

INTERLOCAL AGREEMENT BETWEEN THE DOUGLAS COUNTY SCHOOL DISTRICT 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 the Douglas County School District (District) 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 District desires that WNC provide high school students with college-level courses that may be counted toward both high school and college graduation requirements.

The District 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 District. The District 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 District, 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 that 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 college faculty member to deliver instruction on a high school campus to high school students only

## **D. ELIGIBILITY**

### **1. Initial Eligibility**

- a. Students must be enrolled at a District high 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 District 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 District 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 District (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), District instructors shall teach the content as provided.
  - ii. In cases where the District 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 anytime;
    - 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 District and the Nevada State Board of Education. The District 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 District shall be responsible for payment of tuition and all applicable course fees to WNC in the designated format and timeline, as specified in the Addendums.
- c. For concurrent courses, 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 District through a third party billing process, when applicable.
  - ii. The District agrees to remit payment for tuition invoices within thirty (30) days of receipt.
  - iii. If the District 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 but the student's transcript will not be released and any credential will not be awarded until a payment plan is established.
- d. For courses that are not concurrent, students shall be charged the per credit 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 District through a third party billing process, when applicable.
  - ii. The District agrees to remit payment for tuition invoices within thirty (30) days of receipt.
  - iii. If the District 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 but the student's transcript will not be released and any credential will not be awarded until a payment plan is established.
- e. The District 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.
- f. 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 District. 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 District 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 District.
- b. The District 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 District calendar.
- c. The District 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 an extenuating circumstance.
- c. Student removal shall be handled as follows:
  - i. The District shall retain the right to remove any student from the Dual Enrollment program and/or a dual credit course in accordance with District policies.
  - ii. WNC shall have the right to remove any District 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 District 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 District 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 District shall remain an employee of the District and shall be covered under the District's workers' compensation insurance. Instructors shall be subject to the terms and conditions of the instructors employment contract and the District policy, but shall also be subject to continuing approval by WNC.

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

- a. The District shall nominate an instructor for each dual credit course and submit the instructor's name, as well as evidence of qualification (see Exhibit C), to the 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 District 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 District 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 District.
2. FERPA Compliance: The District 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 District 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 Workers 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 students' 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 Co-teaching 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. District Obligations**

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

- a. The District 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 District shall furnish, at its own expense, all course materials, specialized equipment, and other necessary equipment for District students participating in Dual Enrollment program courses.
- c. The District 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 District.

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

- a. The District 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 District 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 District 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 District (NRS 389.310 (2)(g)).
- c. The District 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 District 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 District shall ensure that for each student completing a dual credit course:
  - i. The title of the course taken is entered into the District'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 District shall ensure that District administrators and District instructors teaching dual credit courses provide instruction in accordance with the policies, regulations and instructional standards of WNC.
- b. The District shall provide, at its own expense, a substitute teacher, as necessary and agreed upon by WNC, to cover the absence of a District instructor who teaches a dual credit course. In the case of substitutions exceeding 10 consecutive school days, the District shall provide WNC in writing the name and credentials of the substitute teacher.

### **5. Student Responsibilities**

- a. The District 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 District, 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 District 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.

## 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 pre-paid, 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 full comply with all applicable state and federal non-discrimination 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, 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 effective 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, President, or designee

Date 1 / f / S

On behalf of w/J /bt11?3/school Distric1

By \_\_\_\_\_  
 Superintendent or designee

Date /4 / " / \*

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



**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. §12329; 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 District 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. §12329; 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.

INTERLOCAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF WESTERN NEVADA COLLEGE

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 District 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 with the contact information for the appropriate party at Douglas County School District):
  - 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/2022/05/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 Reaistration Fee	Other Fees
Universities	\$150/credit	Technology fee (regular and iNtegrate); any special course fees associated with an individual course
State Colleae	\$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 Reaistration Fee	Other Fees
Universities	\$102/credit	Technology fee (regular and iNtegrate); any special course fees associated with an individual course
State Colleae	\$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

## **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.

## **ADDENDUM**

### **AGREEMENT FOR THE DOUGLAS HIGH SCHOOL DUAL ENROLLMENT PROGRAMS**

This is an Addendum to the Interlocal Agreement for the Delivery of Dual Enrollment Coursework between the Douglas County School District's **Douglas High School (DHS)** 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 programs at Douglas High School.

