

INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

The Clark County School District (District) proposes to enter into an Interlocal Agreement (Agreement) (Exhibit A, B, and C) with the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno (University), 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 2,750 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 the University of Nevada, Reno. The anticipated project period is June 24, 2022, through June 24, 2027, in the amount of \$315,000.00.

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 the University of Nevada, Reno, 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 2,750 qualified Clark County School District students per year, from June 24, 2022, through June 24, 2027, in an amount of \$315,000.00, 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	\$315,000.00
Project Total	\$315,000.00

Budget Narrative

<u>Licensed Extra-Duty Pay</u>	\$315,000.00
Funds will be used for licensed extra-duty pay.	
Project Total	\$315,000.00

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**INTERLOCAL AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT AND UNIVERSITY OF NEVADA, RENO**

This Interlocal Agreement (Agreement) is entered into between The Clark County School District (District), a political subdivision of the State of Nevada and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) (individually, a "Party," and collectively, the "Parties").

RECITALS

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

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

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

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

I. PURPOSE AND SCOPE OF DUAL ENROLLMENT PROGRAM

A. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Credit Courses, as that term is defined in Section B below, to eligible District students at certain high schools in the District. The District and UNR shall mutually determine the high schools participating in the Dual Enrollment Program on an annual basis.

B. DESCRIPTION OF DUAL ENROLLMENT PROGRAM

- 1. Dual Enrollment Program.** A Dual Enrollment Program is a program which allows high school students to earn course credits that can simultaneously satisfy high school graduation requirements and college credits that can be applied towards college degrees or certificate completion at any college or university under the jurisdiction of the Board of Regents of the Nevada System of Higher Education.
- 2. The Dual Enrollment Program** offers courses to the students, defined as Dual Credit Courses for purposes of this Agreement. A Dual Credit Course is a college or university course that have been approved by the Nevada Department of Education to satisfy specific high school graduation requirements.
- 3. Modes of Dual Enrollment Instruction.** Dual Credit Course instruction can be delivered or taught by: 1) College or university faculty on their respective campuses; 2) college or

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university faculty at the students' high school campuses; 3) college or university faculty using online/remote modalities; and 4) high school teachers at their high school campuses but supervised by college faculty ("Concurrent Enrollment"). For purposes of this Agreement the mode of instruction shall be Concurrent Enrollment.

C. ELIGIBILITY

1. Application

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

2. Initial Eligibility

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

3. Continuing Eligibility

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

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D. COURSES AND CREDIT

1. Courses

- a. The District and UNR agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Credit Course shall meet statutory and UNR criteria, and such criteria shall not be diminished for the purpose of the Dual Enrollment Program.
- b. UNR will determine the Dual Credit Courses to be offered at any time during the term of this Agreement.
- c. Courses taught by the District shall comply with the UNR's student learning objectives, content and syllabi, which UNR shall provide to District.

2. Credit

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

II. PROGRAM MANAGEMENT

A. TUITION AND FEES AND SUPPLIES

1. Tuition and Fees

The non-degree application fee for Dual Enrollment Program students will be waived. The District shall be responsible for payment of tuition and all applicable course fees to UNR, as specified in Exhibit B. The format for billing of all services pursuant to this Agreement is set forth in Exhibit B. Exhibit B shall be attached hereto and incorporated by reference.

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Students shall be charged a per course fee of \$75.00 by UNR. This course fee shall be paid by the District through a third party billing process that has already been established. If the District fails to pay the course fees, UNR will not award any UNR credit to the student despite the student's otherwise successful completion of the Dual Credit Course.

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

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

B. STUDENTS

1. Enrollment

- a. The number of students admitted for any Dual Credit 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.
- b. Each student enrolled in a Dual Credit Course, even though enrolled as a UNR student during the term of the Dual Credit Course, shall remain a student of the District and shall follow the academic schedule and calendar of classes as established by the District and approved by UNR.

2. Removal or Withdrawal of Student

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

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3. Academic Advising and Ancillary Services

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

4. Records and Transcripts

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

C. INSTRUCTORS

1. Employment Status

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

2. Selection of Instructors

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

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3. Instructor Responsibilities

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

4. Removal of Instructor

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

III. MUTUAL RESPONSIBILITIES AND OBLIGATIONS

A. MUTUAL RESPONSIBILITIES

1. Liaisons

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

2. Guidelines

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

3. Partnering High Schools

The District and UNR 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 District and UNR agree. The names of the participating high schools shall be included in Exhibit C, which can be updated annually and attached to this Agreement.

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4. Student Identification Numbers

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

5. FERPA Compliance

The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA), upon the terms and conditions set forth in Exhibit A to this Agreement. Exhibit A shall be attached hereto and incorporated by reference herein.

