

August 25, 2022

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

Ms. Ebert:

The Clark County School District (CCSD) would like to request approval from the Nevada State Board of Education for an additional course from the Nevada System of Higher Education (NSHE) for which high school credit can be granted. It would be appreciated if this item could be considered at the next available Nevada State School Board meeting.

On June 9, 2022 the CCSD Board of Trustees approved *EDU 345 School-Based Mental Health Field Experience* to be offered as a dual enrollment course.

College Course ID	College Credit	College Course Title	High School Credit Type
EDU 345	3.0	School-Based Mental Health Field Experience	Arts/Humanities/Career and Technical Education

Thank you for this consideration and processing of this submission. Please let me know if any additional information is needed to complete this process.

Sincerely,

Amy Adams

Amy Adams
College and Career Readiness Coordinator

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

The Clark County School District (District) proposes to enter into an Interlocal Agreement (Agreement) (Exhibit A and B) with the Board of Regents of the Nevada System of Higher Education, on behalf of Nevada State College (NSC), to offer approved 100-level or 200-level college courses that qualify both for high school credit and towards college credit (students will have Dual Enrollment Courses) to approximately 5,000 qualified District students. Upon successful completion of the approved course, the student will receive credit toward high school graduation from the District and simultaneously receive credit from Nevada State College. The anticipated project period is from June 24, 2022, through June 24, 2027, in an amount of \$522,900.00.

Funding is requested for licensed extra-duty pay.

This Agreement has been reviewed by the Office of the General Counsel and approved as to form.

Should the Board of School Trustees not authorize this item, students will not benefit from this program.

Discussion and possible action on approval to enter into an Interlocal Agreement between the Clark County School District and the Board of Regents of the Nevada System of Higher Education, on behalf of Nevada State College, to offer approved 100-level or 200-level college courses that qualify both for high school credit and college credit (students will have Dual Enrollment Courses) to approximately 5,000 qualified Clark County School District students per year, from June 24, 2022, through June 24, 2027, in an amount of \$522,900.00, to be paid from Fund 0100, Cost Center 1010011662, and for the Superintendent of Schools, Clark County School District, and the President and Clerk, Clark County School District Board of Trustees, to sign the Interlocal Agreement, is recommended.

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Proposed Budget

Anticipated Project Period: June 24, 2022, through June 24, 2027

Licensed Extra-Duty Pay	\$522,900.00
Project Total	\$522,900.00

Budget Narrative

<u>Licensed Extra-Duty Pay</u>	\$522,900.00
Funds will be used for licensed extra-duty pay.	
Project Total	\$522,900.00

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**INTERLOCAL AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND NEVADA STATE COLLEGE**

This Interlocal Agreement (Agreement) is entered into this 24th day of June, 2022, between the Clark County School District (District), a political subdivision of the State of Nevada and Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of Nevada State College (NSC) (individually, a "Party", and collectively, the "Parties").

BACKGROUND

NSC and the District are authorized to enter into this Agreement pursuant to Nevada Revised Statutes (NRS) Chapter 277.

NSC has determined that it is desirable to offer college level courses at certain District schools during the day or through remote instruction that may be counted toward both high school and college graduation requirements.

District students are authorized under NRS 389.160, 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.

The District desires that NSC provide high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understandings of the Parties regarding their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to District students. The District and NSC shall mutually determine the partnering high schools on an annual basis, and finalize a list of those schools to be maintained by both Parties.

2. DEFINITION

A Dual Credit or Dual Enrollment Course is defined as a college level course that is conducted on the partnering District high school (School) or NSC campus, and that is:

- A. Applicable to an established college academic degree or certificate program, and transferable to a college or university under the jurisdiction of the NSHE; and
- B. Applicable towards the completion of a high school course of study.

Concurrent Enrollment is a subset of Dual Enrollment. The National Alliance of Concurrent Enrollment Partnerships (NACEP) offers this distinction: sometimes called *Dual Credit*, *Dual Enrollment*, *College*

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in the High School, or Early College. Concurrent Enrollment differs from other models of Dual Enrollment because high school instructors teach the college level courses.

