

BOARD OF REGENTS
BRIEFING PAPER

1. AGENDA ITEM TITLE: UNLV and Clark County School District Revised Memorandum of Understanding, Paradise Academic Innovation Initiative

MEETING DATE: June 7-8, 2018

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

At its December 2016 meeting, the Board approved a Memorandum of Understanding (“MOU”) between UNLV’s College of Education (the “UNLV COE”) and the Clark County School District (the “CCSD”) as it relates to the Paradise Academic Innovation Initiative. Since this iteration, CCSD has requested a few changes to this MOU.

UNLV now puts forth for approval the final MOU with the agreed changes as approved by the CCSD Board of Trustees, including a commencement date of July 1, 2018 and an end date of June 30, 2021. Reference materials include the revised MOU with red-lined text indicating changes requiring approval by the Board of Regents, as well as a finalized version with no red-lining.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

The University of Nevada, Las Vegas requests approval of the revised MOU between UNLV and CCSD for the Paradise Academic Innovation Initiative to officially begin July 1, 2018 and ending on June 30, 2021.

4. IMPETUS (WHY NOW?):

The Board approved the MOU with CCSD at the December 2016 Board meeting with a commencement date of July 1, 2017. Due to requested changes from CCSD, the revised MOU would have the proposed agreement begin on July 1, 2018, requiring Board re-approval. CCSD approved the revised MOU at its Board of Trustees meeting on April 26, 2018.

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

- Access (Increase participation in post-secondary education)
- Success (Increase student success)
- Close the Achievement Gap (Close the achievement gap among underserved student populations)
- Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)
- Research (Co-develop solutions to the critical issues facing 21st century Nevada and raise the overall research profile)
- Not Applicable to NSHE Strategic Plan Goals

INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

The Paradise Academic Innovation Initiative seeks to advance the science of education by creating systematic innovation-focused efforts to address educational inequality while:

1. Improving the preparation and increasing the pipeline of highly skilled education professionals, including teachers, counselors, school psychologists, administrators, etc. to meet our state’s growing workforce demands.
2. Broadening pool of available research and knowledge related to education and wrap-around education services, resulting in refined practice and informed, sustainable policy development; and
3. Providing world class educational resources to Paradise Elementary School students and parents.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

The approval of the revised MOU with the following edits:

- o Page 1, end of first paragraph – Effective date changed to “July 1, 2018.”
- o Page 3, Section B, 1 (School Principal) – removal of language “strong” consideration to the input given by UNLV.
- o Page 3, Section B, 1 (School Principal) – addition of language “and think with an open mind and promote a spirit of advancement.”
- o Page 3, Section B, 2, a. (Pedagogista) – change of language from “chairing” to “co-chairing” the Vision Steering Committee.
- o Page 3, Section B, 2 (Pedagogista) – addition and change of language in first paragraph to include the Pedagogista will be hired by the UNLV College of Education and have experience in “K-5” instead of “K-12”

Form Revised: 1/2018

- Page 3, Section B, 2 (Pedagogista) - change of language from “will” to “may” as it relates to this person becoming the Principal, if they are hired and if they become an employee of the District.
- Page 3, Section B, 2 (Pedagogista) – addition of language “if eligible and in the qualified selection pool for the DISTRICT.”
- Page 4, Section C, 1 (Vision Steering Committee) – addition and change of language from “chaired by the Pedagogista” to “co-chaired by the principal and the Pedagogista”
- Page 4, Section C, 1 (Vision Steering Committee) – addition of “Once all members are named, the information will be shared with all stakeholders including members of the Board of School Trustees.”
- Page 4, Section C, 2 (External Advisory Committee) – addition of language “Once all members are named, the information will be shared with all stakeholders including members of the Board of School Trustees. The principal at Paradise will be a member as well.”
- Page 5, Section C, 3 (Relationship to the School Organizational Team) – change of language from “AB 394” to “Assembly Bill 469.”
- Page 5, Section C, 3 (Relationship to the School Organizational Team) – addition of language “A dispute resolution process for matters involving the Vision Steering Committee, External Advisory Committee, and School Organizational Team are provided in Section T.”
- Page 5, Section D, 2 (DISTRICT Responsibilities) – addition of “and school”
- Page 5, Section D, 2 (DISTRICT Responsibilities) – addition of “Instructional Leadership” and “Curriculum Development” to list of responsibilities.
- Page 5, Section D, 2 (DISTRICT Responsibilities) – change of language from “If UNLV determines that this is in the best interests of the School, it may request that the DISTRICT request that the Department of Education consider designating Paradise as a “Turnaround School” to “If requested by the District and the Board of School Trustees, and if in the best interest of the school, parties may request to initiate Senate Bill 92 of the 78th Legislative Session or Local Turnaround onboarding processes, they will do so in consultation with UNLV.”
- Page 6, Section D, 3 (UNLV Responsibilities) – change from UNLV will “assume complete control over” to “have input regarding” instructional, curricular, and operations of the School.
- Page 6, Section D, 3 (UNLV Responsibilities) – change of language from “setting” to “input for” all School level policies.
- Page 6, Section D, 4 (School Budget and Spending) – change of language from “The School will receive all per-pupil funds intended for Paradise, minus a withholding of funds for the actual costs of services to be provided by the DISTRICT” to “The School will receive all strategic budget funds intended for Paradise.”
- Page 6, Section E, 2 (Education Candidates) – change of language from: “UNLV has complete control and complete responsibility” to “UNLV, in consultation with the principal, maintains responsibility...”
- Page 7, Section E, 3 (Clinical Faculty Members) – addition of language “In partnership with the Principal”
- Page 7, Section E, 3 (Clinical Faculty Members) – change of language from “K-12” to “K-5”
- Page 8, Section H (Waivers of District Policy and Regulations) – change of language from “as the to “with” School leadership.
- Page 14, Section T (Dispute-Resolution) – addition of section “Any and all disputes with the principal and Pedagogista will need to follow a dispute-resolution process and apply to all sections of this agreement. Initial disputes regarding all decisions will involve communication between the Principal and Pedagogista. If necessary, ongoing disputes will require communication and resolution efforts between DISTRICT leadership including the Chief Academic Officer and the UNLV College of Education Dean.”
- Page 14, Section U (Term) – (formerly section T) - change commencing date from “July 1, 2017” to “July 1, 2018” with a three-year ending termination date of from “June 30, 2020” to “ June 30, 2021.”
- Page 14, Section V (Termination) – (formerly section U) - change of language from “UNLV” to “either Party” may terminate agreement for any reason upon 90 calendar days written notice.
- Page 14, Section V (Termination) - (formerly section U) removal of the language “The DISTRICT may terminate this Agreement upon 90 calendar days written notice, subject only to UNLV’s failure to meet certain performance benchmarks later agreed upon by the parties.”
- Page 14, Section V (Termination) - (formerly section U) change of language for notice to cure time from “one (1) additional year” to “90 calendar days.”
- Addition of executed date to “IN WITNESS THEREOF” statement to “July 1, 2018.”

Minor grammatical changes made throughout document.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None known.

8. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

None.