6. Insurance

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

7. Indemnification

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

8. Data Sharing

UNR shall have direct access to Dual Enrollment program students and prospective student's identifiable information, to include courses taken, GPA, class ranking, standardize placement assessment, is protected as "education records" under both state and federal laws for the purposes and intentions of UNR direct contact. Release, sharing, or any other disclosure of student identifiable information is prohibited. UNR course coordinators will have full access to the District Learning Management System (LMS) so that they may observe Dual Enrollment Course instruction and assess Dual Enrollment student learning.

B. DISTRICT OBLIGATIONS

1. Facilities and Equipment

- a. The District shall provide, at its own expense, classroom/laboratory space in which Dual Credit Courses and activities shall be conducted. Facilities and ancillary services provided for the delivery of Dual Credit Courses shall comply with all applicable provisions of the state Fire Marshal Code and all other applicable federal and state laws.
- b. The District shall furnish, at its own expense, all course textbooks, materials,

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specialized equipment, and other necessary equipment for District students participating in the Dual Enrollment Program. The District shall adopt and utilize UNR approved textbooks, course outlines, and grading standards applicable to the Dual Credit Courses being taught. Each student shall be responsible to purchase other supplies, if any, required for the Dual Credit Course.

- c. The District and the partnering high school shall provide UNR LMS help and support to students enrolled in Dual Credit Courses.

2. Enrollment

- a. The District shall ensure that each student seeking enrollment in a Dual Credit Course has completed:
 1. The necessary admission applications, registration processes, and residency reclassification processes according to UNR deadlines in effect for each semester of enrollment; and
 2. The required UNR placement examinations or has met required placement scores and prerequisites.
- b. The District shall ensure that the parent/guardian of the student seeking enrollment in a Dual Credit Course is aware:
 1. The student is subject to both the District policies and procedures, and UNR and Nevada System of Higher Education policies and procedures; and
 2. The student is participating in a college level course; and
 3. Of the requirements for the student to apply for residency reclassification and determination of in-state registration fee vs out-of-state tuition; and
 4. Of the opportunities and requirements for participating in co-curricular/ interscholastic activities at the District.
- c. All applicable forms to be signed by the students or parent/guardian shall be kept by the District.
- d. The District shall establish an academic program for each student enrolled in the Dual Credit Course. The academic plan shall include, as applicable, the academic plan developed for the student pursuant to NRS 388.205.
- e. The District through its partnering high schools shall ensure that each student who enrolls in a Dual Credit Course pursuant to this Agreement is a full-time District student and is currently enrolled in and attending the partnering high school.
- f. The District through its partnering high schools shall verify that each student

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enrolled in a Dual Credit Course satisfies any prerequisites for the Dual Credit Course as published in the UNR catalog and complies with UNR policies and this Agreement regarding student placement in courses.

3. American's Disabilities Act Accommodations

The District shall determine the appropriate accommodations for each qualified student with disabilities in accordance with the American's Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act (IDEA), as applicable, submit appropriate documentation on students with disabilities to the Disabilities Resource Centers (DRC) at UNR and implement accommodations or special education services as required by federal and state law and as agreed upon by DRC and the District. The District shall work with UNR 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.

4. Instructors

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

C. UNIVERSITY OBLIGATIONS

1. Course Requirements

- a. UNR shall determine the Dual Enrollment Courses to be offered at any time during the term of this Agreement.
- b. UNR shall offer Dual Enrollment Courses to students who meet UNR prerequisites.
- c. UNR shall ensure that all Dual Enrollment Courses offered to students are:
 1. Of a quality and depth to qualify for college credit as determined by UNR; and
 2. Evaluated and approved through the UNR curriculum approval process; and

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3. Transferable to a college or university under the Nevada System of Higher Education (NSHE); and
4. Compliant with all standards for UNR courses.

2. Enrollment

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

3. Instructors

- a. UNR shall provide partnering high schools the instructional information necessary to meet the goals of the courses delivered, including but not limited to, college approved textbook titles, syllabi, course outlines, and grading standards applicable to Dual Credit Courses.
- b. UNR shall ensure that instructors of Dual Credit Courses follow the same standards of expectation and assessment that are applied to other college courses.
- c. UNR shall provide LMS training/assistance to instructors teaching Dual Credit Courses.

IV. GENERAL PROVISIONS

A. TERM AND TERMINATION

1. The Term of this Agreement shall be for five years. The Term shall commence on June 24, 2022, and shall end on June 24, 2027.
2. Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Notwithstanding any termination under this Agreement, once a student has begun a Dual Credit Course and so long as the student remains in good standing in UNR and the District, the student shall be allowed to finish the Dual Credit Courses for that semester.
3. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to UNR of any kind whatsoever.