Concurrent Enrollment program (CEP) instructors are the high school teachers who have been approved by the College to teach credit-bearing, college-level classes in partnering high schools.

3. TERM AND MODIFICATIONS

- A. This Agreement is effective as of the last date any authorized signatory affixes their signature below (Effective Date).
- B. This Agreement shall be effective for five years from the effective date. This Agreement may be terminated, without cause, at any time by either NSC or the District upon 30 days written notice to the other. If instruction in a Dual Enrollment Course has begun, NSC and the District will use their reasonable efforts to finish the semester instruction and award high school and college credit before terminating activities under this Agreement.
- C. Termination shall not relieve either Party from its obligation to pay instructors for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.
- D. If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Parties mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five working days of such meeting. If reconciliation is not achieved within the five day period, this Agreement will automatically terminate.
- E. Pursuant to NRS 388.272, either Party may terminate this Agreement and seek payment of monetary damages from the other Party for any intentional or grossly negligent noncompliance with the terms of this Agreement.
- F. The provisions of this Agreement may be modified only by written agreement executed by NSC and the District. This Agreement, together with the Exhibits, sets forth the entire understanding and agreement between NSC and the District on this topic of Dual Enrollment, and supersedes all previous statements or agreements, whether oral or written.
- G. Any renewal of this Agreement will be subject to further negotiation and written agreement.

4. COLLEGE OBLIGATIONS

4.1 General Course Requirements

- A. NSC will determine the Dual Enrollment Courses to be offered at any time during the term of this Agreement.

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- B. NSC will offer Dual Enrollment Courses to students who meet NSC's prerequisites.
- C. NSC will ensure that all Dual Enrollment Courses offered to students are:
 - 1. Of a quality and depth to qualify for college credit as determined by NSC;
 - 2. Evaluated and approved through the NSC curriculum approval process;
 - 3. Transferable to a college or university under the NSHE; and
 - 4. Compliant with all standards for NSC courses.
- D. A student enrolled in a Dual Enrollment Course shall be admitted to NSC for college-level credit under current procedures for admission as a non-degree seeking student if the student has achieved two of the following conditions:
 - 1. Have a cumulative unweighted grade point average of 3.0 or higher.
 - 2. Have a recommendation by their high school counselor or educator.
 - 3. Have a new SAT score of at least 1090, or equivalent Preliminary SAT (PSAT) score.
 - 4. Have a composite score of 21 or more on the ACT or equivalent Preliminary ACT score.

The School may petition for an exception to this admittance policy on a case-by-case basis.
- E. NSC shall determine residency status of the District students for tuition and/or fees purposes in accordance with established NSHE policies and procedures.
- F. NSC will provide School 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 Enrollment Courses.
- G. NSC will ensure that instructors of Dual Enrollment Courses follow the same standards of expectation and assessment that are applied to other college courses.
- H. NSC will 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. Note: some college courses have prerequisites of C or higher for progression in a sequence of courses (i.e., English, mathematics, science).

4.2 Instructors and Instruction

- A. NSC will ensure that the District instructors teaching Dual Enrollment Courses have valid teaching qualifications in the field being taught and are selected and evaluated by NSC using the same procedure and criteria that are used for part time instructors (PTI) at NSC.
- B. In some cases of Dual Enrollment Courses, NSC will provide college faculty to teach the Dual Enrollment Courses.

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4.3 Assessment and Monitoring

- A. NSC will assess each Dual Enrollment Course based upon the same standards used for all NSC courses.
- B. NSC will designate a liaison to assist with Dual Enrollment program activities and to meet with the liaison designated by the District as necessary and at least once within a one-year period, to review Dual Enrollment Course outlines and the high school's scope and sequence, and to review and amend course outlines as necessary.
- C. NSC will assess the ongoing effectiveness of each course through surveys of students who participated in Dual Enrollment Courses and surveys of key NSC personnel involved in the teaching and planning of Dual Enrollment programming to ensure that the standards of achievement for students in Dual Enrollment Courses are commensurate with the achievement of students in college equivalent courses. The Parties agree that the surveys will not ask students to reveal any information concerning the protected areas set forth in the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. § 1232h.