##### **8. SCOPE**

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

#### **II. ACADEMIC RESPONSIBILITIES AND OBLIGATIONS**

##### **A. MUTUAL AGREEMENTS**

1. OHS and WNC mutually agree to offer the following dual enrollment programs:
  - a. Jump Start- this program is delivered by a college instructor on the high school campus to a selected cohort of high school students; students are enrolled in prescribed courses each year.
  - b. Concurrent Enrollment- this program is delivered by an approved high school teacher ("Affiliate") on the high school campus to high school students only.
  - c. Online/Remote Enrollment - this program is delivered by a college instructor in an online/remote modality for a selected cohort of high school students.
2. OHS 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. WNC OBLIGATIONS**

1. WNC will provide the following academic offerings, as outlined below:
  - a. Jump Start Cohort
    - i. Year 1 Students
      - Early Start: COM 101
      - Semester 1: ENG 101, EPY 150, MATH 126, PSC 101
      - Winter Session: possible General Education requirement
      - Semester 2: ENG 102, MATH 127, a science course, ECON 100
    - ii. Year 2 Students: To be determined based on each students' chosen pathway and selected from WNCs regular course offerings
    - iii. Courses may be added or changed upon mutual agreement
  - b. Concurrent Enrollment
    - i. WNC will offer EDU 110 and EDU 112, taught by an independent affiliate instructor
    - ii. Courses may be added or changed upon mutual agreement
  - c. Online/Remote Enrollment
    - i. WNC will offer a cohort-based EDU 201 and EDU 202, taught by a WNC instructor

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- li. Courses may be added or changed upon mutual agreement
- 2. WNC will charge the following fees, in accordance with the Nevada System of Higher Education Policies and Guidelines
  - a. Jump Start: \$85 per credit
  - b. Concurrent Enrollment: \$75 per course
  - c. Online/Remote Enrollment: \$85 per credit
  - d. Payment **is the** responsibility of the student/parent with the following exceptions:
    - I. DHS **and the** District will pay for EDU 110 and EDU 112
    - i. OHS and the District will pay for EDU 201 and EDU 202
- 3. WNC will maintain regular communication with Douglas High School administration and counseling to facilitate the activities and requirements associated with dual enrollment in support of student success.
- 4. WNC will begin invoicing after the third week of the fall and spring semesters until the balance is paid in full.

**C. DHS OBLIGATIONS**

- 1. OHS will adhere to the agreements and obligations outlined in the Interlocal Agreement for the Delivery of Dual Enrollment Coursework.
- 2. OHS will ensure that concurrent enrollment courses taught by Affiliate instructors comply with WNC's student learning objectives, content, syllabi and assessment criteria, as well as meeting all the instructor responsibilities outlined in the Interlocal Agreement for the Delivery of Dual Enrollment Coursework
- 3. OHS will ensure that students enrolled in the dual enrollment classes have the academic talent, social maturity and readiness to be successful in the dual enrollment course.
- 4. OHS will maintain regular communication with WNC dual enrollment personnel to facilitate the activities and requirements **associated** with dual enrollment in support of student success.
- 5. DHS and the district will submit invoice payments within thirty (30) days of receipt.

III. 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 Douglas County School District

Date 10/1/22

By [Signature]  
Douglas High School Principal or designee

Date 10/18/23

By [Signature]  
Superintendent or designee

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

Date 10/1/23

By [Signature]  
J. Kyle Dalpe, President, or designee

**ADDENDUM**

**AGREEMENT FOR THE ASPIRE HIGH SCHOOL DUAL ENROLLMENT PROGRAMS**

This is an Addendum to the Interlocal Agreement for the Delivery of Dual Enrollment Coursework between the Douglas County School Districts **Aspire** High School (**Aspire**) 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 programs at Aspire High School.