9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

Recommend approval of the revised MOU

10. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title #_____ Chapter #_____ Section #_____
- Amends Current Board Policy: Title #_____ Chapter #_____ Section #_____
- Amends Current Procedures & Guidelines Manual: Chapter #_____ Section #_____
- Other:_____
- Fiscal Impact: Yes_____ No **X**
Explain:_____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF
REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, AND
CLARK COUNTY SCHOOL DISTRICT REGARDING THE
OPERATION OF
PARADISE ELEMENTARY SCHOOL**

This Memorandum of Understanding (the “**Agreement**”) is entered into by and between the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas, College of Education (“**UNLV**” or “**UNLV College of Education**”), and the Clark County School District (“**DISTRICT**”), (the “**Parties**”). This Agreement is subject to the approvals of the Clark County School District Board of Trustees and the Board of Regents of the Nevada System of Higher Education at publicly noticed meetings. This Agreement is effective as of the last date any authorized signatory affixes his/her signature below effective **July 1, 2018**

RECITALS

1. **WHEREAS**, the DISTRICT's "Reinvent Schools" program is a program of partnerships focused on school improvement efforts and maximizing organizational staffing, and manages flexibility at the Reinvent Schools campuses, and developing joint, collaborative governance structures focused on the goals of the schools, resulting in increased student achievement while the neighboring communities will also thrive; and
2. **WHEREAS**, the DISTRICT and UNLV envision a future in which all DISTRICT students are healthy, highly educated and confident as they successfully pursue their postsecondary education and/or career; and
3. **WHEREAS**, achieving these conditions for learning requires the DISTRICT and its public, nonprofit, and community partners to employ best practices, break down internal and external programmatic silos and shift policies to create comprehensive and integrated services that support children to be physically and emotionally healthy, academically successful, and responsible members of their community; and
4. **WHEREAS**, many of the students of the DISTRICT confront barriers to achieving this vision, including poverty, immigration/citizenship status, exposure to violence, homelessness, lack of healthcare access, racial disparities, language and cultural barriers, negative peer pressure, lack of accurate information, and support for college and career; and
5. **WHEREAS**, UNLV is a major research institution in the State of Nevada, and the UNLV College of Education is the largest preparer of educators in the State actively engaged in systematic innovation and research;
6. **WHEREAS**, Paradise Elementary School (“Paradise” or the “School”) is located within the geographic boundaries of, and is under the oversight and supervision of the DISTRICT; and
7. **WHEREAS**, Paradise is located at 900 Cottage Grove Avenue, Las Vegas, NV on the main campus of UNLV;

8. **WHEREAS**, According to the 2013-2014 Nevada School Performance Framework, Paradise received a total index score of 40 and therefore a 2-star rating, placing it in the bottom 5th to 24th percentile of all schools in the state based on student growth, proficiency, subgroup performance gaps, and average daily attendance;
9. **WHEREAS**, Both DISTRICT and UNLV have a vested interest in the success of Paradise's students and families;
10. **WHEREAS**, Both DISTRICT and UNLV recognize that it is advantageous to leverage the intellectual, human, research, and innovative resources of the UNLV College of Education to offer the students of Paradise more support both in and outside of the classroom;

THEREFORE, in consideration of the mutual covenants and conditions of this Agreement, the parties agree as follows:

AGREEMENT

A. ESTABLISHMENT OF THE ACADEMIC INNOVATION INITIATIVE

The Parties agree to establish and operate Paradise as an Academic Innovation Initiative (“the Initiative”) within the Reinvent Schools program. The purpose of this project is to adapt and operate Paradise as a college school environment for the creation, analysis, and refinement of innovative and more effective approaches to education and educational services. Specifically, the Initiative will be structured to leverage the intellectual and human resources of the UNLV College of Education to focus on three primary objectives:

1. Provide a world-class education and educational services to the children and families enrolled at Paradise
2. Systematically employ the growing professional capacity of educators-in-training to expand and augment the instructional and support services provided by the School; and
3. Support the creative innovation and robust testing of educational and support approaches with promise for substantive improvement in urban educational settings.

For purposes of this Agreement, any and all programs, academic or otherwise, housed at the Paradise site are subject to this Agreement.

B. ADMINISTRATIVE STRUCTURE OF THE PARADISE ACADEMIC INNOVATION INITIATIVE

The school administration will be made up of a Principal, Assistant Principal(s), and a Pedagogista.

1. School Principal. All decisions regarding Principal selection will be made by the DISTRICT in consultation with UNLV. UNLV will be given the opportunity to participate in the interview process and the opportunity to provide input as to their

desired choice for the position. The DISTRICT will give **strong** consideration to the input given by UNLV when selecting the School's Principal. The Principal will be hired in accordance with the DISTRICT hiring protocol for Principals and will be an employee of the DISTRICT. The Principal must be a person with knowledge and understanding of: (1) The operation and administration of a K-5 school; (2) The clinical preparation and licensure requirements for educational personnel; and (3) Quantitative and qualitative research design **and think with an open mind and promote a spirit of advancement**. Once a mutually agreed upon candidate has been identified, the Superintendent of the DISTRICT will appoint the Principal. The Principal will receive no salary, benefits, or payments of any other kind from NSHE/UNLV for his/her service in this role. The Principal will be subject to all DISTRICT policies and procedures.

2. Pedagogista. The Pedagogista will serve a crucial role in the success of the Paradise Academic Innovation Initiative. The Pedagogista's primary duties will include:
 - a. **Co**-chairing the Vision Steering Committee, discussed below,
 - b. Serving as the primary liaison between the UNLV College of Education and the School, and
 - c. Will be responsible for coordinating and communicating curricular, pedagogical, research, or other initiatives conducted within the School.

The Pedagogista will be hired by the UNLV College of Education **K-5**, subject to NSHE/UNLV policies and procedures, with input from the Principal and relevant DISTRICT personnel. This individual must hold a terminal degree in Education or a directly relevant discipline, have experience as a **K-12 K-5** educator and the qualifications to be certified as a school leader in the state of Nevada, and understand research and best practice in urban education. The Pedagogista will be an employee of UNLV and a member of the UNLV College of Education faculty and will serve as a member of the College's Leadership Team. The Pedagogista will receive no salary, benefits, or payments of any other kind from the DISTRICT for his/her service in this role, but the selection of the Pedagogista will be approved in advance by the DISTRICT. Assuming the Pedagogista is certified to be a school leader in the state of Nevada, the Pedagogista **will may** be the presumed successor to the current Principal due to the Pedagogista's experience and institutional knowledge of the innovative practices implemented at the School. Should the role of Principal become available at the School, the DISTRICT **will may** hire the pre-approved Pedagogista as the new Principal of the School, at which time the Pedagogista **will may** become an employee of the DISTRICT **if eligible and in the qualified selection pool for the DISTRICT**.

C. GOVERNANCE OF THE PARADISE ACADEMIC INNOVATION INITIATIVE

Paradise will remain a school under the ultimate control and supervision of the Clark County School District Board of Trustees. In order to provide the level of support necessary to reach the

previously stated goals for this collaboration, the School will also receive the support, and, where appropriate, input of a Vision Steering Committee as well as an External Advisory Committee.

1. Vision Steering Committee. A Vision Steering Committee will be co-chaired by the principal and the Pedagogista with members including a representative of the UNLV College of Education Dean's Office, the Principal, a representative of the DISTRICT, and other key stakeholders as determined by the committee. The Vision Steering Committee will function as a conduit for external and internal agencies to propose curricular, co-curricular, and extra-curricular innovations to be systematically evaluated in the School. The scope of responsibilities for the Vision Steering Committee will include, but not be limited to, the following:
 - a. Evaluating proposals related to the Academic Innovation Initiative and determining whether or not a proposal will be initiated within the School;
 - b. Monitoring the scope and length of interventions/studies to ensure research integrity, instructional/educational quality, and ongoing innovation;
 - c. Providing guidance and support for the selection and engagement of Education Candidates, defined below, in the operation of the School;
 - d. Suggesting and, when appropriate, conducting professional development opportunities to improve the effectiveness of the School.

Once all members are named, the information will be shared with all stakeholders including members of the Board of School Trustees.

