

Dual Enrollment Program Affiliation Agreement

by and between Nevada System of Higher Education
on behalf of the University of Nevada, Reno
and the Washoe County School District

This Dual Enrollment Program Affiliation Agreement ("Agreement") is entered into between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University") and Washoe County School District, a political subdivision of the State of Nevada ("District") (individually, a "Party," and collectively, the "Parties").

RECITALS

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

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

The students of the District ("Students") are authorized under NRS 389.160 and NRS 389.310, to enroll in college level courses that may be counted toward both high school and college graduation requirements.

The parties have determined that they want to create a dual enrollment program where the course is delivered or taught by the University and on the University campus.

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 taught at the University, as that term is defined in Section B below, to eligible District students attending certain high schools in the District. The District and the University shall mutually determine the high schools participating in the dual enrollment program on an annual basis.

B. DESCRIPTION OF DUAL ENROLLMENT PROGRAM

1. Dual Enrollment Program. A "Dual Enrollment Program" is a program which allows high school students to earn course credits that can simultaneously satisfy high school graduation requirements and college credits that can be applied towards college degrees or certificate completion at any college or university under the jurisdiction of the Board of Regents of the Nevada System of Higher Education.

2. Dual Credit Course. The Dual Enrollment Program offers courses to the students, defined as "Dual Credit Courses." For purposes of this Agreement, a "Dual Credit Course" is a college or university course that have been approved by the Nevada Department of Education to satisfy specific high school graduation requirements.
3. Modes of Dual Enrollment Instruction. Dual Credit Course instruction can be delivered or taught by: 1) College or university faculty on their respective campuses in person or online ("Campus Enrollment"); 2) college or university faculty at the students' high school campuses; 3) college or university faculty using online/remote modalities; and/or 4) high school teachers at their high school campuses but supervised by college or university faculty ("Concurrent Enrollment").

For purposes of this Agreement the mode of instruction shall be Campus Enrollment.

C. ELIGIBILITY

1. Initial Eligibility
 - a. Students must be enrolled at a District high school.
 - b. Students must have a cumulative unweighted high school GPA of 2.5 or higher or be recommended by a high school teacher or counselor.
 - c. Students must apply to the University for college-level credit under current procedures for admission to the University as a non-degree seeking student. Non-degree seeking students are not eligible for federal financial aid.
2. Application
 - a. The District will instruct its Students to complete the non-degree seeking application on the University's website and submit their official immunizations to the University.
 - b. The District will work with students and parents to complete the WSCD Dual Credit Enrollment Form and obtain proper signatures.
3. Continuing Eligibility
 - a. To continue eligibility in the Dual Enrollment Program, students must maintain a minimum cumulative University GPA of 2.0. If the Students do not, they will not be allowed to continue taking courses without written permission from the University's Vice Provost for Undergraduate Education.

D. COURSES AND CREDIT

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

- b. The University will determine the Dual Credit Courses to be offered at any time during the term of this Agreement.
- c. WCSD will develop and maintain an Approved Dual Credit Courses list. Only Dual Credit Courses on the WCSD list of Approved Dual Credit Courses may be taken by Students for dual credit. If a Student wishes to take a course that is not on the list, the Student may appeal to WCSD Student Accounting prior to taking the course.
- d. A Dual Credit Course may be applied by the District as either academic or elective high school credit. The courses that are for academic credit are denoted on the WCSD List of Approved Dual Credit Courses. Appeals for academic credit may be directed to WCSD Student Accounting.
- e. A Dual Credit Course counts toward the academic load requirement at WCSD.

