

MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION AND THE CLARK
COUNTY SCHOOL DISTRICT TO PROMOTE A STRATEGIC PARTNERSHIP FOR COLLEGE AND
CAREER READINESS

This Memorandum of Understanding (“**MOU**”) is acknowledged by the Board of Regents of the Nevada System of Higher Education (NSHE) and the Clark County School District (CCSD). For purposes of this MOU, the Board of Regents of the Nevada System of Higher Education and the Clark County School District may be referred to individually as a “Party” and together may be referred to as the “Parties.” This MOU shall become effective when approved by the Board of Regents of the Nevada System of Higher Education and the Clark County School District.

RECITALS

WHEREAS, college and career readiness strategies include dual credit programs that offer high school students the opportunity to earn college credit and requirements towards high school graduation, and students who participate in dual credit 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 Clark County School District Policy 6174, the State Board of Education approved over 900 dual credit courses for students in the Clark County School District; and

WHEREAS, the 2017 Nevada Legislature further demonstrated its support for dual credit with the passage of Senate Bill 19 (Chapter 100, *Statutes of Nevada 2017*) to require each school district to enter into cooperative dual credit agreements with the Nevada System of Higher Education 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 Nevada System of Higher Education and the Clark County School District 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 percent of Clark County School District’s high school class of 2016 placed into remedial coursework at Nevada System of Higher Education 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 objectives and specification of the Strategic Partnership to promote college and career readiness through dual credit, targeted workforce preparation, and reduction in the need for remediation at Nevada System of Higher Education institutions and state various other requirements of the Parties and the Strategic Partnership (collectively the “Terms of Understanding”).

TERMS OF UNDERSTANDING

1. **Objectives and Specifications**. The Parties acknowledge the following objectives and specifications of the strategic partnership.

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- 1.1 Dual Credit.** The Parties commit to working collaboratively to expand and improve the delivery of dual credit courses and programs in the Clark County School District, 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; and
 - b) 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; and
 - c) Ensuring the awarding of credit for successful completion of an Advanced Placement course at all Nevada System of Higher Education 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; and
 - d) Exploring dual credit “academies” whereby high school students may participate in programs directly aligned with workforce needs, including but not limited to, (1) Heating, Ventilation and Air Conditioning, (2) Manufacturing, (3) Information Technology/Cyber, (3) Hospitality and Tourism, and (4) Healthcare and other high skill high demand areas; and
 - 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) Exploring articulation of International Baccalaureate coursework to degree requirements of the Nevada System of Higher Education requirements.
- 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 options to expand participation in the Career Technology Education program within the Clark County School District through which high school students can earn articulated credit at Nevada System of Higher Education institutions and receive preparation leading to postsecondary and industry credentials in career pathways that include agriculture, business administration, health services, public safety, hospitality, information technology; and other needed pathways; and
 - b) Developing career counseling; training in “soft skills” such as teamwork and leadership; and piloting assessments for career pathways starting in middle schools program, utilizing the assistance of University of Nevada, Reno Cooperative Extension and other partners.

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- 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 Nevada System of Higher Education institutions, including but not limited, to the establishment of a pilot initiative under which:
- a) Clark County School District and NSHE will identify a limited number of high schools to participate in the pilot initiative based on students' American College Testing (ACT) scores (and any other available placement data) in mathematics and English in their junior year and historical remediation rates;
 - b) Students in need of remediation at the identified high schools based on American College Testing scores (and any other available placement data) will be placed into a transitional mathematics or English course in their senior year of high school designed to address the need for remediation prior to high school graduation ensuring placement in a college-level course upon enrollment at an Nevada System of Higher Education institution;
 - c) Nevada System of Higher Education will assist Clark County School District in reviewing its high school curriculum in mathematics and English for course content and rigor 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 for grant funding, as needed, to support the pilot initiative and its success.
- 2. 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.
- 3. Term and Termination.** This MOU shall be effective for two (2) years from the MOU Effective Date, except as may be extended by mutual agreement. Any Party shall have the right to terminate this MOU for any reason by providing the other Party ten (10) days' written notice. Said notice shall be deemed to have been given: (i) when delivered personally, (ii) the next Business Day, if sent by a nationally-recognized overnight delivery service (unless the records of the delivery service indicate otherwise), or (iii) three Business Days after deposit in the United States mail, certified and with proper postage prepaid.
- 4. Notices.**
- To NSHE:
Dr. Thom Reilly
NSHE Chancellor
4300 South Maryland Parkway Las Vegas, Nevada 89119

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

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.
6. **Governing Law.** The laws of the State of Nevada without reference to conflicts of laws principles shall govern the validity, construction, interpretation, and effect of this MOU.
7. **Discretionary Approvals.** Clark County School District 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 Nevada System of Higher Education.
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.
9. **Counterparts; Signatures.** 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 Parties hereby acknowledge the terms of this MOU as stated above.

CLARK COUNTY SCHOOL DISTRICT

APPROVED:

President
Clark County Board of School Trustees

Date

Dr. Jesus F. Jara
Superintendent of Schools
Clark County School District

Date

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APPROVED AS TO LEGAL FORM:

Eleissa Lavelle
General Counsel
Clark County School District

Date

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION

RECOMMENDED:

Kevin J. Page, Chairman
Board of Regents
Nevada System of Higher Education

Date

Dr. Thom Reilly
Chancellor
Nevada System of Higher Education

Date

APPROVED AS TO LEGAL FORM:

Joseph Reynolds
Chief General Counsel
Nevada System of Higher Education

Date