2. External Advisory Committee. An External Advisory Committee will be chaired by the Dean of the UNLV College of Education or her/his designee. The function of this Advisory Committee is distinct from that of the Vision Steering Committee in that its responsibility is generally associated with the broader external functioning and support of the Academic Innovation Initiative. The scope of responsibilities for the External Advisory Committee will include:
 - a. Ensuring buy in and awareness of the School's activities by key stakeholders at the local, state, regional, and national levels;
 - b. Supporting the UNLV Dean and the UNLV College Education's Director of Development in securing gifts to support ongoing creation and testing of innovative approaches; and
 - c. Providing input regarding the continually more effective functioning of the School.

Once all members are named, the information will be shared with all stakeholders including members of the Board of School Trustees. The Principal serving at Paradise will be a member as well.

3. Relationship to School Organizational Team. The Vision Steering Committee and External Advisory Committee are intended to provide support and guidance for the School and the Principal, with a primary focus on ensuring the implementation of innovative educational practices at the School. The existence of these committees will in no way impede upon the duties and responsibilities of the School Organizational Team as described by **AB-394 Assembly Bill 469**. The School Organizational Team will remain responsible for any and all duties as described by the laws and regulations implementing **AB-394 Assembly Bill 469**. **A dispute resolution process for matters involving the Vision Steering Committee, External Advisory Committee, and School Organizational Team are provided in section T.**

D. OPERATION OF THE PARADISE ACADEMIC INNOVATION INITIATIVE

1. Enrollment. Enrollment of children at Paradise will conform to the same parameters and expectations of all other DISTRICT neighborhood (i.e., non-magnet, non-charter) schools. The emphasis will be on serving primarily the families and children living in the established Paradise catchment/enrollment zone. All children enrolled at Paradise will be enrollees of DISTRICT and, thus, subject to the same admission and enrollment criteria, and zone variances are per Clark County School District Policies and Regulations. Paradise currently enrolls a small proportion of students of UNLV employees who do not live within the Paradise enrollment zone. These children will be allowed to continue attending Paradise if their families wish; however, no new enrollments will be granted on the basis solely of a parent's employment or enrollment at UNLV.
2. DISTRICT Responsibilities. As a fully functioning DISTRICT school, **DISTRICT and school** will retain responsibility for all of the following:
 1. **Instructional Leadership;**
 2. **Curriculum Development;**
 3. Facilities Maintenance;
 4. Custodial Services;
 5. Food Services;
 6. Transportation;
 7. Technology and Technology Support;
 8. Legal Services;
 9. Landscaping/grounds; and
 10. Other general services as mutually agreed.

UNLV reserves the right to supplement pedagogical services or materials (including technology) as necessary to examine their impact/effectiveness in promoting desired outcomes. **If UNLV determines that it is in the best interest of the School, it may request that the DISTRICT request that the Department of Education consider designating Paradise as a "Turnaround School." This partnership aligns to the Superintendent of Schools Reinvent Model. If requested by the District and the Board of School Trustees, and if in the best interest of the**

school, parties may request to initiate Senate Bill 92 of the 78th Legislative Session or Local Turnaround onboarding processes, they will do so in consultation with UNLV.

3. UNLV Responsibilities. UNLV ~~will assume control over~~ have input regarding instructional, curricular, and operations of the School. This will include all professional development for the School's faculty and staff, as well as ~~setting input for~~ all School level policies.
4. School Budget and Spending. The School will receive all ~~per-pupil~~ strategic budget funds intended for Paradise, ~~minus a withholding of funds for the actual cost of services to be provided by the DISTRICT.~~ All funding and resource allocation decisions for staffing, equipment, services, and supplies necessary to accomplish the goals of this Agreement shall be made by the Principal in consultation with the Vision Steering Committee.

E. STAFFING AND PERSONNEL MANAGEMENT

1. Staffing Decisions. For the purposes of this Agreement, "School Staff" constitutes employees of The DISTRICT, with the exception of the Pedagogista and any Education Candidate, unless the Parties mutually agree in writing at a later time to the employment of any and/or all Education Candidates as "School Staff." The Principal, in consultation with the Vision Steering Committee, shall make all determinations for the school concerning hiring and staff management and, where appropriate, will work with the DISTRICT regarding the assignment of School Staff. All School Staff will be employees of DISTRICT and subject to all DISTRICT Policies and Regulations. All staffing decisions will be made in accordance with the relevant statutory, regulatory, and collectively bargained provisions governing the School. Selection of the Pedagogista and Clinical Faculty will conform with the relevant sections of this Agreement.
2. Education Candidates. An "Education Candidate" is defined as a student in good standing at UNLV and enrolled in one or more courses offered by the UNLV College of Education and who is expected, encouraged, or required as part of her or his Education coursework or program to engage in prescribed clinical activities. Staffing for the Paradise Academic Innovation Initiative will be made in ways that rely increasingly on the engagement of UNLV Education Candidates to provide and support instruction within the School. Through the progression of a candidate's professional education, their engagement may take the form of observation and non-instructional support (Inductees); individual or team responsibility for tutoring, team teaching, or small group instruction or instructional support (Internships); direct or even sole responsibility as the professional of record for the classroom, case list, or other groups (Residents); and additional supervisory responsibility for Inductees, Interns, or Residents (Senior Residents). UNLV, ~~in consultation with the principal, maintains has complete control and complete~~ responsibility for the integration of pre-licensure Education Candidates in educational, observational, support, research, and instructional roles within the School. This includes but is

not limited to the responsibilities described above. UNLV will ensure a process by which the integrity and professional performance of every candidate working in the School are maintained and, as needed, candidates may be removed from this experience. UNLV Education Candidates will be given particular consideration for positions as tutors, coaches, and sponsors of extracurricular and co-curricular opportunities at the School.

3. Clinical Faculty Members. **In partnership with the Principal**, the School will utilize a small number of highly skilled Clinical Faculty members who are responsible for:
 - a. Ensuring the quality of services provided throughout the School;
 - b. Guiding the clinical education and work of Candidates; and
 - c. Maintaining the integrity of structured research within the School.

Clinical Faculty will be members of the UNLV College of Education faculty and, thus, must possess a terminal degree in their field, have a substantial record of exemplary professional performance in **K-12 K-5** settings, and understand both professional preparation and research in Education. These individuals will be selected by the Pedagogista, Principal, and members of the Vision Steering Committee.

F. RESEARCH AND TRAINING FUNCTIONS OF THE PARADISE ACADEMIC INNOVATION INITIATIVE

1. Access to Records. In addition to ensuring that families and children served by the school receive exemplary education and educational support services, the facility is intended to support innovation, research, and professional education as part of this Agreement. Under this Agreement, and in compliance with the Federal Educational Rights and Privacy Act as discussed below, UNLV will have timely access to all personnel, performance, fiscal, operational, and student data associated with the School. The DISTRICT agrees to ensure either direct access to these data in real time or to guarantee delivery of these data to identified UNLV and School representatives. Because these must be in a form that allows longitudinal tracking at an individual teacher and student level, UNLV will implement and maintain a process that both limits access and protects the privacy of every individual in the database. A standing agreement will remain in place by which research approved by the Vision Steering Committee (or an assigned subcommittee of this group) and by the UNLV Institutional Review Board must be submitted to the Clark County School District Institutional Review Board Officer for informational purposes, but will not be required for Clark County School District Institutional Review Board approval.
2. Securement of Gifts. In order to realize the goals of this collaboration and fulfill the research and training functions of the Academic Innovation Initiative, the UNLV College of Education will need to secure gifts to support the programming, curriculum and ongoing creation and refinement of innovative approaches at the School. Any funds raised by UNLV for the support of the school are being raised

on behalf of UNLV and in UNLV's name, and therefore do not fall under the control of or need to comply with any DISTRICT policies or regulations governing the administration of raised funds, including but not limited to "Regulation 3221: Administration of Federal, State, Local and Private Funds", and "Regulation 3241: Acceptance of Gifts."