2. Credit

- a. Each student in the Dual Enrollment Program may register for a maximum of eight (8) undergraduate credits per term. A Student wishing to take credits exceeding this maximum credit or course limit may make a written appeal to the Vice Provost for Undergraduate Education.
- b. When the Student satisfactorily completes the course with a grade of (D-) or higher, the University shall award college credits for the course. Note: some college courses have prerequisites of C or higher for progression in a sequence of courses.
- c. The Student shall earn 1.0 high school credit per one-semester 3-, 4-, or 5-credit University course. The Student shall earn 0.5 high school credit per one-semester 1- or 2-credit college course.
- d. The grade a Student earns in a Dual Credit Course will be figured into the student's total high school GPA.
- e. Dual credit grades will apply to the student's high school transcript unless the Student withdraws the dual credit application by the seventh day of the University semester.
- f. District Honors credit may be assigned to all University Dual Credit Courses with the exception of physical education.
- g. The University shall submit student transcripts to the District electronically after semester grades have posted at the University.
- h. Advanced Dual Credit (ADC) may be assigned to any University Dual Credit Courses listed as a course receiving ADC credit on the WCSD List of Approved Dual Credit Courses. The WCSD Department of Curriculum and Instruction will make the determination as to what qualifies for an equivalent course.

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 by the University. The Student shall be responsible for payment of tuition and all applicable course fees to the University, as specified in Exhibit A. The format for billing all services pursuant to this Agreement is set forth in Exhibit A.

Students shall be charged a per credit fee per the Nevada System of Higher Education Board of Regents' Handbook.

The tuition and course fee shall be paid to the University by the student. If the Student fails to pay the tuition and course fees, the University will not award any University 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.

The District shall advise Students that they must follow all University enrollment policies and procedures. The district shall also advise students of their responsibility to pay tuition and course fees.

B. STUDENTS

1. Access to Facilities

- a. The Students shall have limited and controlled access to the following University facilities, provided they are monitored and supervised by District staff and/or faculty: The Mathewson-IGT Knowledge Center and the Joe Crowley Student Union. Students will not have access to the E.L. Wiegand Fitness Center and the Lombardi Recreation Center. There will be no access to residence halls, or any other space deemed by the University to be unsuitable for high school students. Monitoring of the Students' compliance with access to University facilities during the University's hours of operation will be the responsibility of District staff.
- b. Students shall have access to designated instructional and non-instructional resources available on the University's campus as defined in the course syllabus.
- c. Students shall receive a campus identification card at an additional cost to the Student.

2. Supervision of Students

- a. The University is not responsible for the supervision of Students participating in the University Campus Enrollment program during non-class times or periods of absence or truancy.

- b. Students shall provide their own transportation to and from the University.
- c. If any Student should experience an accident or sudden illness while at the University for Dual Credit Courses, the response to such incidents will be based upon University regulations, guidelines and procedures. If the University becomes aware of such an incident, they shall also notify the District as soon as practical.
- d. Students must adhere to all University policies and requirements including, but not limited to, those outlined in course syllabi, the academic calendar, the general course catalog, the University Administrative Manual, including the policy governing academic misconduct (UAM 6,502), and the Student Code of Conduct. Students must adhere to all published dates and deadlines for registration, drop/add, reinstatement, and tuition payment. Students must adhere to the published attendance and withdrawal policies of the University.

3. Academic Advising and Ancillary Services

- a. Academic Advising shall be the responsibility of the District. They will provide students with specific information about courses, and prerequisites as laid out in the University general course catalog. The University is not responsible for advising students regarding course articulation to other institutions of higher education.

4. Removal or Withdrawal of Student

- a. Student course withdrawal dates shall comply with the University enrollment policies and procedures.
- b. The removal of a student shall be handled cooperatively between the appropriate University 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. The University shall have the right to remove any Student from a Dual Credit Course in accordance with the University student conduct policy or academic dishonesty policy. Removing a student from a Dual Credit Course by either party requires a written explanation be provided to the other party.

5. Records and Transcripts

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

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 the University shall ensure that each Student enrolled in a Dual Credit Course, and all personnel of the District and all personnel of the University who are involved in the Dual Enrollment Program are provided with Dual Credit Course guidelines as prepared by the Nevada Department of Education and the Nevada System of Higher Education, and to such persons agree to review and comply with the guidelines.

