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 stiTc -0.AMC (c)14uTc 0 Tw.C

- **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) Ensuringsthe 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 Plac; a3.7 (o)10 (guar)7 (r)-3TJs( (t)uar)7 (J0 Tc 0c)-1

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

- 5. <u>Student Educational Records</u>. 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. <u>Discretionary Approvals</u>. 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.** <u>No Third-Party Beneficiary.</u> 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 herby 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	 Date
Clark County Board of School Trustees	
Dr. Josep F. Joro	Doto
Dr. Jesus F. Jara	Date
Superintendent of Schools	
Clark County School District	

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	Date			
Nevada System of Higher Education				
Dr. Thom Reilly Chancellor	Date			
Nevada System of Higher Education				

APPROVED AS TO LEGAL FORMtnW . 9 ON