G. PUBLICATION

UNLV retains the right to publish, through appropriate professional outlets and as an element of the research mission of the School, the results of both quantitative and qualitative research conducted within, on, or about the School. All publications must protect the confidentiality and privacy of each Paradise student, faculty, staff, and family member. However, full editorial authority is retained by UNLV.

H. WAIVERS OF DISTRICT POLICY AND REGULATIONS

Both Parties to this MOU recognize the importance of providing UNLV, the Principal, and the School leadership the flexibility necessary to implement the program and achieve the goals set forth in this MOU. In order to focus on providing innovative and forward thinking strategies, UNLV **as the with** School leadership will need the ability to, when necessary, act quickly to make changes to the School's instruction and curriculum. The District agrees to expedite any UNLV requests for modifications to DISTRICT Policies and/or Regulations requested by the School leadership team.

INSURANCE, LIABILITY & INDEMNIFICATION

A. SELF-INSURANCE

The Parties participate in the self-insurance program of the State of Nevada and will provide a statement of participation upon request. The Parties agree, during the term of this Agreement, to maintain and participate in the self-insurance fund in amounts which are in compliance with the laws of the State of Nevada and sufficient to cover any liability which reasonably could be anticipated to arise from the performance of this Agreement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF PARTIES NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of either Party in any way be personally liable or responsible for any obligation contained in this Agreement, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Agreement.

C. INDEMNIFICATION

To the extent authorized by law and limited, specifically by Nevada Revised Statute Chapter 41, each Party agrees to indemnify, defend and hold harmless the other Party (and its officers, regents, employees, agents and representatives) from and against all claims, liabilities, expenses, losses,

demands, actions, liens and judgments (but not including court costs and attorneys' fees and expenses) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Party, its tenants, contractors, employees, agents, suppliers, purveyors, customers, licensees and invitees of each of them. The Parties do not waive and intend to assert all defenses and immunities that are available to them by law.

MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Agreement. If sufficient appropriations and authorizations are not made by UNLV, this Agreement shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to DISTRICT, and DISTRICT shall immediately refund UNLV any pre-paid or advance unearned payments it made to DISTRICT.

B. ASSIGNS AND SUCCESSORS

Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

C. COMPLIANCE

Each Party warrants and agrees that it will at all times during the Term comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, Occupational Safety and Health Administration, Environmental Protection Agency, Americans with Disabilities Act, Health Insurance Portability and Accountability, and provide upon request, proof of compliance with the foregoing.

D. CONFIDENTIALITY

The Parties acknowledge and agree that they are to keep all confidential information secure and are not to disseminate or use any materials and/or data that is confidential, whether originals or copies. The Parties acknowledge that they would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without the other Party's prior written approval.

The Parties acknowledge and agree that during the Term, they may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of alumni, employees, and students (collectively, "**User Data**"). The Parties acknowledge and agree that User Data is highly sensitive and to afford it the maximum security as can be provided using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. The Parties agree to comply

with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Gramm-Leach-Bliley Act.

The Parties shall immediately inform the other in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving User Data of which either Party becomes aware. Except as prohibited by law, the Parties agree to immediately destroy all confidential data and User Data received hereunder upon termination or expiration of this Agreement. The Parties agree to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. The Parties acknowledge and agree that any violation of this Section is a material breach of this Agreement, and entitles the other Party to immediately terminate this Agreement without penalty and receive a pro-rata refund of any prepaid unearned monies paid.

E. DEBARMENT/SUSPENSION STATUS

By signing the Agreement, each Party certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Each Party agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term.

F. EQUAL EMPLOYMENT OPPORTUNITY

The Parties are Equal Opportunity/Affirmative Action educators and employers committed to achieving excellence through diversity. By signing this Agreement, each Party certifies that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

G. GOVERNING LAW

The Parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Agreement shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and both parties expressly consents to the jurisdiction of said court.

H. THIRD PARTY BENEFICIARY

This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

I. INDEPENDENT CONTRACTOR

Each Party expressly agrees that its employees and/or subcontractors shall not be treated or considered as the servants and employees of the other Party, it being the intention of the parties that each shall be and remain an independent contractor, and that nothing contained in this Agreement shall be construed inconsistent with that status. Each Party covenants and agrees to save and hold harmless the other Party from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Agreement or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the Parties.

K. NOTICES

Any notice or communication which may or is required to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) if delivered in person, upon delivery; or (2) if mailed by certified or registered mail, postage prepaid, and addressed as provided below, on the third business day after deposit in the United States mail; or (3) if sent by overnight express delivery service, enclosed in a prepaid envelope and addressed as provided below, on the first business day after deposit with the service. Either Party may change its respective address by giving written notice of the change as provided in this Section.

UNLV as follows: College of Education
University of Nevada, Las Vegas
4505 South Maryland Parkway - Box 453001
Las Vegas, Nevada 89154-3001

With a copy to: Office of General Counsel
University of Nevada, Las Vegas
4505 South Maryland Parkway - Box 451085
Las Vegas, Nevada 89154-1085

DISTRICT as follows: Clark County School District Instruction Unit
5100 West Sahara Avenue
Las Vegas, Nevada 89146

With a copy to: Clark County School District
Office of the General Counsel
5100 West Sahara Avenue
Las Vegas, Nevada 89146

L. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Parties agree to abide by the provisions of FERPA, 20 USC 1232g, 34 CFR Part 99, and any other applicable law or regulation on confidentiality of data and information. This specifically includes the duty to comply with all use and redisclosure provisions of FERPA. Each Party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating, arising out of; or resulting from, or in any manner attributable to, the actions of the other Party.

1. Contractor/Outside Service Provider under FERPA. To the extent applicable, UNLV is a contractor or outside service provider with whom the DISTRICT has outsourced institutional services or functions that it would otherwise use employees to perform including improving the quality of education for students. For purposes of FERPA, the UNLV's staff and agents constitute school officials with a legitimate educational interest in obtaining access to education records, and will only have access to those particular education records in which they have a legitimate educational interest. The Parties are subject to the same conditions on the use and redisclosure of personally identifiable information from education records that govern other school officials, including 20 USC § 1232g, 34 CFR Part 99, and any other applicable law or regulation on confidentiality of data and information. The DISTRICT has the right to conduct audits or other monitoring activities of the UNLV's policies, procedures, and systems, subject to the UNLV's agreement for frequency and schedule, not to be unreasonably withheld. UNLV acknowledges that they provide training for their employees about FERPA and how to protect education records, and that they have appropriate disciplinary policies for employees that violate FERPA. UNLV also acknowledges that they have a sound data security plan and data stewardship program.
2. Use of Student Data for Studies. To the extent applicable, the DISTRICT and UNLV may use personally identifiable non-directory information to conduct studies for the purpose of improving instruction. 20 USC § 1232g (b)(1)(F); 34 CFR 99.31(a)(6); 34 CFR 99.33. UNLV acknowledges that they may only use personally identifiable information from education records to meet the purpose of the studies as related to this Agreement. UNLV agrees to conduct the studies in a manner that does not permit personal identification of parents and students by anyone other than someone with a legitimate educational interest in the information. UNLV must also take steps to maintain the confidentiality of the personally identifiable information from education records at all stages of the studies, including within any final report(s), by using appropriate disclosure avoidance techniques. UNLV agrees to abide by the provisions of FERPA, 20 USC 1232g, and any other applicable laws or regulations on confidentiality of data and information. This specifically includes the duty to comply with all use and redisclosure provisions of FERPA.
3. Custodian of Records. For the purposes of Nevada's Open Records Act, the DISTRICT shall be considered the custodian of records for public documents of the School. Any Open Records Requests directed to UNLV in relation to the

operation of Paradise shall be forwarded on to the appropriate employee of the DISTRICT. If the DISTRICT receives an Open Records Act request that is in any way related to the operation of Paradise, the DISTRICT will immediately notify the Dean's Office of the UNLV College of Education.