4.4 Policies and Procedures

- A. NSC will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statutes and the NSHE policies and procedures.
- B. NSC will provide the partnering District high schools with NSC policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. NSC will provide the School access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate educational interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both the District and NSC. NSC will comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and applicable regulations, and comply with all of the privacy and data security provisions set forth in Exhibit A.

4.5 Students with Disabilities

- A. After notification of a student's need from the School, if NSC is providing the instructor, NSC will cooperate with the recommendations of the Disability Resource Center to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act (IDEA), as applicable. NSC shall work with the School and Disability Resource Center in determining appropriate accommodations or special education services, however, the District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.
- B. If a student requires the services of the Disability Resource Center, NSC will provide training

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and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (ADA) of 1990, and Subpart E of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112).

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

- A. The School will provide an opportunity for students who meet criteria pursuant to Paragraphs B and C of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to NRS 388.205, the School will develop a four-year plan for each student, which may include Dual Enrollment Courses.
- C. The School will ensure that each student who enrolls in a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending the School.
- D. If the District is providing the instructor for the Dual Enrollment Course, the District will provide instruction in accordance with the policies, regulations, and instructional standards of NSC in courses designated as Dual Enrollment Courses to students of the District at the District facility during the day or remotely through the District's Learning Management System (LMS), i.e., Canvas or Blackboard.
- E. The School will verify that each student enrolled in a Dual Enrollment Course satisfies any prerequisites for the Dual Enrollment Course as published in the NSC catalog and complies with NSC policies and this Agreement regarding student placement in courses.
- F. The School shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by NSC are included in tuition and/or fee charges.
- G. The School shall provide LMS help and support to students enrolled in Dual Enrollment Courses.

5.2 Instructors and Instruction

- A. If the District is to provide the instructor, the District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Course and submit the instructor's name and credentials to NSC's Coordinator for High School Partnerships.
- B. The District will ensure the District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations, and instructional standards of NSC.
- C. If the District is providing the instructor, the District will provide at the District's expense a substitute instructor, as necessary and as agreed upon by the NSC, to cover the absence of a

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District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, the District shall notify NSC in writing of the name and credentials of the substitute instructor.

- D. If NSC is to provide the instructor for either during the school day or remote instruction in Dual Enrollment Courses, NSC will ensure that its instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations, and instructional standards of NSC and comply with NSC assessments.

5.3 Assessment and Monitoring

- A. The District will designate a liaison to assist with Dual Enrollment activities and to meet with the NSC designated liaison as necessary and, at least once within a one-year period, to review Dual Enrollment Course outlines and the high school scope and sequence, and amend the course outlines as necessary.

5.4 Policies and Procedures

- A. The School will ensure that each student seeking enrollment in a Dual Enrollment Course:
1. Has completed the necessary admission applications, registration processes, and residency reclassification processes according to NSC deadlines in effect for the semester of enrollment; and
 2. Has completed required NSC placement examinations or has met required placement scores and prerequisites; and
 3. The parent/guardian of the student is aware the student is subject to both the District policies and procedures, NSC and NSHE policies and procedures; and
 4. The parent/guardian of the student is aware the student is participating in a college-level course, and should act appropriately; and
 5. The parent/guardian of the student is aware of the requirements for their student to apply for residency reclassification and determination of in-state registration fee vs out-of-state tuition; and
 6. The parent/guardian of the student is made aware of opportunities and requirements for participating in co-curricular/interscholastic activities at NSC.
- B. The District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to the District policies and procedures and NSC policies and procedures, including the right of NSC to withdraw authorization of the instructor's participation in the Dual Enrollment program for failure to follow NSC requirements.