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B. MISCELLANEOUS

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

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UNR:

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

District:

Clark County School District
College, Career, Equity, and
School Choice Unit
5100 West Sahara Avenue
Las Vegas, Nevada 89146

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

[SIGNATURE ON TO FOLLOW]

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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

Date

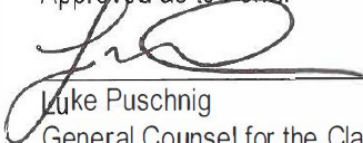
Irene A. Cepeda
President, Board of Trustees

Date

Lola Brooks
Clerk, Board of Trustees

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
UNIVERSITY OF NEVADA, RENO**

Approved by:

Jeff Thompson
Executive Vice President and Provost

Date

Approved as to Form:

Mary Phelps Dugan
General Counsel for University of Nevada, Reno

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 Credit Courses as set forth in the Agreement. The School and UNR may disclose education records of students to each other as "officials of another school system" where the student is enrolled. 20 U.S.C. §1232g; 34 C.F.R. Part 99.
3. The Parties will not collect, use, or disclose student personally identifiable information related to enrollment and participation in Dual Credit Courses except as permitted by this Agreement or as required by law.
4. The Parties will conduct the services described in the Agreement in a manner that does not permit personal identification of parents and students by anyone other than representatives of the Parties with legitimate educational interests. 20 U.S.C. §1232g; 34 C.F.R. § 99.31.
5. The Parties warrant and agree that they will each limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the duties and/or services under the Agreement.
6. The Parties shall not use any of the personally identifiable information from education records of students that is provided under this Agreement in violation of any applicable federal or state law,

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rule, regulation, School District policy, or UNR 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.
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

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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 UNR by electronic mail to its Vice-Provost for Information Technology and CIO at ssmith@unr.edu, and shall include the following information, to the extent known at the time of notification:

- a. Date and time of the breach; and
 - b. Names of student(s) whose student data was released, disclosed or acquired; and
 - c. The nature and extent of the breach; and
 - d. The Party's proposed plan to investigate and remediate the breach.
16. Upon discovery of a breach, the Party shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than 30 days after discovery of the breach, provide the other Party with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
17. The Parties agree that all rights belonging to each Party, including all intellectual property rights, shall remain the exclusive property of each Party.
18. If either Party is required by subpoena or other court order to disclose any data, the Party will provide immediate notice of the request to the other Party and will use reasonable efforts to resist disclosure until an appropriate protective order can be sought or a waiver of compliance with the relevant provisions of the Agreement granted.
19. The obligations under the provisions in support of data breach, indemnification and insurance, FERPA requirements, and data security shall survive six years after termination of the Agreement.

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EXHIBIT B

FINANCIAL PROVISIONS

1. INSTRUCTORS

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

- The District shall provide and pay all instructors
- UNR shall provide and pay all instructors
- Each party shall provide and pay for instructors as follows:

Approved District instructors shall receive:

- 1) From UNR:
 - a) \$1,000.00 per Dual Credit Course section taught. This is provided to each instructor once per semester for each section of Dual Credit Course during the traditional school day.
 - b) \$1,000.00 per school year for professional learning.
- 2) From the District: Extra duty pay of ten hours at \$31.50/hour (for a total of \$315.00) for each section taught. This is provided to each instructor once per semester.

2. PAYMENTS OF TUITION AND FEES:

UNR registration fees are \$75.00 per three unit course for each individual student in each Dual Credit Course.

FEES AND/OR COSTS:

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

Fees and Costs (including special course fees; assessment costs, if any; etc.)	Responsible Party for Payment
\$60.00 Non-Degree Application Fee (one-time)	Waived by the University
\$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 registration fees to UNR.
- Each student is responsible for payment of tuition and registration fees to UNR.

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

- 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

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- B. The District may reduce its required payment of tuition and registration fees/costs owed to UNR pursuant to paragraph 3 by the amount of any payment owed to the District by UNR pursuant to paragraph 2.

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

4. FINANCIAL AID

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

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

5. FORMAT OF INVOICES BETWEEN THE DISTRICT AND THE UNIVERSITY

The District and the UNR 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 UNR:

Cashiering and Student Accounts
University of Nevada, Reno
1664 North Virginia Street
Reno, Nevada 89557

Invoices to be sent to the District:

School Banker
High School

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EXHIBIT C

NAMES OF PARTNERING HIGH SCHOOLS

Centennial High School
10200 Centennial Parkway
Las Vegas, Nevada 89149

Cheyenne High School
3200 West Alexander Road
North Las Vegas, Nevada 89031

Eldorado High School
1139 North Linn Lane
Las Vegas, Nevada 89110

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Moapa Valley High School
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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 Credit Courses as set forth in the Agreement. The School and UNR may disclose education records of students to each other as "officials of another school system" where the student is enrolled. 20 U.S.C. §1232g; 34 C.F.R. Part 99.
3. The Parties will not collect, use, or disclose student personally identifiable information related to enrollment and participation in Dual Credit Courses except as permitted by this Agreement or as required by law.
4. The Parties will conduct the services described in the Agreement in a manner that does not permit personal identification of parents and students by anyone other than representatives of the Parties with legitimate educational interests. 20 U.S.C. §1232g; 34 C.F.R. § 99.31.
5. The Parties warrant and agree that they will each limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the duties and/or services under the Agreement.
6. The Parties shall not use any of the personally identifiable information from education records of students that is provided under this Agreement in violation of any applicable federal or state law,

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rule, regulation, School District policy, or UNR 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.
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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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1. INSTRUCTORS

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- B. The District may reduce its required payment of tuition and registration fees/costs owed to UNR pursuant to paragraph 3 by the amount of any payment owed to the District by UNR pursuant to paragraph 2.

