

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

The Clark County School District (District) proposes to enter into an Interlocal Agreement (Agreement) with the Board of Regents of the Nevada System of Higher Education on behalf of Great Basin College to offer approved 100 or 200 level college courses that qualify both for high school credit and college credit (students will have Dual Enrollment) to 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 Great Basin College. The anticipated project period is April 25, 2025, through June 30, 2030.

A student enrolled in a Dual Enrollment course shall be admitted to Great Basin College for college-level credit under current procedures for admission as a non-degree seeking student subject to all current Great Basin College policies, procedures, and admittance requirements, which are subject to change. The District may petition for an exception to this admittance policy on a case-by-case basis.

This Agreement has been reviewed by the District's 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 Dual Enrollment 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 Great Basin College to offer approved 100 or 200 level college courses that qualify both for high school credit and college credit (students will have Dual Enrollment) to Clark County School District students, from April 25, 2025, through June 30, 2030, 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, with no impact to the general fund, is recommended.

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**INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT  
AND GREAT BASIN COLLEGE**

This Interlocal Agreement (Agreement) is entered into 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 Great Basin College (College) (individually, a Party, and collectively, the Parties).

**BACKGROUND**

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

The College has determined that it is desirable to offer college-level courses at the high school 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 the College 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 the College 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**

For the purposes of this agreement, a Dual Credit Course is defined as a college-level course that is conducted at the partnering District high school (School) or the College 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.
- C. The College may implement multiple Dual Credit program (Program) delivery models:

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- 1) Concurrent Enrollment – college courses taught at the School by high school teachers approved by the College department.
- 2) Onsite Dual Enrollment – college courses taught at the School by faculty from the College.
- 3) Online/Remote Dual Enrollment – college courses taught by the College faculty.

**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 (5) years from the Effective Date. This Agreement may be terminated, without cause, at any time by either the College or the District upon thirty (30) days written notice to the other. If instruction in a Program has begun, the College and the District will use their reasonable efforts to finish the semester instruction and award college credit before terminating activities under this Agreement.
- C. Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining enrollment 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 the College and the District. This Agreement sets forth the entire understanding and agreement between the College and the District on this topic of Dual Credit, and supersedes all previous statements or agreements, whether oral or written, pertaining to any Dual Credit agreements between individual the College colleges/departments and the District.
- G. Any renewal of this Agreement will be subject to further negotiation and written agreement.

**4. COLLEGE OBLIGATIONS**

**4.1 General Course Requirements**

- A. The College will determine the Program courses to be offered at any time during the term of this Agreement.

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- B. The College will offer Program courses to Students who meet the College's prerequisites.
- C. The College will ensure that all Program courses offered to students are:
  - 1) Of a quality and depth to qualify for college credit as determined by the College;
  - 2) Evaluated and approved through the College curriculum approval process;
  - 3) Transferable to a college or College under the NSHE; and
  - 4) Compliant with all standards for the College courses.
- D. A student enrolled in a Dual Credit Course shall be admitted to the College for college-level credit under current procedures for admission as a non-degree seeking student subject to all College policies, procedures, and admittance requirements, which may change from time to time. The School may petition for an exception to this admittance policy on a case-by-case basis.
- E. The College shall determine residency status of the District students for tuition and/or fees purposes in accordance with established NSHE policies and procedures.
- F. The College will provide the 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 Program courses.
- G. The College will ensure that instructors of Program courses follow the same standards of expectation and assessment that are applied to other college courses.
- H. The College will grant college credit toward earning a credential, certificate or degree, as applicable for a Program 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. The College will ensure that the District instructors teaching Concurrent Enrollment Courses have valid teaching qualifications in the field being taught and are selected and evaluated by the College using the same procedure and criteria that are used for part-time instructors (PTI) at the College.
- B. In some cases of Dual Credit Courses, the College will provide College faculty to teach the Program courses collaboratively with District instructors, in compliance with NRS 331.104 and District Regulation 4100.

#### **4.3 Assessment and Monitoring**

- A. The College will assess each Program course based upon the same standards used for all the College courses.