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- C. The District will provide NSC access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate educational interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment program courses will be enrolled in both the District and NSC. The District will comply with FERPA, and applicable regulations, and comply with all of the privacy and data security provisions set forth in Exhibit A.

5.5 Students with Disabilities

- A. The District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, and submit appropriate documentation on students with disabilities to the Disabilities Coordinator at NSC, and implement accommodations or special education services as required by Federal and State law and as negotiated between the NSC Disability Resource office and the School.
- B. The District shall work with NSC in determining appropriate accommodations or special education services. The District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services.

5.6 Facilities and Funding

- A. The District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provisions of the state Fire Marshal Code and all other applicable federal and state laws.
- B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit B attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1 Instructor

- A. Throughout the term of this Agreement, 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 District Policies and Regulations, but shall also be subject to continuing approval by NSC. Should a District instructor violate NSC procedure or policy, NSC may withdraw authorization for the instructor to participate in the Dual Enrollment program and the District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify NSC in writing of such substitution. The instructor must be approved by NSC pursuant to the terms of this Agreement.
- B. Throughout the term of this Agreement, an instructor provided by NSC shall remain an employee of NSC, and shall be subject to the terms and conditions of the instructor's

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employment contract and NSC policy, but shall also be subject to the District policy. Should a NSC instructor violate the District procedure or policy, the District may ask the NSC to withdraw authorization for the instructor to participate in the Dual Enrollment program and NSC, upon such withdrawal of authorization, shall substitute another qualified instructor and notify the District in writing of such substitution.

- C. The Parties agree that all instructors must comply with District procedures and Nevada law (including NRS 391.104) regarding background checks and fingerprinting.

6.2 Student

- A. Each student enrolled in a Dual Enrollment Course, even though enrolled as a NSC student during the term of the Dual Enrollment Course, shall remain a student of the District and shall follow the schedule and calendar of classes as established by the District and approved by NSC. NSC agrees to schedule Dual Enrollment Course sections in alignment with the academic calendar of the District wherever possible.

6.3 Removal from Course

- A. The District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with District policies. NSC shall have the right to remove any District student from a Dual Enrollment Course in accordance with the NSC student conduct policies. Removing a student from a Dual Enrollment Course by either Party requires a written justification and will be aligned with NSC deadlines and procedures for course withdrawals.

6.4 Schedule and Number of Students

- A. The number of students admitted for any Dual Enrollment Course shall not be less than 15 students per section, and shall not exceed a maximum of 30 students per section, except and to the extent that the Parties agree otherwise in writing in a specified circumstance. The District and NSC must mutually agree if any student who is not a student of the District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.
- B. Specific course offerings will be determined upon discussions between the District and NSC and are dependent on high school demand, instructor availability, and the recommendation of high school principals, the Dean of the academic college, and the Provost's office.

6.5 Availability of Instructors

- A. Availability of Dual Enrollment Courses offered by NSC shall be dependent on the availability of appropriately qualified instructors and/or faculty available to serve as subject matter liaisons. NSC may compensate the District for the services of a qualified instructor provided by the District or, alternatively, NSC may provide a qualified instructor to deliver any Dual

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Enrollment Courses. Instructors provided by NSC shall comply with all the District and school rules, policies, and regulations, including adherence to any verbal coaching or guidance related to appropriate action established by precedent. Instructors provided from the District and approved to teach Dual Enrollment Courses by NSC must comply with existing policies and deadlines associated with the submission of final course grades.

6.6 Guidelines

The District and NSC shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of the District and all personnel of NSC who are involved in the Dual Enrollment program are provided with program guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

NSC and the District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and NSC criteria, and such criteria shall not be diminished for the purpose of the Dual Enrollment program.