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High School

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EXHIBIT C

NAMES OF PARTNERING HIGH SCHOOLS

Centennial High School
10200 Centennial Parkway
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Cheyenne High School
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INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

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 the University of Nevada, Las Vegas (University), 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 1,500 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 the University of Nevada, Las Vegas. The anticipated project period is from June 24, 2022, through June 24, 2027, in an amount of \$110,250.00.

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 the University of Nevada, Las Vegas, 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 1,500 qualified Clark County School District students per year, from June 24, 2022, through June 24, 2027, in an amount of \$110,250.00, 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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ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

Proposed Budget

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

Licensed Extra-Duty Pay	\$110,250.00
Project Total	\$110,250.00

Budget Narrative

<u>Licensed Extra-Duty Pay</u>	\$110,250.00
Funds will be used for licensed extra-duty pay.	
Project Total	\$110,250.00

INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
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**INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
AND THE UNIVERSITY OF NEVADA, LAS VEGAS**

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 University of Nevada, Las Vegas (University) (individually, a Party, and collectively, the Parties).

BACKGROUND

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

The University 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 University 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 University 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 at the partnering District high school (School) or the University 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.

INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
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The University may implement multiple Dual Enrollment program (Program) delivery models:

1. Concurrent Enrollment – college courses taught at the School by high school teachers approved by the University department.
2. Onsite Dual Enrollment – college courses taught at the School by faculty from the University.
3. Campus Based Dual Enrollment – college courses taught on the University campus by the University 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 five years from the effective date. This Agreement may be terminated, without cause, at any time by either the University or the District upon 30 days written notice to the other. If instruction in a Program has begun, the University 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 University and the District. This Agreement sets forth the entire understanding and agreement between the University and the District on this topic of Dual Enrollment, and supersedes all previous statements or agreements, whether oral or written, pertaining to any Dual Enrollment agreements between individual the University colleges/departments and the District.
- G. Any renewal of this Agreement will be subject to further negotiation and written agreement.

INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
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4. UNIVERSITY OBLIGATIONS

4.1 General Course Requirements

- A. The University will determine the Program courses to be offered at any time during the term of this Agreement.
- B. The University will offer Program courses to Students who meet the University's prerequisites.
- C. The University 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 University;
 - 2. Evaluated and approved through the University curriculum approval process;
 - 3. Transferable to a college or university under the NSHE; and
 - 4. Compliant with all standards for the University courses.
- D. A student enrolled in a Dual Enrollment Course shall be admitted to the University for college-level credit under current procedures for admission as a non-degree seeking student subject to all University 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 University shall determine residency status of the District students for tuition and/or fees purposes in accordance with established NSHE policies and procedures.
- F. The University 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 University will ensure that instructors of Program courses follow the same standards of expectation and assessment that are applied to other college courses.
- H. The University 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 University 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 the University using the same procedure and criteria that are used for part time instructors (PTI) at the University.
- B. In some cases of Dual Enrollment Courses, the University will provide University faculty to teach the Program courses.

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4.3 Assessment and Monitoring

- A. The University will assess each Program course based upon the same standards used for all the University courses.
- B. The University 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 University will assess the ongoing effectiveness of each course through surveys of students who participated in Program courses and surveys of key University 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 University 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 University will provide the School with University policies and procedures applicable to students enrolling in Program courses.
- C. The University 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 Program courses will be enrolled in both the District and the University. The University 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 the University is providing the instructor, the University will cooperate with the recommendations of the University'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 University 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.

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- B. If a student requires the services of the Disability Resource Center, the University 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 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, 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 Enrollment Course, the District will provide instruction in accordance with the policies, regulations, and instructional standards of the University 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 Program course satisfies any prerequisites for the Program course as published in the University catalog and complies with the University 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 the University 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 the Associate Dean of the academic college for review by the academic department chair that administers the specific discipline at the University for approval.
- B. The District will ensure the District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations, and instructional standards of the University.

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- 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 University, to cover the absence of a District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, the District shall notify the University in writing of the name and credentials of the substitute instructor.
- D. If the University is to provide the instructor for either during the school day or remote instruction in Dual Enrollment Courses, the University will ensure that its instructors teaching Program courses provide instruction in accordance with the policies, regulations, and instructional standards of the University and comply with the University assessments. Further, the University shall comply with background checks in compliance with NRS 391.104 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 University 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 Enrollment Course:
 - 1. Has completed the necessary admission applications, registration processes, and residency reclassification processes according to the University deadlines in effect for the semester of enrollment; and
 - 2. Has completed required University 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, and the University 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 the University.
- B. The District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to the District policies and procedures and the University policies and procedures, including

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the right of the University to withdraw authorization of the instructor's participation in the Program for failure to follow University requirements.