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- B. The College will designate a liaison to assist with 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 Program course outlines and the high school's scope and sequence, and to review and amend course outlines as necessary.
- C. The College will assess the ongoing effectiveness of each course through surveys of students who participated in Program courses and surveys of key College personnel involved in the teaching and planning of Program courses to ensure that the standards of achievement for students in Program 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. The College will comply with all applicable procedures and requirements for the Program courses set out in state statutes and the NSHE policies and procedures.
- B. The College will provide the School with College policies and procedures applicable to students enrolling in Program courses.
- C. The College will provide the School access to the educational records of students who provide express written authorization for the release of their records. To the extent School obtains such records, it will protect them as confidential and otherwise protect the records consistent with the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and applicable regulations, and it will 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 Program courses will be enrolled in both the District and the College. The College and School will comply with 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 the College is providing the instructor, the College will cooperate with the recommendations of the College's 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. The College shall work with the School and Disability Resource Center in determining appropriate accommodations or special education services, however, the School 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, the College will provide training 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

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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 Program 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 Program courses.
- C. The School will ensure that each student who enrolls in a Program 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 Credit Course, the District will provide instruction in accordance with the policies, regulations, and instructional standards of the College in courses designated as Dual Credit 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 Program course satisfies any prerequisites for the Program course as published in the College catalog and complies with the College 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 Credit Course. Classroom supplies normally supplied by the College are included in tuition and/or fee charges.
- G. The School shall provide LMS help and support to students enrolled in Dual Credit 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 Concurrent Enrollment Course and submit the instructor's name and credentials to the Associate Dean of the academic college for review by the academic department chair that administers the specific discipline at the College for approval.
- B. The District will ensure the District instructors teaching Concurrent Enrollment Courses provide instruction in accordance with the policies, regulations, and instructional standards of the College.
- 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 College, to cover the absence of a District instructor who teaches a Concurrent Enrollment Course. In the case of

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substitutions exceeding 10 consecutive school days, the District shall notify the College in writing of the name and credentials of the substitute instructor.

- D. If the College is to provide the instructor for either during the school day or remote instruction in Dual Enrollment Courses, the College will ensure that its instructors teaching Program courses provide instruction in accordance with the policies, regulations, and instructional standards of the College and comply with the College assessments. Further, the College shall comply with background checks in compliance with NRS 331.104 and District Regulation 4100.

### **5.3 Assessment and Monitoring**

- A. The District will designate a liaison to assist with Program activities and to meet with the College designated liaison as necessary and, at least once within a one-year period, to review Program 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 Credit Course:
- 1) Has completed the necessary admission applications, registration processes, and residency reclassification processes according to the College deadlines in effect for the semester of enrollment;
  - 2) Has completed required College placement examinations or has met required placement scores and prerequisites;
  - 3) The parent/guardian of the student is aware the student is subject to both the District policies and procedures, and the College 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;
  - 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 the College.
- B. The District will ensure that each instructor of Concurrent Enrollment Courses agrees to be subject to the District policies and procedures and the College policies and procedures, including the right of the College to withdraw authorization of the instructor's participation in the Program for failure to follow College requirements.
- C. The District will provide the College 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 Concurrent Enrollment Courses will be enrolled in both the District and the College. The District will comply with

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FERPA, and applicable regulations, and comply with all of the privacy and data security provisions set forth in Exhibit A. Exhibit A shall be attached hereto and incorporated by reference.

**5.5 Students with Disabilities**

- A. The District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the American's Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, and submit appropriate documentation on students with disabilities to the Disabilities Coordinator at the College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and the School.
- B. The District shall work with the College 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 Credit Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Credit Courses shall comply with all applicable provisions of the state Fire Marshal Code and all other applicable federal and state laws.
- B. 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 the District policy, but shall also be subject to continuing approval by the College. Should a District instructor violate the College procedure or policy, the College may withdraw authorization for the instructor to participate in the Program and the District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify the College in writing of such substitution. The instructor must be approved by the College pursuant to the terms of this Agreement.
- B. Throughout the term of this Agreement, an instructor provided by the College shall remain an employee of the College, and shall be subject to the terms and conditions of the instructor's employment contract and the College policy, but shall also be subject to the District policy. Should a College instructor violate the District procedure or policy, the District may ask the College to withdraw authorization for the instructor to participate in the Program and the College, upon such withdrawal of authorization, shall substitute another qualified instructor

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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.
- D. Notwithstanding any term in this section to the contrary, the parties agreement on the payment and employment status of instructors is in the attached Exhibit B.