M. TAXES, LICENSES AND PERMITS

UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("NRS"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

N. CRIMINAL BACKGROUND CHECK AND DRUG TESTING

Prior to performing any of the services required under this Agreement, UNLV agrees to have each employee and/or volunteer who will (i) have unsupervised contact with children, seniors over the age of 65 or individuals with disabilities, or (ii) be working in any area containing a Criminal Justice Information computer terminal, submit to a fingerprint based criminal background check (State of Nevada and Federal Bureau of Investigation) and hair drug testing at their own expense. If such employee and/or volunteer has been convicted of a sex crime, any crime against children, drug related charges, theft, assault, battery, domestic violence within the past ten (10) years, or has tested positive on the hair drug testing, then UNLV agrees not to use such employee and/or volunteer in providing or performing any of the services under this Agreement.

O. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Agreement unimpaired, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF NAME AND/OR LOGO IN ADVERTISING

DISTRICT acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "Marks"). DISTRICT further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Agreement, without the prior written approval of UNLV. UNLV agrees that it shall not use the DISTRICT's marks in any manner or fashion without the prior written approval of the DISTRICT.

Q. WAIVER

A failure or delay of either Party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of that Party's right to enforce strict compliance of such provisions(s) of this Agreement.

R. AUDIT

The Parties agree to maintain and preserve their books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon request, during the Term or for a period of two (2) years thereafter, either Party shall, in a timely manner, allow the other, the other Party's internal auditor or a third party auditor retained by the other Party to audit and analyze compliance with the provisions of this Agreement, and shall cooperate with any competent regulatory body and shall allow such other access to the other Party's premises and relevant records where required by legal processes or applicable laws or regulations.

S. SURVIVABILITY

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, shall survive any such termination or expiration.

T. DISPUTE-RESOLUTION

Any and all disputes with the principal and the Pedagogista will need to need to follow a dispute-resolution process and apply to all sections of this agreement. Initial disputes regarding all decisions will involve communication between the Principal and Pedagogista. If necessary, ongoing disputes will require communication and resolution efforts between DISTRICT leadership including the Chief Academic Officer and the UNLV College of Education Dean.

U. TERM

The term of this Agreement shall be for a period of three (3) years, commencing ~~July 1, 2017~~ July 1, 2018 and terminating on ~~June 30, 2020~~ June 30, 2021, unless sooner terminated by either UNLV or the DISTRICT as provided in Section V entitled "Termination" below.

V. TERMINATION

This Agreement may be terminated by ~~UNLV either Party~~ at any time and for any reason upon 90 calendar days written notice. ~~The DISTRICT may terminate this Agreement upon 90 calendar days written notice, subject only to UNLV's failure to meet certain performance benchmarks later agreed upon by the parties.~~ Upon failure to meet such agreed upon performance benchmarks, UNLV will be given a notice to cure of ~~one (1) additional year~~ 90 calendar days prior to the DISTRICT'S termination of this Agreement.

The termination of this Agreement shall not affect the survival of any rights or obligations hereunder which by their nature are to survive and be effective following termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of **July 1, 2018**.

CLARK COUNTY SCHOOL DISTRICT

APPROVED:

Pat Skorkowsky Date
Superintendent of Schools, CCSD

APPROVED AS TO LEGAL FORM:

Carlos McDade Date
General Counsel, CCSD

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

RECOMMENDED:

Kim Metcalf Date
Dean, UNLV College of Education

RECOMMENDED:

Diane Chase Date
Executive Vice President and Provost, UNLV

RECOMMENDED:

Len Jessup Date
President, UNLV

APPROVED:

Thom Reilly
Chancellor, NSHE

Date

APPROVED AS TO LEGAL FORM:

Elda Sidhu
General Counsel, UNLV

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF
REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, AND
CLARK COUNTY SCHOOL DISTRICT REGARDING THE
OPERATION OF
PARADISE ELEMENTARY SCHOOL**

This Memorandum of Understanding (the “**Agreement**”) is entered into by and between the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas, College of Education (“**UNLV**” or “**UNLV College of Education**”), and the Clark County School District (“**DISTRICT**”), (the “**Parties**”). This Agreement is subject to the approvals of the Clark County School District Board of Trustees and the Board of Regents of the Nevada System of Higher Education at publicly noticed meetings. This Agreement is effective as of the last date any authorized signatory affixes his/her signature below effective July 1, 2018

RECITALS

1. **WHEREAS**, the DISTRICT's "Reinvent Schools" program is a program of partnerships focused on school improvement efforts and maximizing organizational staffing, and manages flexibility at the Reinvent Schools campuses, and developing joint, collaborative governance structures focused on the goals of the schools, resulting in increased student achievement while the neighboring communities will also thrive; and
2. **WHEREAS**, the DISTRICT and UNLV envision a future in which all DISTRICT students are healthy, highly educated and confident as they successfully pursue their postsecondary education and/or career; and
3. **WHEREAS**, achieving these conditions for learning requires the DISTRICT and its public, nonprofit, and community partners to employ best practices, break down internal and external programmatic silos and shift policies to create comprehensive and integrated services that support children to be physically and emotionally healthy, academically successful, and responsible members of their community; and
4. **WHEREAS**, many of the students of the DISTRICT confront barriers to achieving this vision, including poverty, immigration/citizenship status, exposure to violence, homelessness, lack of healthcare access, racial disparities, language and cultural barriers, negative peer pressure, lack of accurate information, and support for college and career; and
5. **WHEREAS**, UNLV is a major research institution in the State of Nevada, and the UNLV College of Education is the largest preparer of educators in the State actively engaged in systematic innovation and research;
6. **WHEREAS**, Paradise Elementary School (“Paradise” or the “School”) is located within the geographic boundaries of, and is under the oversight and supervision of the DISTRICT; and
7. **WHEREAS**, Paradise is located at 900 Cottage Grove Avenue, Las Vegas, NV on the main campus of UNLV;

8. **WHEREAS**, According to the 2013-2014 Nevada School Performance Framework, Paradise received a total index score of 40 and therefore a 2-star rating, placing it in the bottom 5th to 24th percentile of all schools in the state based on student growth, proficiency, subgroup performance gaps, and average daily attendance;
9. **WHEREAS**, Both DISTRICT and UNLV have a vested interest in the success of Paradise's students and families;
10. **WHEREAS**, Both DISTRICT and UNLV recognize that it is advantageous to leverage the intellectual, human, research, and innovative resources of the UNLV College of Education to offer the students of Paradise more support both in and outside of the classroom;

THEREFORE, in consideration of the mutual covenants and conditions of this Agreement, the parties agree as follows:

AGREEMENT

A. ESTABLISHMENT OF THE ACADEMIC INNOVATION INITIATIVE

The Parties agree to establish and operate Paradise as an Academic Innovation Initiative (“the Initiative”) within the Reinvent Schools program. The purpose of this project is to adapt and operate Paradise as a college school environment for the creation, analysis, and refinement of innovative and more effective approaches to education and educational services. Specifically, the Initiative will be structured to leverage the intellectual and human resources of the UNLV College of Education to focus on three primary objectives:

1. Provide a world-class education and educational services to the children and families enrolled at Paradise
2. Systematically employ the growing professional capacity of educators-in-training to expand and augment the instructional and support services provided by the School; and
3. Support the creative innovation and robust testing of educational and support approaches with promise for substantive improvement in urban educational settings.