- C. The District will provide the University 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 the University. 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. 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 University, and implement accommodations or special education services as required by Federal and State law and as negotiated between the University Disability Resource office and the School.
- B. The District shall work with the University 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. The University will provide classroom/laboratory space in which Program courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Program courses shall comply with all applicable provisions of the state Fire Marshal Code and all other applicable federal and state laws.
- C. 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

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- by the University. Should a District instructor violate the University procedure or policy, the University 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 University in writing of such substitution. The instructor must be approved by the University pursuant to the terms of this Agreement.
- B. Throughout the term of this Agreement, an instructor provided by the University shall remain an employee of the University, and shall be subject to the terms and conditions of the instructor's employment contract and the University policy, but shall also be subject to the District policy. Should a University instructor violate the District procedure or policy, the District may ask the University to withdraw authorization for the instructor to participate in the Program and the University, 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

Each student enrolled in a Program course, even though enrolled as a University 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 University. The University agrees to schedule Dual Enrollment 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 University shall have the right to remove any District student from a Program course in accordance with the University student conduct policies. Removing a student from a Program course by either party requires a written justification and will be aligned with the University 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 the University 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 University and are dependent on high school demand, instructor availability, and the

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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 University shall be dependent on the availability of appropriately qualified instructors and/or faculty available to serve as subject matter liaisons. The University may compensate the District for the services of a qualified instructor provided by the District or, alternatively, the University may provide a qualified instructor to deliver any Program enrollment course. Instructors provided by the University 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 the University must comply with existing policies and deadlines associated with the submission of final course grades.

6.6 Guidelines

The District and the University shall ensure that each student enrolled in a Program course, and all personnel of the District and all personnel of the University 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 University 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 University criteria, and such criteria shall not be diminished for the purpose of the Dual Enrollment program.

6.8 Partnering High Schools

The District and the University shall mutually determine the partnering high schools on an annual basis. Additional schools may be added during the Agreement time period, if liaisons from both the University 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.

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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 University, as specified in Exhibit B.
- B. The University may provide grants, scholarships, or eligible financial aid in accordance with University policies as set forth in Exhibit B. In addition, the University may offset tuition and fee payments owed to the University by the District with payments due from the University to the District.
- C. The District understands and agrees that tuition or fees charges 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 the Nevada System of Higher Education. 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 University will not award any University 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 University will not charge tuition or fees to the District. No adjustments or refunds of the University 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).

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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.

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 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.

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 University policies and regulations and State and Federal laws and regulations, including Executive Order 2009-09, which

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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.

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 University, as follows:

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

University of Nevada, Las Vegas
Provost Office
4505 South Maryland Parkway #453001
Las Vegas, Nevada 89154

[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

Date


Irene Cepeda
President, Board of Trustees

Date

Lola Brooks
Clerk, Board of Trustees

Date

Approved as to Form:



Luke Puschning
General Counsel



Reviewed by Carrie
Bourdeau, Esq. (Legal)

6-1-22

6-1-22

Date

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE
UNIVERSITY OF NEVADA, LAS VEGAS**

Approved by:

Christopher Heavey
Executive Vice President and Provost

Date

Approved as to Form:

Elda Sidhu
General Counsel

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 University 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, the District policy, or University 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 District by electronic mail to its Chief Technology Officer at ChiefTechnologyOfficer@nv.ccsd.net and to the University by electronic mail to Lori Temple, Vice Provost for Information Technology at lori.temple@unlv.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
 University of Nevada Las Vegas 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 course section taught from the University of Nevada, Las Vegas. This is provided to each high school 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.

University of Nevada, Las Vegas 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 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 or (\$150.00) 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, University 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 University
\$75.00 Concurrent Enrollment Course Tuition Charge	The District, using third-party billing
Textbook/required Course Materials	Paid by High school

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Onsite Dual Enrollment/Campus-Based Dual Enrollment Program Courses:

Fees and Costs (including special course fees; assessment costs, if any; etc)	Responsible Party
\$30.00 Non-degree Application Fee (one time)	Waived by the University
\$150.00 per/credit for each on-site/campus based Dual Enrollment course plus NSHE mandated technology fee and any special course fees (approximately \$500.00 per course total)	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 the University of Nevada, Las Vegas.
- Each student is responsible for payment of tuition and registration fees to University of Nevada, Las Vegas.

For tuition and registration fees/cost payments required to be made by the Clark County School District to the University of Nevada, Las Vegas:

- 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 the University of Nevada, Las Vegas pursuant to paragraph three by the amount of any payment owed to the Clark County School District by the University of Nevada, Las Vegas pursuant to paragraph two.