**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. ACADEMIC RESPONSIBILITIES AND OBLIGATIONS**

**A. MUTUAL AGREEMENTS**

1. **Aspire and WNC** mutually agree to offer the following dual enrollment programs:
  - a. Traditional Enrollment, High School-College instructor on high school campus providing instruction to high school students only.
  2. Aspire 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. WNC OBLIGATIONS**

1. WNC will provide the following academic offerings, as outlined below:
  - a. Traditional Enrollment, High School
    - i. Semester 1: ART 100, PEX 169
    - ii. Semester 2: courses to be determined
  - b. Programs and/or courses may be added or changed based on mutual agreement.
2. WNC will charge the following fees, in accordance with the Nevada System of Higher Education Policies and Guidelines:
  - a. Traditional Enrollment \$85 per credit
  - b. Associated course fees
  - c. Required textbook costs
3. WNC will maintain regular communication with Aspire High School administration and counseling to facilitate the activities and requirements associated with dual enrollment in support of student success.
4. WNC will begin invoicing after the third week of the WNC fall and spring semesters until the balance is paid in full.

**C. SCHOOL OBLIGATIONS**

1. Aspire will adhere to the agreements and obligations outlined in the Interlocal Agreement for the Delivery of Dual Enrollment Coursework.
2. Aspire will pay 100% of the college tuition and fees incurred for both fall and spring semester for the agreed upon courses.



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3. Aspire will pay for purchase of textbooks and required course materials (such as licenses, lab equipment, personal protective equipment, supplies, etc.)
4. Aspire will ensure that concurrent enrollment courses taught by Affiliate instructors comply with WNC's student learning objectives, content, syllabi and assessment criteria, as well as meet all the instructor responsibilities outlined in the Interlocal Agreement for the Delivery of Dual Enrollment Coursework
5. Aspire will ensure that students enrolled in the dual enrollment classes have the academic talent, social maturity and readiness to be successful in the dual enrollment course.
6. Aspire will maintain regular communication with WNC dual enrollment personnel to facilitate the activities and requirements associated with dual enrollment in support of student success.
7. Aspire and the District will submit invoice payments within thirty (30) days of receipt.

III. 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 Douglas County School District:

Date 9/12/23

By [Signature]  
Aspire High School Principal or designee

Date \_\_\_\_\_

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

Date \_\_\_\_\_

By [Signature]  
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By Su

## ADDENDUM

### AGREEMENT FOR THE GEORGE WHITTELL HIGH SCHOOL DUAL ENROLLMENT **PROGRAMS**

This is an Addendum to the Intertocal Agreement for the Delivery of Dual Enrollment Coursework between the Douglas County School District's **George Whittell High School (GWHS)** 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 programs at George Whittell High School.

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

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

#### **II. ACADEMIC RESPONSIBILITIES AND OBLIGATIONS**

##### **A. MUTUAL AGREEMENTS**

1. GWHS and WNC mutually agree to offer the following dual enrollment programs:
  - a. Traditional Enrollment- students enroll independently in a college class taught by a college instructor on a college campus
  - b. Online/Remote Enrollment - this program is delivered by a college instructor in an online/remote modality for a selected cohort of high school students
2. The GWHS 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. WNC OBLIGATIONS**

1. WNC will provide the following academic offerings, as outlined below:
  - a. Traditional Enrollment and Online/Remote Enrollment
    - i. Students enroll independently in the course of their choosing
    - ii. Courses may be added or changed based on existing WNC policies and procedures
2. WNC will charge the following fees, in accordance with the Nevada System of Higher Education Policies and Guidelines
  - a. Traditional and Online/Remote Enrollment: \$85 per credit
  - b. Payment is the responsibility of the student/parent
3. WNC will maintain regular communication with GWHS administration and counseling to facilitate the activities and requirements associated with dual enrollment in support of student success.

##### **C. GWHS OBLIGATIONS**

1. GWHS will adhere to the agreements and obligations outlined in the Interlocal Agreement for the Delivery of Dual Enrollment Coursework.
2. GWHS will ensure that students enrolled in the dual enrollment classes have the academic talent, social maturity and readiness to be successful in the dual enrollment course.
3. GWHS will maintain regular communication with WNC dual enrollment personnel to facilitate the activities and requirements associated with dual enrollment in support of student success.

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III. All other provisions of the Intertocal Agreement for the Delivery of Dual Enrollment remain in full force and effect, other than any provision that conflicts with the tenns 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 Douglas County School District:**

Date 10/5/23

By [Signature]  
George Whitten High School Principal or designee

Date 10/18/23

By [Signature]  
Superintendent or designee

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

Date 10/18/23

By [Signature]  
President, or designee