MEMORANDUM OF UNDERSTANDING NSHE AND CCSD STRATEGIC PARTNERSHIP TO PROMOTE COLLEGE AND CAREER READINESS

This Memorandum of Understanding ("**MOU**") is being entered into by the Chancellor of the Nevada System of Higher Education (NSHE) and the Superintendent of Schools of the Clark County School District (CCSD) to establish a Strategic Partnership to Promote College and Career Readiness. For purposes of this MOU, the Chancellor and the Superintendent of Schools may be referred to individually as a "Party" and together may be referred to as the "Parties." This MOU shall become effective when signed and dated by the Chancellor and the Superintendent of Schools.

RECITALS

WHEREAS, college and career readiness strategies include dual credit programs that offer high school students the opportunity to earn college credit and meet requirements towards high school graduation, and students who participate in dual enrollment courses are more likely to graduate from high school, enroll in college and earn a college credential; and

WHEREAS, the Nevada Legislature demonstrated strong support for dual credit by authorizing high school students to earn credit toward high school graduation for successfully completed college courses pursuant to NRS 389.160 , and the State Board of Education approved over 900 dual credit courses for students in the CCSD; and

WHEREAS, Nevada Legislature in 2017 further demonstrated its support for dual credit with the passage of Senate Bill 19, which requires each school district to enter into cooperative dual credit agreements with NSHE institutions in an effort to expand dual credit programs across the State and remove barriers to student participation, especially for traditionally underserved student populations; and

WHEREAS, the NSHE and the CCSD have a joint interest in and responsibility for collaboratively preparing students to join Nevada's workforce and this effort includes programs such as Nevada's career and technical education (CTE) program established under the joint policy statement adopted by the Nevada Board of Regents and the State Board of Education, as well as other efforts to develop transparent career pathways and preparation; and

WHEREAS, 54.6% of CCSD's high school class of 2016 were placed into remedial coursework at NSHE institutions, and research demonstrates that students placed into remediation are less likely to earn a college degree;

NOW, THEREFORE, by way of this MOU, the Parties set forth the following objectives and specification of the Strategic Partnership to Promote College and Career Readiness through dual enrollment, targeted workforce preparation, and reduction in the need for remediation at NSHE institutions and state various other requirements of the Parties and the Strategic Partnership (collectively the "Terms of Understanding").

TERMS OF UNDERSTANDING

- **Objectives and Specifications.** The Parties acknowledge the following objectives and specifications of the Strategic Partnership.
 - 1.1 Dual Credit. The Parties commit to working collaboratively to expand and improve the delivery of dual credit courses and programs in Clark County, including but not limited to the following:
 - a) Addressing barriers to student participation in dual credit courses and programs, including location, transportation and funding of courses;
 - Working in partnership with stakeholders in the southern Nevada workforce community to develop targeted dual credit programs through which high school students may earn certificates and work credentials to meet workforce needs;
 - c) Ensuring the awarding of credit for successfully completion of an Advanced Placement course at all NSHE institutions for students who earn scores of 3, 4, and 5 on the Advanced Placement test pursuant to Title 4, Chapter 14, Section 10 of the Board of Regents Handbook;
 - d) Exploring dual credit "academies" whereby high school students may participate in programs directly aligned with workforce needs, including but not limited to, (1) HVAC, (2) Manufacturing, (3) IT/Cyber, (3) Hospitality and Tourism, and (4) Healthcare and other high skill demand areas;
 - e) Developing strategies to promote dual credit opportunities to all students, beyond just students who are most advanced academically and regardless of socioeconomic status; and
 - f) Strengthening the articulation of International Baccalaureate coursework to degree requirements of NSHE institutions.
 - **1.2 Workforce and Career Preparation.** The Parties commit to exploring options for expanding programs and developing initiatives to prepare students for career pathways, including but not limited to the following:
 - a) Strategizing on options to expand participation in the CTE program within the Clark County School District through which high school students can earn articulated credit at NSHE institutions and receive preparation leading to postsecondary and industry credentials in career pathways that include agriculture, business administration, health services, public safety, hospitality, and information technology; and

- b) Developing career counseling; training in "soft skills" such as teamwork and leadership; and piloting assessments for career pathways starting in middle schools, utilizing the assistance of UNR's Cooperative Extension.
- **1.3 Remedial Education.** The Parties commit to identifying strategies to reduce the number of CCSD students needing remedial education in English and mathematics at NSHE institutions, including but not limited to the establishment of a pilot initiative under which:
 - a) CCSD will identify a limited number of high schools to participate in the pilot initiative based on students' ACT scores (and any other available placement data) in mathematics in English in their junior year;
 - b) Students in need of remediation at the identified high schools based on ACT scores (and any other available placement data) will be placed into a transitional mathematics or English course in their senior year designed to address the need for remediation prior to high school graduation, ensure placement in a college-level course upon enrollment at an NSHE institution;
 - c) NSHE will assist CCSD in reviewing its high school curriculum in mathematics and English to ensure that course content and rigor are appropriate to ensure that completion of such courses in high school will appropriately prepare students for college-level coursework; and
 - d) The Parties commit to seeking private or grant funding, as needed, to support the pilot initiative and its success.
- **Non-binding MOU**. The Parties acknowledge that this MOU is not a binding and enforceable contract and shall not give rise to any obligations on the part of any Party. In no event shall either Party or any of their individual officers, employees or agents in any way be liable or responsible for any obligations contained in this MOU, whether express or implied; nor for any statement, representation or warranty made in connection with this MOU.
- **Term and Termination**. This MOU shall be effective for two (2) years, except as may be extended by mutual agreement. Either Party shall have the right to terminate this MOU for any reason by providing the other Party ten (10) days' written notice.
- 4. Notices.

To NSHE: Dr. Thom Reilly

NSHE Chancellor

4300 S. Maryland Parkway Las Vegas, NV 89119

To CCSD: Dr. Jesus Jara

CCSD Superintendent

5100 West Sahara Avenue Las Vegas, NV 8914609

- **5.** Student Educational Records. The Parties recognize that certain student educational records may be protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). To the extent that it obtains records that are subject to FERPA, NSHE and CCSD each agree to comply with FERPA.
- **Governing Law**. The laws of the State of Nevada without reference to conflicts of laws principals shall govern the validity, construction, interpretation, and effect of this MOU.
- **Discretionary Approvals**. CCSD acknowledges that the discretionary approval of the Board of Regents may be required for items set forth herein and that said approvals may include additional terms and conditions not currently contemplated or later determined necessary pursuant to existing financial, legal and contractual obligations of NSHE.
- **8. No Third-Party Beneficiary**. This MOU 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 unless otherwise expressly provided.

[Signatures to follow on next page]

9.	<u>Counterparts</u> ; <u>Signatures</u> . This MOU may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument counterparts may be executed in either original, faxed or PDF form, and the parties hereby adopt as original any signatures received via facsimile or PDF.		
The Part	ies hereby acknowledge	the terms of this MOU as stated above.	
Dr. Thon	n Reilly, Chancellor		
By: Kevin J. I Board of	System of Higher Educat Page, Chairman f Regents System of Higher Educat	Date:	
Dr. Jesus	s Jara rendent, CCSD	Date:	
. –	ustee Chair	Date:	
Marta M	leana, Acting President ty of Nevada, Las Vegas	Date:	
Federico	o Zaragoza, President of Southern Nevada	Date:	
Bart Patt	terson, President State College	Date:	