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

4. FINANCIAL AID

Except as indicated in this section the University 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 University policies and procedures.

5. FORMAT OF INVOICES BETWEEN THE CLARK COUNTY SCHOOL DISTRICT AND THE UNIVERSITY OF NEVADA, LAS VEGAS

The District and the University 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 University:

Cashiering and Student Accounts
University of Nevada, Las Vegas
4505 South Maryland Parkway
Las Vegas, Nevada 89154

Invoices to be sent to the District:

School Banker
Participating School

INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
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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 41a. 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.

INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
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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]

INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT
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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

Date

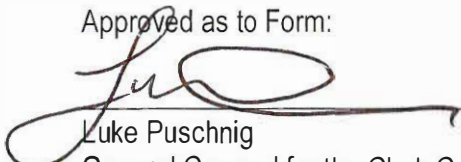
Irene A. Cepeda
President, Board of Trustees

Date

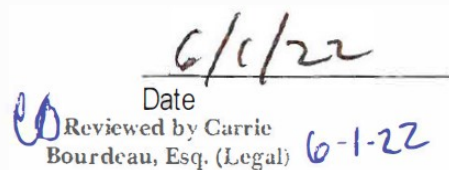
Lola Brooks
Clerk, Board of Trustees

Date

Approved as to Form:



Luke Puschnig
General Counsel for the Clark County School District



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

Date

Approved as to Legal Form:

Berna Rhodes-Ford
General Counsel for Nevada State College

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 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. § 99.31a
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.

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

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA, AND
THE CLARK COUNTY SCHOOL DISTRICT REGARDING JUMPSTART: DUAL/CONCURRENT
ENROLLMENT COURSES

Discussion and possible action on approval to establish a partnership through a Memorandum of Understanding between the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada, and the Clark County School District, to offer the Jumpstart Dual Credit/Concurrent Enrollment Study program from January 1, 2020, through August 31, 2024, for the purpose of dual credit opportunities, with no impact to the general fund, and for the Superintendent of Schools, Clark County School District, and the President and Clerk, Clark County School Board of Trustees, to sign the Memorandum of Understanding, is recommended.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA, AND THE CLARK COUNTY SCHOOL DISTRICT REGARDING JUMPSTART: DUAL CREDIT/CONCURRENT ENROLLMENT OPPORTUNITIES

**This Memorandum of Understanding is made and entered into by and between
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of
THE COLLEGE OF SOUTHERN NEVADA
And
THE CLARK COUNTY SCHOOL DISTRICT**

I. Purpose

- a. The purpose of this Memorandum of Understanding (MOU) is to memorialize the agreement between the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the College of Southern Nevada (CSN) and the Clark County School District (CCSD) to coordinate their efforts and work collaboratively to provide dual credit/concurrent enrollment in CSN courses to qualified CCSD students. The CCSD and CSN are referred to individually as a “party” or collectively as the “parties.”
- b. The parties acknowledge and endorse the need for collaboration in carrying out the conditions and intent of this MOU, and agree to use their reasonable efforts to provide the appropriate actions hereunder, and to make available appropriate representatives and resources in order to maximize the benefits hereunder consistent with their respective priorities, budgets, and other obligations.

II. Terms of Agreement

- a. The parties will jointly agree on dual credit/concurrent enrollment courses to offer during the term of this MOU.
- b. The Clark County School District will offer certain approved 299 or lower-level college courses that qualify for CSN academic credit and fulfill CCSD’s high school graduation requirements.
- c. Contact hours (classroom instruction hours) for dual credit/concurrent enrollment courses taught pursuant to this MOU must be equivalent to CSN regular courses. CCSD will offer dual credit/concurrent enrollment classes during the traditional school day.
- d. All instruction of the dual credit/concurrent enrollment classes under this MOU will occur at a CCSD location. The CCSD waives any charge to CSN for facility usage under this MOU. Both CCSD and CSN shall be responsible for the actions or negligence of its own employees and agents. In no event shall liability exceed that set forth in Nevada Revised Statute Chapter 41.
- e. Upon successful completion of the approved course, the CCSD student will receive credit towards high school graduation from CCSD and simultaneously receive credit from CSN.
- f. The College of Southern Nevada will work together with CCSD to formulate a college steering committee that will meet quarterly to review the policies and procedures outlined in this MOU and National Alliance of Concurrent Enrollment Partnerships Standards to ensure compliance.
- g. Pursuant to Nevada Revised Statute (NRS) 388.205, CCSD will develop a four-year plan for

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF THE NEVADA
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each student, which may include dual credit/concurrent enrollment courses.

- h. The Clark County School District will ensure that each student seeking enrollment in a dual credit/concurrent enrollment course, and the parent(s) or guardian(s) of the student, is made aware of opportunities and requirements for participating in interscholastic activities.

