Each invoice shall detail any payments due. Payments shall be made due within 30 days of the receipt of an invoice.

Invoice to be sent to WNC:

Western Nevada College  
Attn: Cashier's Office  
2201 W. College Parkway  
Carson City, NV 89703

Invoices to be sent to the School:

Mater Academy East Las Vegas Campus  
3900 E. Bonanza Rd.  
Las Vegas, NV 89110

## Exhibit D

### WNC Affiliate Instructor Position Description

A *WNC Affiliate Instructor* (Affiliate) is responsible for teaching WNC classes as an instructor of record. Affiliates are formally employed by partner institutions (typically a partner high school) and teach college courses through a dual enrollment agreement.

Within the *WNC Co-Teaching Model*, Affiliates work closely with a WNC Faculty Co-Instructor, who serves as the instructor of record. The WNC Faculty Co-Instructor develops the curriculum and shares the course shell; orients the Affiliate with the shell; designs and guides the general approach to the curriculum and its delivery; supports timely and accurate enrollment of students; and supports affiliate instruction, assessment and execution of required processes throughout the semester.

The *WNC Co-Teaching Model* leverages the content, curricular and pedagogical expertise of the college faculty and high school instructor to provide the best opportunity for student success. In this model, both instructors collaborate to provide a high-quality educational experience for students.

### Affiliate Qualifications

#### **Co-Teaching**

- Current high school teacher with a valid Nevada teaching license OR a bachelor's degree in Secondary Education from an accredited institution.
  - *Note: Specialty licenses that require less than a bachelor's degree are excluded except in specific circumstances. These will be evaluated on a case-by-case basis.*
- Experience teaching in the discipline or a closely related field and at a similar level
- Willingness to collaborate with WNC faculty to provide a quality educational experience for students
- Instructors with only a substitute teaching license may, in special circumstances, be approved as affiliates only if they a) meet the minimum requirements for college faculty teaching in the specific discipline and b) have demonstrated competency in successfully delivering curriculum to high school students.

#### **Independent**

- Current high school teacher with a valid Nevada teaching license (regular) OR a bachelor's or higher degree in Education from an accredited institution.
- Master's degree and experience teaching in the discipline or a closely related field and at a similar level
- Willingness to collaborate with WNC faculty to provide a quality educational experience for students

#### **Non-transferable Disciplines**

- Current high school teacher with a valid Nevada teaching license (required to be an Independent Affiliate) or substitute license
- Relevant industry experience and certifications as applicable
- Willingness to collaborate with WNC faculty to provide a quality educational experience for students

## Affiliate Responsibilities

### Co-Teaching

1. Attend pre-semester orientation and required training before the semester begins (program overview, Canvas, curriculum – approximately 6 hours).
2. Meet regularly with WNC Faculty Co-Instructor to collaborate on curriculum, assessment, grading and course management.
3. Work with WNC staff to ensure student enrollment is accurate and complete; collect and submit enrollment forms as received.
4. Deliver and manage day to day course instruction following guidance provided by the WNC Faculty Co-Instructor.
5. Educate and remind students of requirements and procedures associated with dual credit participation.
6. Assess, grade and provide feedback on student work in a timely manner.
7. Enter course data and grades in the assigned Canvas shell and myWNC in compliance with WNC dates and deadlines.
8. Periodically verify rosters for accuracy in Canvas and myWNC.
9. Provide program and course feedback to assist continuous improvement.

### Independent

1. Develop and/or customize curriculum in Canvas, ensuring content and objectives adheres to WNC requirements for student learning outcomes and assessment.
2. Provide course access to the Dual Enrollment Facilitator or appropriate Division Director at any time for review.
3. Work with WNC staff to ensure student enrollment is accurate and complete; collect and submit enrollment forms as received.
4. Deliver and manage day to day course instruction.
5. Educate and remind students of requirements and procedures associated with dual credit participation.
6. Assess, grade and provide feedback on student work in a timely manner.
7. Enter course data and grades in the assigned Canvas shell and myWNC, in compliance with WNC dates and deadlines.
8. Periodically verify rosters for accuracy in Canvas and myWNC.
9. Provide program and course feedback to assist continuous improvement.
10. Maintain regular contact with WNC.

### Compensation

- Each Affiliate will receive a \$300 stipend to complete additional work associated with WNC requirements.