3. FERPA Compliance

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

4. ADA Accommodations

For Campus Enrollment mode of instruction, the University shall determine the appropriate accommodations for each qualified Student with disabilities in accordance with the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act ("IDEA"), as applicable, and implement accommodations or special education services as required by federal and state law. Students shall meet with the University's Disability Resource Center to determine appropriate and reasonable accommodations. If the IEP or 504 prescribed under the Individuals with Disabilities Education Act (IDEA) is not consistent with University accommodations and support services, the parties shall work together to determine the appropriate accommodations or support services so that each party can comply with its obligations under the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable. The District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services, as applicable under the IDEA.

5. Data Sharing

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

B. DISTRICT OBLIGATIONS

1. Enrollment

- a. The District shall ensure that each Student seeking enrollment in a Dual Credit Course has completed and submitted:
 - 1) The WSCD Dual Credit Enrollment Form; and
 - 2) The necessary admission applications and immunization documentation prior to the University fee payment deadlines in effect for each semester of enrollment; and
 - 3) the required University 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 the University and Nevada System of Higher Education policies and procedures;
 - 2) the Student is participating in a college level course;
- c. All applicable District 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 enrolled in a Dual Credit Course satisfies any prerequisites for the Dual Credit Course as published in the University catalog and complies with the University policies and this Agreement regarding student placement in courses.

- g. The District shall consider athletic eligibility based on the grade point average, counting a 3-5 credit UNR class as 1.0 high school credit and thereby counting the course as 2 classes in the grade point average. 1-2 credit classes at UNR count as .5 high school credit and therefore will count as one course and count as 1 class in the grade point average.

C. UNIVERSITY OBLIGATIONS

1. Course Requirements

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

2. Enrollment

- a. The University shall determine residency status of the Students for tuition and/or fees purposes in accordance with established Nevada System of Higher Education Board of Regents policy.
- b. The University shall grant college credit for a Dual Enrollment course when a Student satisfactorily completes the course with a grade of (D-) or higher.

IV. GENERAL PROVISIONS

A. TERM AND TERMINATION

- 1. The Term of this Agreement shall be for five (5) years. The Term shall commence on July 1, 2023, and shall end on June 30, 2028.
- 2. Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Notwithstanding any termination under this Agreement, once a Student has begun a Dual Credit Course and so long as the Student remains in good standing in the University and 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 the University of any kind whatsoever.

A. MISCELLANEOUS

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

If to University:

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

If to District:

Student Accounting
Washoe County School District
535 E. Plumb Lane
Reno, NV 89502

8. No Joint Venture. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible only for its own conduct.
9. Use of Name or Logo. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission or constitutes an endorsement of any commercial product or service by the University.
10. Compliance with Non-Discrimination Laws. The parties agree to comply with all the federal, state, local, institutional laws, ordinances, and policies and specifically agree not to unlawfully discriminate against any individual on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, military status or military obligations.
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.

WASHOE COUNTY SCHOOL DISTRICT

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

Approved:

Signed: Andrea Sullivan Digitally signed by Andrea Sullivan
Date: 2024.05.15 14:24:04 -07'00'
Printed: Andrea Sullivan
Title: Director of Procurement
Date: 05/15/2024

Approved:

Signed: [Signature]
Printed: Jeffrey S. Thompson
Title: EDPP
Date: 11/19/2024

EXHIBIT A

FINANCIAL PROVISIONS

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

1. PAYMENTS OF TUITION AND FEES:

Title of Fee/ Cost	Amount of Fee/ Cost	Payee
Non-Degree Application Fee	Waived	
Registration Fee	\$150.00 per credit hour	Student
Registration for Free and Reduced Lunch	\$102.00 per credit hour	Student
Technology Fee	\$9.00 per credit hour	Student
Special Class Fees (if applicable)	Variable	Student
Textbooks	Variable	Student

2. COLLECTION AND PAYMENT OF TUITION AND FEES/COSTS

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

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

3. FINANCIAL AID

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

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