III. Fees

- a. The College of Southern Nevada will charge via CSN invoice and CCSD will remit payment for fees for each student enrolled in CSN courses pursuant to aforementioned section II, subsection (a) above. The Board of Regents of NSHE govern all CSN fees and may change during the time this MOU is in effect. Any changes in fees noticed by CSN, shall be remitted on a prospective basis by CCSD for newly-enrolled students.
- b. The Clark County School District must verify all fees with the CSN Director of Student Accounts and Cashiering Services by December 31st of a current school year to go into effect for the following school year. Notwithstanding any other provision herein, CSN will not allow any further CCSD student enrollment pursuant to this MOU if there is an outstanding CSN invoice that has not been paid. Refunds will be handled based upon the Board of Regents of NSHE approved policy found in Chapter 7 of the Nevada System of Higher Education Procedures and Guidelines Manual. The following is a link to the manual: <https://nshe.nevada.edu/leadership-policy/board-of-regents/procedures-guidelines-manual/>
- c. The Clark County School District students will be charged for courses taken under this MOU, a course fee of \$50.00 per course and the technology fee per credit hour. The College of Southern Nevada agrees to waive the application fee, new student fee, athletics and recreation fee, and the student union fee for CCSD students enrolled pursuant to this MOU.
- d. The College of Southern of Nevada will not award any academic credit to the student if CCSD fails to pay any or all of the fees to CSN, despite the student's otherwise successful completion of the dual credit/concurrent enrollment course(s). If the student withdraws from enrollment in the course no later than the day before the class begins, CSN fees will be refunded. No refund of CSN fees will be made on or after the first day of the semester.
- e. The Clark County School District will remit payment for each student enrolled in the Jumpstart Dual Credit/Concurrent Enrollment credit courses pursuant to section III, subsection (a) above within thirty (30) days of the start of the dual credit/concurrent enrollment course. Notwithstanding any other provision herein, CSN will not allow any further CCSD student enrollment pursuant to this MOU if there is an outstanding CSN invoice that has not been paid.

IV. Curriculum and Supplemental Materials

- a. The curriculum of the dual credit/concurrent enrollment courses taken by CCSD high school students must be the same as those offered to regular CSN students taking college

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA, AND THE CLARK COUNTY SCHOOL DISTRICT REGARDING JUMPSTART: DUAL CREDIT/CONCURRENT ENROLLMENT OPPORTUNITIES

level course(s). The course syllabus content must be the same and include CSN course descriptions, outcomes, assessment methods, and will adhere to the National Alliance of Concurrent Enrollment Partnerships (NACEP) Standards.

- b. Qualified CCSD students may enroll in up to four (4) courses per academic semester.
- c. Required texts will be selected by CSN in accordance with the CSN approved adopted textbook list. CCSD will be responsible for the purchase of required textbooks and supplemental materials.

V. Student Academic Eligibility Requirements

In order for students to qualify to enroll in a dual credit/concurrent enrollment course and receive CSN academic credit, the following academic eligibility requirements apply:

- a. The student must be a CCSD high school freshman, sophomore, junior or senior;
- b. Diagnostics and assessments appropriate for placement in the course may be administered to the class members by CSN following NSHE Board policies (i.e., English, mathematics, and reading levels);
- c. Students may be referred to the Jumpstart program by CCSD instructors; CSN and CCSD officials will review each referral individually for eligibility;
- d. All students must complete the Jumpstart Dual Credit/Concurrent Enrollment High School Authorization form and parent(s) or legal guardian(s) consent must be obtained;
- e. The Clark County School District administration must concur in the determination of the student's qualification; and
- f. A final summative assessment will be administered to the students in coordination with the appropriate CSN Academic Department.

VI. Teacher Qualifications, Expectations, and Compensation

- a. Teachers approved to teach in the Jumpstart program pursuant to this MOU must meet the same criteria as the College of Southern Nevada's part-time faculty, as noted in the College of Southern Nevada policy on qualifications for faculty. The College of Southern Nevada's academic departments will review teacher qualifications and determine eligibility based on the teacher's educational credentials, knowledge in the course subject, and teaching experience.
- b. Once approved to teach a dual credit/concurrent enrollment course offered pursuant to this MOU, a Clark County School District teacher must complete, the College of Southern Nevada onboarding and professional development training.
- c. An approved CCSD instructor will receive 1) \$200 from CSN, and 2) extra-duty pay for 10 hours at \$22 per/hour (for a total of \$220) from CCSD for each dual credit/concurrent enrollment course the instructor teaches each semester during the traditional school day.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA, AND THE CLARK COUNTY SCHOOL DISTRICT REGARDING JUMPSTART: DUAL CREDIT/CONCURRENT ENROLLMENT OPPORTUNITIES

VII. Supervision and Evaluation of Instructors

- a. The Clark County School District will be responsible for the day-to-day supervision of the teacher including discipline.
- b. The College of Southern Nevada lead faculty are responsible for conducting site observation visits per NACEP Standards to ensure that the CSN courses offered through the Jumpstart program are offered with the same quality and rigor as the courses offered on CSN's campus.
- c. The Clark County School District administrators will conduct observations and administer discipline in accordance with CCSD policies and regulations as well as the applicable collective bargaining agreement.