6.8 Partnering High Schools

The District and NSC shall mutually determine the participating high schools on an annual basis. Additional schools may be added during the Agreement time period, if liaisons from both NSC and the District agree. A current and updated list of participating high schools must be maintained by both Parties.

7. FINANCIAL PROVISIONS

7.1 Fees

Fees and charges for the Dual Enrollment Courses and programs are provided in Exhibit B attached to this Agreement.

7.2 Supplies

The District will provide and pay for basic textbooks and workbooks related to the teaching of and the administration of Dual Enrollment Courses within the District or taught remotely on behalf of the District.

7.3 Tuition and Fees

- A. The District shall be responsible for payment of tuition or fees to NSC, as specified in Exhibit B.
- B. NSC may provide grants, scholarships, or eligible financial aid in accordance with NSC policies as set forth in Exhibit B.

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- C. The District understands and agrees that tuition or fees charges for students enrolled under this Agreement 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.

7.4 Billing Format

The format for billing of all services pursuant to this Agreement is set forth in Exhibit B.

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five years after termination of this Agreement and shall be open to reasonable inspection and audit by the other Party during that period. Audits may be conducted, at a time mutually agreed upon by the parties or by any appropriate political subdivision or agency of the State of Nevada. This Agreement and all accounts, reports, files and other records relating to this Agreement are subject to the Nevada Public Records Laws (NRS Chapter 239).

9. CONFIDENTIALITY

All student records shall be kept confidential in accordance with this Agreement, FERPA and regulations adopted pursuant to FERPA (see also Exhibit A), the IDEA and regulations adopted thereunder, applicable state laws, and District policies and regulations controlling the disclosure of personally identifiable information from a student's education records.

10. RESPONSIBILITY

10.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each Party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits, and all other applicable benefits.

10.2 Insurance and Indemnification

Each Party shall carry commercial general liability insurance, or shall self-insure, in accordance with the NRS. Such insurance shall be written by a company licensed by the state of Nevada and either Party shall respond in tort in accordance with NRS Chapter 41. Each Party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

Each Party shall be responsible for its own negligence subject to the limitations on liability provided under NRS Chapter 41, and to the same degree, shall hold harmless and indemnify the

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other Party, its Trustees and its governing board, individual members thereof, employees, agents, and volunteers for any and all claims, demands, actions, suits, judgments, losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the negligent acts or omissions involving this Agreement. Each Party agrees to protect, defend, indemnify, and save and hold harmless the other Party's Trustees and governing board, individual members thereof, employees, agents, and volunteers and assume all costs, expenses, and liabilities of any nature to which the other Party may be subjected as a result of any claim, demand, action, or cause of action arising out of the indemnifying Party's negligent acts or omissions involving this Agreement.

11. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

12. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all District and NSC policies and regulations and State and Federal laws and regulations, including Executive Order 2009-09, which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the ADA.

13. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

14. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

15. INVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid, or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

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16. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Nevada and shall incorporate by reference all laws governing interlocal agreements and mandatory contract provisions of state and local agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

17. NOTICE

All notices under this Agreement shall be sent to Clark County School District and Nevada State College, as follows:

Clark County School District
College and Career Readiness and School Choice
1180 Military Tribute Place
Henderson, Nevada 89074

Nevada State College
Provost Office
1300 Nevada State Drive
Henderson, Nevada 89002

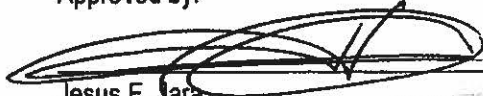
[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLARK COUNTY SCHOOL DISTRICT


Approved by:



Jesus F. Jara
Superintendent of Schools

6-29-22

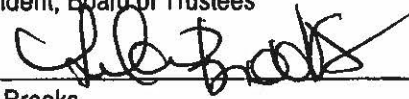
Date



Irene A. Cepeda
President, Board of Trustees

6/23/22

Date

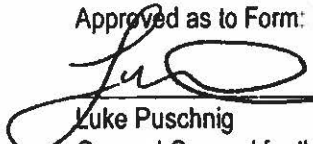


Lola Brooks
Clerk, Board of Trustees

6/23/22

Date

Approved as to Form:



Luke Puschnig
General Counsel for the Clark County School District

6/1/22

Date
Reviewed by Carrie Bourdeau, Esq. (Legal) 6-1-22

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF
NEVADA STATE COLLEGE

Approved by:




Kevin Butler
Senior Vice President for Finance and Business Operations

7/6/2022

Date

Approved as to Legal Form:



Berna Rhodes-Ford
General Counsel for Nevada State College

7/6/2022

Date

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ON BEHALF OF NEVADA STATE COLLEGE

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 Courses as set forth in the Agreement. The School and NSC 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 Enrollment 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.

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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, District policy, or NSC 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.
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.

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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 its Chief Technology Officer at ChiefTechnologyOfficer@nv.ccsd.net and to NSC by electronic mail to Support@nsc.edu, and shall include the following information, to the extent known at the time of notification:
 - a. Date and time of the breach;
 - b. Names of student(s) whose student data was released, disclosed or acquired;
 - c. The nature and extent of the breach;
 - 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.

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EXHIBIT B

FINANCIAL PROVISIONS

1. INSTRUCTORS

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

- Clark County School District shall provide and pay all instructors
- Nevada State College shall provide and pay all instructors
- Each Party shall provide and pay for instructors as follows:

Approved Clark County School District instructors shall receive:

- 1) \$250.00 per Dual Enrollment section taught from Nevada State College. This is provided to each instructor once per semester for each section of Dual Enrollment Course taught during the traditional school day or remotely.
- 2) Extra-duty pay of 10 hours at \$31.50/hour (for a total of \$315.00) from the Clark County School District for each semester taught. This is provided to each instructor once per semester.

Nevada State College academic faculty, faculty in residence, part time instructors, and graduate teaching assistants who are teaching dedicated sections of college courses either on campus or at the high school will be compensated based upon existing discipline-based pay scales.

2. PAYMENTS OF TUITION AND FEES:

Dual Enrollment tuition fees for NSHE institutions are \$75.00 per Concurrent Enrollment Course for each individual student.

FEES AND/OR COSTS:

Set out below are additional fees and costs and, for each, a designation as to whether the School District, high school, or students are responsible for payment of each fee or cost.

Concurrent Enrollment Courses:

Fees and Costs (including special course fees; assessment costs, if any; etc.)	Responsible Party for Payment
\$30.00 Non-degree Application Fee (one-time)	Waived by College
\$75.00 Concurrent Enrollment Course Tuition Charge	The District, 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:

- The District is responsible for payment of tuition and application fees to NSC College.
- Each student is responsible for payment of tuition and application fees to NSC.

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For tuition and registration fees/cost payments required to be made by the District to NSC:

- A. The District is authorized and retains the discretion to collect tuition and registration fees/costs payments from its students to the extent the District deems appropriate; and
- B. The District may reduce its required payment of tuition and registration fees/costs owed to NSC pursuant to paragraph 3 by the amount of any payment owed to the District by NSC pursuant to paragraph 2.

For any tuition and registration fees/cost payment required to be made by the student to NSC, NSC 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 NSC policies and procedures.

4. FINANCIAL AID

Except as indicated in this section, NSC offers no grant, scholarship or financial aid 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 NSC policies and procedures.

5. FORMAT OF INVOICES BETWEEN THE CLARK COUNTY SCHOOL DISTRICT AND NEVADA STATE COLLEGE

The District and NSC shall send invoices to the other to the attention and at the address listed below no later than 30 days after the end of each semester. Each invoice shall detail any payments due. Payments shall be made due within 30 days of the receipt of an invoice.

Invoices to be sent to NSC:

Nevada State College
Cashier's Office
1300 Nevada State Drive
Henderson, Nevada 89002

Invoices to be sent to the District:

School Banker
Participating School