For purposes of this Agreement, any and all programs, academic or otherwise, housed at the Paradise site are subject to this Agreement.

B. ADMINISTRATIVE STRUCTURE OF THE PARADISE ACADEMIC INNOVATION INITIATIVE

The school administration will be made up of a Principal, Assistant Principal(s), and a Pedagogista.

1. School Principal. All decisions regarding Principal selection will be made by the DISTRICT in consultation with UNLV. UNLV will be given the opportunity to participate in the interview process and the opportunity to provide input as to their

desired choice for the position. The DISTRICT will give consideration to the input given by UNLV when selecting the School's Principal. The Principal will be hired in accordance with the DISTRICT hiring protocol for Principals and will be an employee of the DISTRICT. The Principal must be a person with knowledge and understanding of: (1) The operation and administration of a K-5 school; (2) The clinical preparation and licensure requirements for educational personnel; and (3) Quantitative and qualitative research design and think with an open mind and promote a spirit of advancement. Once a mutually agreed upon candidate has been identified, the Superintendent of the DISTRICT will appoint the Principal. The Principal will receive no salary, benefits, or payments of any other kind from NSHE/UNLV for his/her service in this role. The Principal will be subject to all DISTRICT policies and procedures.

2. Pedagogista. The Pedagogista will serve a crucial role in the success of the Paradise Academic Innovation Initiative. The Pedagogista's primary duties will include:
 - a. Co-chairing the Vision Steering Committee, discussed below,
 - b. Serving as the primary liaison between the UNLV College of Education and the School, and
 - c. Will be responsible for coordinating and communicating curricular, pedagogical, research, or other initiatives conducted within the School.

The Pedagogista will be hired by the UNLV College of Education K-5, subject to NSHE/UNLV policies and procedures, with input from the Principal and relevant DISTRICT personnel. This individual must hold a terminal degree in Education or a directly relevant discipline, have experience as a K-5 educator and the qualifications to be certified as a school leader in the state of Nevada, and understand research and best practice in urban education. The Pedagogista will be an employee of UNLV and a member of the UNLV College of Education faculty and will serve as a member of the College's Leadership Team. The Pedagogista will receive no salary, benefits, or payments of any other kind from the DISTRICT for his/her service in this role, but the selection of the Pedagogista will be approved in advance by the DISTRICT. Assuming the Pedagogista is certified to be a school leader in the state of Nevada, the Pedagogista may be the presumed successor to the current Principal due to the Pedagogista's experience and institutional knowledge of the innovative practices implemented at the School. Should the role of Principal become available at the School, the DISTRICT may hire the pre-approved Pedagogista as the new Principal of the School, at which time the Pedagogista may become an employee of the DISTRICT if eligible and in the qualified selection pool for the DISTRICT.

C. GOVERNANCE OF THE PARADISE ACADEMIC INNOVATION INITIATIVE

Paradise will remain a school under the ultimate control and supervision of the Clark County School District Board of Trustees. In order to provide the level of support necessary to reach the

previously stated goals for this collaboration, the School will also receive the support, and, where appropriate, input of a Vision Steering Committee as well as an External Advisory Committee.

1. Vision Steering Committee. A Vision Steering Committee will be co-chaired by the principal and the Pedagogista with members including a representative of the UNLV College of Education Dean's Office, the Principal, a representative of the DISTRICT, and other key stakeholders as determined by the committee. The Vision Steering Committee will function as a conduit for external and internal agencies to propose curricular, co-curricular, and extra-curricular innovations to be systematically evaluated in the School. The scope of responsibilities for the Vision Steering Committee will include, but not be limited to, the following:
 - a. Evaluating proposals related to the Academic Innovation Initiative and determining whether or not a proposal will be initiated within the School;
 - b. Monitoring the scope and length of interventions/studies to ensure research integrity, instructional/educational quality, and ongoing innovation;
 - c. Providing guidance and support for the selection and engagement of Education Candidates, defined below, in the operation of the School;
 - d. Suggesting and, when appropriate, conducting professional development opportunities to improve the effectiveness of the School.

Once all members are named, the information will be shared with all stakeholders including members of the Board of School Trustees.

2. External Advisory Committee. An External Advisory Committee will be chaired by the Dean of the UNLV College of Education or her/his designee. The function of this Advisory Committee is distinct from that of the Vision Steering Committee in that its responsibility is generally associated with the broader external functioning and support of the Academic Innovation Initiative. The scope of responsibilities for the External Advisory Committee will include:
 - a. Ensuring buy in and awareness of the School's activities by key stakeholders at the local, state, regional, and national levels;
 - b. Supporting the UNLV Dean and the UNLV College Education's Director of Development in securing gifts to support ongoing creation and testing of innovative approaches; and
 - c. Providing input regarding the continually more effective functioning of the School.

Once all members are named, the information will be shared with all stakeholders including members of the Board of School Trustees. The Principal serving at Paradise will be a member as well.

3. Relationship to School Organizational Team. The Vision Steering Committee and External Advisory Committee are intended to provide support and guidance for the School and the Principal, with a primary focus on ensuring the implementation of innovative educational practices at the School. The existence of these committees will in no way impede upon the duties and responsibilities of the School Organizational Team as described by Assembly Bill 469. The School Organizational Team will remain responsible for any and all duties as described by the laws and regulations implementing Assembly Bill 469. A dispute resolution process for matters involving the Vision Steering Committee, External Advisory Committee, and School Organizational Team are provided in section T.

D. OPERATION OF THE PARADISE ACADEMIC INNOVATION INITIATIVE

1. Enrollment. Enrollment of children at Paradise will conform to the same parameters and expectations of all other DISTRICT neighborhood (i.e., non-magnet, non-charter) schools. The emphasis will be on serving primarily the families and children living in the established Paradise catchment/enrollment zone. All children enrolled at Paradise will be enrollees of DISTRICT and, thus, subject to the same admission and enrollment criteria, and zone variances are per Clark County School District Policies and Regulations. Paradise currently enrolls a small proportion of students of UNLV employees who do not live within the Paradise enrollment zone. These children will be allowed to continue attending Paradise if their families wish; however, no new enrollments will be granted on the basis solely of a parent's employment or enrollment at UNLV.
2. DISTRICT Responsibilities. As a fully functioning DISTRICT school, DISTRICT and school will retain responsibility for all of the following:
 1. Instructional Leadership;
 2. Curriculum Development;
 3. Facilities Maintenance;
 4. Custodial Services;
 5. Food Services;
 6. Transportation;
 7. Technology and Technology Support;
 8. Legal Services;
 9. Landscaping/grounds; and
 10. Other general services as mutually agreed.

UNLV reserves the right to supplement pedagogical services or materials (including technology) as necessary to examine their impact/effectiveness in promoting desired outcomes. This partnership aligns to the Superintendent of Schools Reinvent Model. If requested by the District and the Board of School Trustees, and if in the the best interest of the school, the parties may request to initiate Senate Bill 92 of the 78th Legislative Session or local Turnaround onboarding processes, they will do so in consultation with UNLV.

3. UNLV Responsibilities. UNLV will have input regarding instructional, curricular, and operations of the School. This will include all professional development for the School's faculty and staff, as well as input for all School level policies.
4. School Budget and Spending. The School will receive all strategic budget funds intended for Paradise--All funding and resource allocation decisions for staffing, equipment, services, and supplies necessary to accomplish the goals of this Agreement shall be made by the Principal in consultation with the Vision Steering Committee.