## **6.2 Student**

Each student enrolled in a Program course, even though enrolled as a College student during the term of the Program 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 the College. The College agrees to schedule Dual Credit Course sections in alignment with the academic calendar of the District wherever possible.

## **6.3 Removal from Course**

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

## **6.4 Schedule and Number of Students**

- A. The number of students admitted for any Dual Credit Course shall not be less than 10 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 the College must mutually agree if any student who is not a student of the District will be enrolled in a Program 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 the College 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**

Availability of Program courses offered by the College shall be dependent on the availability of appropriately qualified instructors and/or faculty available to serve as subject matter liaisons. The College may compensate the District for the services of a qualified instructor provided by the District or, alternatively, the College may provide a qualified instructor to deliver any Program enrollment course. Instructors provided by the College shall comply with all the District and School

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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 Concurrent Enrollment Courses by the College must comply with existing policies and deadlines associated with the submission of final course grades.

#### **6.6 Guidelines**

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

#### **6.7 Rigor of Courses**

The College and the District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Program course shall meet statutory and the College criteria, and such criteria shall not be diminished for the purpose of the Dual Credit program.

#### **6.8 Partnering High Schools**

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

### **7. FINANCIAL PROVISIONS**

#### **7.1 Fees**

Fees and charges for Program courses are provided in Exhibit B attached to this Agreement. Exhibit B shall be attached hereto and incorporated by reference.

#### **7.2 Supplies**

The District will provide and pay for basic textbooks and workbooks related to the teaching of and the administration of Program 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 the College, as specified in Exhibit B.
- B. The College may provide grants, scholarships, or eligible financial aid in accordance with College policies as set forth in Exhibit B. In addition, the College may offset tuition and fee

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payments owed to the College by the District with payments due from the College to the District.

- C. The District understands and agrees that tuition or fees charged for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending on the student's eligibility for in-state fees.
  
- D. Dual and Concurrent Enrollment course fees are set by the Board of Regents of NSHE. These course fees will be paid by the District through an established third-party billing process. If the District fails to pay the course fees, the College will not award any College credit to the student despite the student's otherwise successful completion of the Program course. If the student withdraws from the course no later than the day before the class begins, the College will not charge tuition or fees to the District. No adjustments or refunds of the College fees will be made on or after the first day of the semester.

#### **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 the 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.

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**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. College's NRS 41 self-insurance satisfies the requirements of this section 10.2.

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 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 activities 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 activities involving this Agreement. The Parties' indemnity obligations are limited in accordance with NRS 41.0305 to NRS 41.039. The parties do not waive any defense of sovereign immunity, including indemnity actions. Any indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$200,000.00 per cause of action.

**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 the College policies and regulations and State and Federal laws and regulations 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.

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**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.

**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 the District and the College, as follows:

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

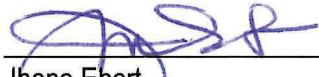
Great Basin College  
President's Office  
1500 College Parkway  
Elko, Nevada 89801

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

**CLARK COUNTY SCHOOL DISTRICT**

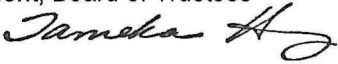
Approved by:

  
\_\_\_\_\_  
Jhone Ebert  
Superintendent of Schools

4/25/25  
Date

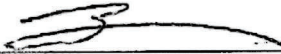
  
\_\_\_\_\_  
Irene Bustamante Adams  
President, Board of Trustees


4-24-2025  
Date

  
\_\_\_\_\_  
Tameka Henry  
Clerk, Board of Trustees

\_\_\_\_\_  
Date

Approved as to Form:


  
\_\_\_\_\_  
Jon Okazaki  
General Counsel

Reviewed by Carrie  
Bourdeau, Esq. (Legal)   
C 2025

2/20/25  
Date

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF GREAT  
BASIN COLLEGE**

Approved by:

  
\_\_\_\_\_  
Board of Regents of the Nevada System of  
Higher Education on behalf of Great Basin College

05 / 01 / 2025  
Date

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**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 College 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. Notwithstanding any provision in this Agreement to the contrary, College will not disclose any student record without written authorization of the affected student, or their parent or guardian if required.
4. 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.
5. 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.
6. 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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7. 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, the District policy, or College policy.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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

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other Party as soon as possible, but not more than 48 hours after such discovery. The Notice shall be delivered to the District by electronic mail to its Chief Technology at [ChiefTechnologyOfficer@nv.ccsd.net](mailto:ChiefTechnologyOfficer@nv.ccsd.net) and to the College by electronic mail to the Vice President of Academic Affairs at [Sara.Negrete@gbcnv.edu](mailto:Sara.Negrete@gbcnv.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; and
  - d. The Party's proposed plan to investigate and remediate the breach.
17. 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.
18. The Parties agree that all rights belonging to each Party, including all intellectual property rights, shall remain the exclusive property of each Party.
19. 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.
20. 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

Great Basin 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: (\$1,000.00) per Concurrent Enrollment course section taught from Great Basin College and an additional (\$500.00) when the professional development requirement is completed. In the event the parties later agree that Clark County School District will provide any instructor pursuant to this agreement, such instructor will be paid directly by the College as a part-time employee, pursuant to the College's normal practices for paying such employees.

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

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

For 2025–2026 Dual Credit tuition fees for NSHE institutions are (\$100.00) per Concurrent Enrollment course or (\$87.50) per credit for each on-site/campus-based Dual Enrollment program course for each individual student.

For 2026–2027 Dual Credit tuition fees for NSHE institutions are (\$110.00) per Concurrent Enrollment course or (\$92.00) per credit for each on-site/campus-based Dual Enrollment program course for each individual student

For 2027–2028 Dual Credit tuition fees for NSHE institutions are (\$114.50) per Concurrent Enrollment course or (\$95.75) per credit for each on-site/campus-based Dual Enrollment program 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 Clark County School District, College or students are responsible for payment of each fee or cost.

**Concurrent Enrollment Program 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 the College
Applicable Concurrent Enrollment Course Tuition Charge (no additional student and/or	The District, using third-party billing

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special course fees may be assessed)	
Textbook/required Course Materials	Paid by the high school

**Onsite Dual Enrollment/Campus-Based Dual Enrollment Program 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 the College
Applicable per credit for each on-site/campus based Dual Enrollment course plus NSHE mandated technology fee and any special course fees	The District, using third-party billing
Textbook/required Course Materials	Student

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

*Check the appropriate line:*

- The Clark County School District is responsible for payment of tuition and registration fees to Great Basin College.
- Each student is responsible for payment of tuition and registration fees to Great Basin College.

For tuition and registration fees/cost payments required to be made by the Clark County School District to Great Basin College:

- A. The Clark County School District is authorized and retains the discretion to collect tuition and registration fees/costs payments from its students to the extent the Clark County School District deems appropriate; and
- B. The Clark County School District may reduce its required payment of tuition and registration fees/costs owed to Great Basin College pursuant to paragraph three by the amount of any payment owed to the Clark County School District by Great Basin College pursuant to paragraph two.

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

**4. FINANCIAL AID**

Except as indicated in this section the College offers no grant, scholarship, or financial aid for the Dual Enrollment program.

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

**5. FORMAT OF INVOICES BETWEEN THE CLARK COUNTY SCHOOL DISTRICT AND GREAT BASIN COLLEGE**

The District and the College 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 the College:

Controller's Office  
Great Basin College  
1500 College Parkway  
Elko, Nevada 89801

Invoices to be sent to the District:

School Banker  
Participating School