VIII. Student Records and Student Identification Numbers

- a. Both parties will each be responsible to initiate and maintain their respective student records for the courses for which they award credit. CSN will comply with the Family Educational Rights and Privacy Act (the Buckley amendment) of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99).
- b. For each student, CSN will assign an identification number to the student that shall correspond to or reference the student number assigned by CCSD to the student. CCSD will provide CSN with the assigned number for each student.

IX. Applicability and Transferability of College Credit

- a. Approved dual credit/concurrent enrollment courses are part of the NSHE common course numbering system and transfer among all NSHE institutions. The College of Southern Nevada will grant college credit toward earning a credential, certificate, or degree, as applicable, for a dual credit/concurrent enrollment course when a student satisfactorily completes the course.

X. Grant-In-Aid Privilege

- a. The Nevada System of Higher Education and the College of Southern Nevada professional Grant-In-Aid (GIA) policy for employees is afforded only to Jumpstart instructors (Letter of Agreement and Letter of Appointments with Benefits contracts) and not immediate family. Classes can only be taken in the fall and spring semesters, must be equivalent to the number of credit hours taught by the Jumpstart instructor in the previous or current semester and may not exceed six-credit hours per semester. The Grant-In-Aid benefits apply to the current semester of employment only.

XI. Disability Support Services

- a. The Clark County School District and the College of Southern Nevada will work together to provide appropriate accommodations and/or disability support resources for any CCSD student taking a Jumpstart Dual Credit/Concurrent Enrollment program course.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA, AND THE CLARK COUNTY SCHOOL DISTRICT REGARDING JUMPSTART: DUAL CREDIT/CONCURRENT ENROLLMENT OPPORTUNITIES

XII. Term and Termination

- a. This MOU is effective January 1, 2020, and shall terminate five (5) years later unless terminated under the provisions this MOU. Either party may terminate this agreement without cause, at any time, upon ninety (90) days prior written notice to the other party. Notice must be given to the point of contacts specified in this MOU, with the effective date of termination specified in said notice. If instruction in a dual credit/concurrent credit course has commenced, CSN and CCSD will use their reasonable efforts to complete instruction of the dual credit/concurrent credit courses and award college credit before terminating activities under this MOU.

XIII. Non-Compliance Clause

The College of Southern Nevada and the Clark County School District both agree to adhere to the standards set forth by CSN and NACEP, which ensures the Jumpstart Dual Credit/Concurrent Enrollment program follows best practices toward offering the utmost quality of college standards. Non-compliance will result in measure taken by the respective CSN department to rectify and correct the non-compliance.

XIV. Modifications of the MOU

The provisions of this MOU may be modified only by written agreement and executed by CSN and CCSD within sixty (60) days' notice. This MOU sets forth the entire understanding and agreement between CSN and CCSD on this topic of concurrent enrollment classes between CSN and CCSD, and supersedes all previous statements or agreements, whether oral or written.

The points of contact for this Memorandum of Agreement and any required notices hereunder shall be sent to:

For CSN:
James McCoy
Associate Vice President
Office of Academic Affairs
6375 West Charleston Boulevard WC E310
Las Vegas, Nevada 89146

For CCSD:
Jesus F. Jara
Superintendent of Schools
5100 West Sahara Avenue
Las Vegas, Nevada 89146

Notices required hereunder shall be deemed sufficient if given by electronic mail to the designated points of contact.

IN WITNESS THEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives, and by so doing represent and warrant that they have full authority to enter same, as the day and date first above written.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA, AND THE CLARK COUNTY SCHOOL DISTRICT REGARDING JUMPSTART: DUAL CREDIT/CONCURRENT ENROLLMENT OPPORTUNITIES

Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada

Recommended by:

_____ Dated: _____
James McCoy, Associate Vice President Academic Affairs

Recommended by:

_____ Dated: _____
Dr. Margo Martin, Vice President Academic Affairs

Approved by:

_____ Dated: _____
Dr. Federico Zaragoza, President

Approved as to Legal Form and Sufficiency by:

_____ Dated: _____
Richard Hinckley, General Counsel

Clark County School District

Approved by:

_____ Dated _____
Lola Brooks, President, CCSD Board of Trustees


Approved by:


_____ Dated _____
Chris Garvey, Clerk, CCSD Board of Trustees

Approved by:

_____ Dated _____
Dr. Jesus Jara, Superintendent of Schools

Approved as to Legal Form and Sufficiency by:

 _____ e _____ Dated: 10/28/17
General Counsel

Reviewed by  10-22-19
Carris Bourdeau, Esq. (OGC)