E. STAFFING AND PERSONNEL MANAGEMENT

1. Staffing Decisions. For the purposes of this Agreement, "School Staff" constitutes employees of The DISTRICT, with the exception of the Pedagogista and any Education Candidate, unless the Parties mutually agree in writing at a later time to the employment of any and/or all Education Candidates as "School Staff." The Principal, in consultation with the Vision Steering Committee, shall make all determinations for the school concerning hiring and staff management and, where appropriate, will work with the DISTRICT regarding the assignment of School Staff. All School Staff will be employees of DISTRICT and subject to all DISTRICT Policies and Regulations. All staffing decisions will be made in accordance with the relevant statutory, regulatory, and collectively bargained provisions governing the School. Selection of the Pedagogista and Clinical Faculty will conform with the relevant sections of this Agreement.
2. Education Candidates. An "Education Candidate" is defined as a student in good standing at UNLV and enrolled in one or more courses offered by the UNLV College of Education and who is expected, encouraged, or required as part of her or his Education coursework or program to engage in prescribed clinical activities. Staffing for the Paradise Academic Innovation Initiative will be made in ways that rely increasingly on the engagement of UNLV Education Candidates to provide and support instruction within the School. Through the progression of a candidate's professional education, their engagement may take the form of observation and non-instructional support (Inductees); individual or team responsibility for tutoring, team teaching, or small group instruction or instructional support (Internships); direct or even sole responsibility as the professional of record for the classroom, case list, or other groups (Residents); and additional supervisory responsibility for Inductees, Interns, or Residents (Senior Residents). UNLV, in consultation with the principal, maintains responsibility for the integration of pre-licensure Education Candidates in educational, observational, support, research, and instructional roles within the School. This includes but is not limited to the responsibilities described above. UNLV will ensure a process by which the integrity and professional performance of every candidate working in the School are maintained and, as needed, candidates may be removed from this experience. UNLV Education Candidates will be given particular consideration for positions as tutors, coaches, and sponsors of extracurricular and co-curricular opportunities at the School.

3. Clinical Faculty Members. In partnership with the Principal, the School will utilize a small number of highly skilled Clinical Faculty members who are responsible for:
 - a. Ensuring the quality of services provided throughout the School;
 - b. Guiding the clinical education and work of Candidates; and
 - c. Maintaining the integrity of structured research within the School.

Clinical Faculty will be members of the UNLV College of Education faculty and, thus, must possess a terminal degree in their field, have a substantial record of exemplary professional performance in K-5 settings, and understand both professional preparation and research in Education. These individuals will be selected by the Pedagogista, Principal, and members of the Vision Steering Committee.

F. RESEARCH AND TRAINING FUNCTIONS OF THE PARADISE ACADEMIC INNOVATION INITIATIVE

1. Access to Records. In addition to ensuring that families and children served by the school receive exemplary education and educational support services, the facility is intended to support innovation, research, and professional education as part of this Agreement. Under this Agreement, and in compliance with the Federal Educational Rights and Privacy Act as discussed below, UNLV will have timely access to all personnel, performance, fiscal, operational, and student data associated with the School. The DISTRICT agrees to ensure either direct access to these data in real time or to guarantee delivery of these data to identified UNLV and School representatives. Because these must be in a form that allows longitudinal tracking at an individual teacher and student level, UNLV will implement and maintain a process that both limits access and protects the privacy of every individual in the database. A standing agreement will remain in place by which research approved by the Vision Steering Committee (or an assigned subcommittee of this group) and by the UNLV Institutional Review Board must be submitted to the Clark County School District Institutional Review Board Officer for informational purposes, but will not be required for Clark County School District Institutional Review Board approval.
2. Securement of Gifts. In order to realize the goals of this collaboration and fulfill the research and training functions of the Academic Innovation Initiative, the UNLV College of Education will need to secure gifts to support the programming, curriculum and ongoing creation and refinement of innovative approaches at the School. Any funds raised by UNLV for the support of the school are being raised on behalf of UNLV and in UNLV's name, and therefore do not fall under the control of or need to comply with any DISTRICT policies or regulations governing the administration of raised funds, including but not limited to "Regulation 3221: Administration of Federal, State, Local and Private Funds", and "Regulation 3241: Acceptance of Gifts."

G. PUBLICATION

UNLV retains the right to publish, through appropriate professional outlets and as an element of the research mission of the School, the results of both quantitative and qualitative research conducted within, on, or about the School. All publications must protect the confidentiality and privacy of each Paradise student, faculty, staff, and family member. However, full editorial authority is retained by UNLV.

H. WAIVERS OF DISTRICT POLICY AND REGULATIONS

Both Parties to this MOU recognize the importance of providing UNLV, the Principal, and the School leadership the flexibility necessary to implement the program and achieve the goals set forth in this MOU. In order to focus on providing innovative and forward thinking strategies, UNLV with School leadership will need the ability to, when necessary, act quickly to make changes to the School's instruction and curriculum. The District agrees to expedite any UNLV requests for modifications to DISTRICT Policies and/or Regulations requested by the School leadership team.

INSURANCE, LIABILITY & INDEMNIFICATION

A. SELF-INSURANCE

The Parties participate in the self-insurance program of the State of Nevada and will provide a statement of participation upon request. The Parties agree, during the term of this Agreement, to maintain and participate in the self-insurance fund in amounts which are in compliance with the laws of the State of Nevada and sufficient to cover any liability which reasonably could be anticipated to arise from the performance of this Agreement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF PARTIES NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of either Party in any way be personally liable or responsible for any obligation contained in this Agreement, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Agreement.

C. INDEMNIFICATION

To the extent authorized by law and limited, specifically by Nevada Revised Statute Chapter 41, each Party agrees to indemnify, defend and hold harmless the other Party (and its officers, regents, employees, agents and representatives) from and against all claims, liabilities, expenses, losses, demands, actions, liens and judgments (but not including court costs and attorneys' fees and expenses) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Party, its tenants, contractors, employees, agents, suppliers, purveyors, customers, licensees and invitees of each of them. The Parties do not waive and intend to assert all defenses and immunities that are available to them by law.

MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Agreement. If sufficient appropriations and authorizations are not made by UNLV, this Agreement shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to DISTRICT, and DISTRICT shall immediately refund UNLV any pre-paid or advance unearned payments it made to DISTRICT.

B. ASSIGNS AND SUCCESSORS

Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party.

C. COMPLIANCE

Each Party warrants and agrees that it will at all times during the Term comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, Occupational Safety and Health Administration, Environmental Protection Agency, Americans with Disabilities Act, Health Insurance Portability and Accountability, and provide upon request, proof of compliance with the foregoing.

D. CONFIDENTIALITY

The Parties acknowledge and agree that they are to keep all confidential information secure and are not to disseminate or use any materials and/or data that is confidential, whether originals or copies. The Parties acknowledge that they would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without the other Party's prior written approval.

The Parties acknowledge and agree that during the Term, they may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of alumni, employees, and students (collectively, "User Data"). The Parties acknowledge and agree that User Data is highly sensitive and to afford it the maximum security as can be provided using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. The Parties agree to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Gramm-Leach-Bliley Act.

The Parties shall immediately inform the other in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving User Data of which either Party becomes aware. Except as prohibited by law, the Parties agree to immediately destroy all confidential data and User Data received hereunder upon termination or expiration of this

Agreement. The Parties agree to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. The Parties acknowledge and agree that any violation of this Section is a material breach of this Agreement, and entitles the other Party to immediately terminate this Agreement without penalty and receive a pro-rata refund of any prepaid unearned monies paid.

E. DEBARMENT/SUSPENSION STATUS

By signing the Agreement, each Party certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Each Party agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term.

F. EQUAL EMPLOYMENT OPPORTUNITY

The Parties are Equal Opportunity/Affirmative Action educators and employers committed to achieving excellence through diversity. By signing this Agreement, each Party certifies that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

G. GOVERNING LAW

The Parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Agreement shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and both parties expressly consents to the jurisdiction of said court.

H. THIRD PARTY BENEFICIARY

This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

I. INDEPENDENT CONTRACTOR

Each Party expressly agrees that its employees and/or subcontractors shall not be treated or considered as the servants and employees of the other Party, it being the intention of the parties that each shall be and remain an independent contractor, and that nothing contained in this Agreement shall be construed inconsistent with that status. Each Party covenants and agrees to

save and hold harmless the other Party from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Agreement or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the Parties.

K. NOTICES

Any notice or communication which may or is required to be given under this Agreement shall be in writing and shall be deemed to have been given: (a) if delivered in person, upon delivery; or (2) if mailed by certified or registered mail, postage prepaid, and addressed as provided below, on the third business day after deposit in the United States mail; or (3) if sent by overnight express delivery service, enclosed in a prepaid envelope and addressed as provided below, on the first business day after deposit with the service. Either Party may change its respective address by giving written notice of the change as provided in this Section.

UNLV as follows: College of Education
University of Nevada, Las Vegas
4505 South Maryland Parkway - Box 453001
Las Vegas, Nevada 89154-3001

With a copy to: Office of General Counsel
University of Nevada, Las Vegas
4505 South Maryland Parkway - Box 451085
Las Vegas, Nevada 89154-1085

DISTRICT as follows: Clark County School District Instruction Unit
5100 West Sahara Avenue
Las Vegas, Nevada 89146

With a copy to: Clark County School District
Office of the General Counsel
5100 West Sahara Avenue
Las Vegas, Nevada 89146

L. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Parties agree to abide by the provisions of FERPA, 20 USC 1232g, 34 CFR Part 99, and any other applicable law or regulation on confidentiality of data and information. This specifically includes the duty to comply with all use and redisclosure provisions of FERPA. Each Party agrees

that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating, arising out of; or resulting from, or in any manner attributable to, the actions of the other Party.

1. Contractor/Outside Service Provider under FERPA. To the extent applicable, UNLV is a contractor or outside service provider with whom the DISTRICT has outsourced institutional services or functions that it would otherwise use employees to perform including improving the quality of education for students. For purposes of FERPA, the UNLV's staff and agents constitute school officials with a legitimate educational interest in obtaining access to education records, and will only have access to those particular education records in which they have a legitimate educational interest. The Parties are subject to the same conditions on the use and redisclosure of personally identifiable information from education records that govern other school officials, including 20 USC § 1232g, 34 CFR Part 99, and any other applicable law or regulation on confidentiality of data and information. The DISTRICT has the right to conduct audits or other monitoring activities of the UNLV's policies, procedures, and systems, subject to the UNLV's agreement for frequency and schedule, not to be unreasonably withheld. UNLV acknowledges that they provide training for their employees about FERPA and how to protect education records, and that they have appropriate disciplinary policies for employees that violate FERPA. UNLV also acknowledges that they have a sound data security plan and data stewardship program.
2. Use of Student Data for Studies. To the extent applicable, the DISTRICT and UNLV may use personally identifiable non-directory information to conduct studies for the purpose of improving instruction. 20 USC § 1232g (b)(1)(F); 34 CFR 99.31(a)(6); 34 CFR 99.33. UNLV acknowledges that they may only use personally identifiable information from education records to meet the purpose of the studies as related to this Agreement. UNLV agrees to conduct the studies in a manner that does not permit personal identification of parents and students by anyone other than someone with a legitimate educational interest in the information. UNLV must also take steps to maintain the confidentiality of the personally identifiable information from education records at all stages of the studies, including within any final report(s), by using appropriate disclosure avoidance techniques. UNLV agrees to abide by the provisions of FERPA, 20 USC 1232g, and any other applicable laws or regulations on confidentiality of data and information. This specifically includes the duty to comply with all use and redisclosure provisions of FERPA.
3. Custodian of Records. For the purposes of Nevada's Open Records Act, the DISTRICT shall be considered the custodian of records for public documents of the School. Any Open Records Requests directed to UNLV in relation to the operation of Paradise shall be forwarded on to the appropriate employee of the DISTRICT. If the DISTRICT receives an Open Records Act request that is in any way related to the operation of Paradise, the DISTRICT will immediately notify the Dean's Office of the UNLV College of Education.

M. TAXES, LICENSES AND PERMITS

UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes (“NRS”). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

N. CRIMINAL BACKGROUND CHECK AND DRUG TESTING

Prior to performing any of the services required under this Agreement, UNLV agrees to have each employee and/or volunteer who will (i) have unsupervised contact with children, seniors over the age of 65 or individuals with disabilities, or (ii) be working in any area containing a Criminal Justice Information computer terminal, submit to a fingerprint based criminal background check (State of Nevada and Federal Bureau of Investigation) and hair drug testing at their own expense. If such employee and/or volunteer has been convicted of a sex crime, any crime against children, drug related charges, theft, assault, battery, domestic violence within the past ten (10) years, or has tested positive on the hair drug testing, then UNLV agrees not to use such employee and/or volunteer in providing or performing any of the services under this Agreement.

O. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Agreement unimpaired, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF NAME AND/OR LOGO IN ADVERTISING

DISTRICT acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, “Marks”). DISTRICT further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Agreement, without the prior written approval of UNLV. UNLV agrees that it shall not use the DISTRICT’s marks in any manner or fashion without the prior written approval of the DISTRICT.

Q. WAIVER

A failure or delay of either Party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of that Party's right to enforce strict compliance of such provisions(s) of this Agreement.

R. AUDIT

The Parties agree to maintain and preserve their books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an

applicable law or regulation. Upon request, during the Term or for a period of two (2) years thereafter, either Party shall, in a timely manner, allow the other, the other Party's internal auditor or a third party auditor retained by the other Party to audit and analyze compliance with the provisions of this Agreement, and shall cooperate with any competent regulatory body and shall allow such other access to the other Party's premises and relevant records where required by legal processes or applicable laws or regulations.

S. SURVIVABILITY

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, shall survive any such termination or expiration.

T. DISPUTE-RESOLUTION

Any and all disputes with the principal and the Pedagogista will need to need to follow a dispute-resolution process and apply to all sections of this agreement. Initial disputes regarding all decisions will involve communication between the Principal and Pedagogista. If necessary, ongoing disputes will require communication and resolution efforts between DISTRICT leadership including the Chief Academic Officer and the UNLV College of Education Dean.

U. TERM

The term of this Agreement shall be for a period of three (3) years, commencing July 1, 2018 and terminating on June 30, 2021, unless sooner terminated by either UNLV or the DISTRICT as provided in Section V entitled "Termination" below.

V. TERMINATION

This Agreement may be terminated by either Party at any time and for any reason upon 90 calendar days written notice. Upon failure to meet such agreed upon performance benchmarks, UNLV will be given a notice to cure of 90 calendar days prior to the DISTRICT'S termination of this Agreement.

The termination of this Agreement shall not affect the survival of any rights or obligations hereunder which by their nature are to survive and be effective following termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of July 1, 2018.

CLARK COUNTY SCHOOL DISTRICT

APPROVED:

Pat Skorkowsky Date
Superintendent of Schools, CCSD

APPROVED AS TO LEGAL FORM:

Carlos McDade Date
General Counsel, CCSD

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

RECOMMENDED:

Kim Metcalf Date
Dean, UNLV College of Education

RECOMMENDED:

Diane Chase Date
Executive Vice President and Provost, UNLV

RECOMMENDED:

Len Jessup Date
President, UNLV

APPROVED:

Thom Reilly Date
Chancellor, NSHE

APPROVED AS TO LEGAL FORM:

Elda Sidhu
General Counsel, UNLV

Date