

## DUAL ENROLLMENT PROGRAM

### MEMORANDUM OF UNDERSTANDING BETWEEN THRIVEPOINT ACADEMY OF NEVADA AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA

This Memorandum of Understanding (“**Agreement**” and “**MOU**”) is entered into between the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada (“**CSN**”), and ThrivePoint Academy of Nevada (“**HTPA**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

#### RECITALS

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

**WHEREAS**, HTPA desires that CSN provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

**WHEREAS**, HTPA is a Nevada high school offering unique secondary educational opportunities to its students; and

**WHEREAS**, the Parties are willing to facilitate for selected HTPA students a limited opportunity for enrollment in higher education courses at CSN; and

**WHEREAS**, the Nevada System of Higher Education (NSHE) *Handbook*, Title 4, Chapter 16, Section 2 provides for, in relevant part:

#### Dual and Early Enrollment for High School Students

1. High school students may enroll in an NSHE college or university, subject to the approval of appropriate institution officials.
2. The term “high school student(s)” includes students enrolled in a Nevada public or private high school, students enrolled in grades 9, 10, 11, and 12 in a charter school in Nevada, and students formally enrolled in a Nevada school district sponsored program designed to meet the requirements of an adult standard diploma.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

#### I. PURPOSE AND SCOPE OF DUAL ENROLLMENT PROGRAM

A. The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Credit Courses, as the term is defined below, to eligible and qualified HTPA students.

B. The Parties acknowledge and endorse the need for collaboration in carrying out the conditions and intent of this Agreement and agree to use their reasonable efforts to provide the appropriate actions hereunder, and to make available to appropriate representatives in order

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to maximize the benefits hereunder consistent with their respective priorities, budgets, and other obligations.

### II. DESCRIPTION OF DUAL ENROLLMENT PROGRAM

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

B. The Dual Enrollment Program offers courses to the students, defined as **Dual Credit Courses** for the purposes of this Agreement. A Dual Credit Course is a college course that has been approved by the Nevada Department of Education to satisfy specific high school graduation requirements.

C. **Modes of Dual Enrollment Instruction.** Dual Credit Course instruction can be delivered or taught by: 1) College faculty on their respective campuses; 2) college faculty at the students' high school campuses; 3) college faculty using online/remote modalities; and 4) high school teachers at their high school campuses but supervised by college faculty ("Concurrent Enrollment"). **For purposes of this Agreement, the mode of instruction shall be the mode of instruction taught by CSN's faculty at a CSN campus on their respective campuses or online.**

### III. STUDENT ELIGIBILITY, QUALIFICATIONS, AND EXPECTATIONS

A. Admission into CSN's dual enrollment study is dependent upon a review of a completed application packet. Submitting an application does not guarantee a prospective student enrollment into the program.

B. The selection of HTPA's students that will be able to enroll in CSN dual enrollment study courses pursuant to the terms of this MOU is exclusively reserved to HTPA and must be approved by CSN. Both parties will coordinate to verify that selected students qualify for admission and enrollment pursuant to the terms of this MOU and applicable NSHE standards. Each first-time HTPA student must complete the CSN online admission form. The completeness and accuracy of the admissions form is the responsibility of the student.

C. Each HTPA student will be assigned a unique NSHE student identification number associated with their CSN educational record.

D. Each HTPA student must participate in CSN's mandatory student orientation and orientation must be completed before scheduling an appointment with a CSN academic advisor or registering for classes.

E. Each HTPA student must complete the CSN's current mathematics and English placement assessments prior to enrolling in their first mathematics or English course.

F. Academic Advising shall be the joint responsibility of CSN and HTPA. Both Parties shall ensure that students enrolled in the Dual Credit Courses are provided support services as may be needed but at minimum each semester prior to enrolling.

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G. HTPA students who graduate with a certificate of achievement, and/or an associate degree may participate in the formal annual graduation ceremonies of CSN.

H. HTPA students who enroll in CSN courses, regardless of location or delivery format, are subject to, and must comply with, all CSN policies (course enrollment, student conduct, etc.).

I. HTPA students are expected to maintain satisfactory academic progress per CSN's policies associated with student probation and suspension. HTPA students who do not maintain satisfactory academic progress may be placed on probation and/or may be suspended from CSN.

J. HTPA students will be required to attend all enrolled courses on the dates, days, and times offered per CSN's official academic calendar. No classes will be scheduled for HTPA students outside of the official CSN academic calendar.

K. CSN will only offer academic courses and other coursework at established CSN campuses and CSN learning sites. HTPA students are responsible for their own transportation to and from any CSN campus or the Learning Center. CSN will have no role in the transportation of HTPA students

### **IV. PROGRAM MANAGEMENT**

A. CSN through its Academic Affairs Office will oversee the administration, instruction, and educational requirements for courses and programs offered by CSN and will work in collaboration with the principal of HTPA to ensure a quality experience.

B. HTPA students enrolled pursuant to the terms of this MOU will be limited to a maximum of eighteen (18) credit hours each fall and spring semester at CSN. HTPA students may take up to nine (9) credits during the summer term at CSN.

C. Dual Enrollment Courses offered by CSN are part of the NSHE common course numbering system and transfer among all NSHE institutions.

### **V. FEES AND SUPPLIES**

A. HTPA is responsible for paying all fees applicable to HTPA students enrolled at CSN. CSN will charge via CSN invoice within thirty (30) days of the start of the courses and HTPA will remit payment of fees within thirty (30) days receipt of CSN's invoice, for each student enrolled in CSN courses. HTPA may pursue grants and other funding opportunities to help support their students in the dual enrollment program. Notwithstanding any other provision herein, CSN will not allow any further HTPA student enrollment pursuant to this Agreement if there is an outstanding CSN invoice that has not been paid.

B. The Board of Regents of NSHE govern all CSN fees and may change during the time this MOU is in effect. Any changes in fees noticed by CSN, shall be remitted on a prospective basis by HTPA for newly enrolled students. NSHE approved fees include: registration fee, technology fee, and student union fees are charged per credit hour. Special course fees (if applicable) are charged per course.

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C. As specified in the NSHE Board of Regents policy regarding distance education classes, students who register for online courses may be charged an e-Learning (Online Course) fee per course.

D. HTPA must verify all fees with CSN Director of Student Accounts and Cashiering Services by December 31st of a current school year to go into effect for the following school year. Notwithstanding any other provision herein, CSN will not allow any further HTPA student enrollment pursuant to this MOU if there is an outstanding CSN invoice that has not been paid. Refunds will be handled based upon the Board of Regents approved policy found in Chapter 7 of the Nevada System of Higher Education Procedures and Guidelines Manual. The following is a link to the manual: [www.nshe.nevada.edu/regents/policies/](http://www.nshe.nevada.edu/regents/policies/).

E. Except for instances of fixed fees, all fees initiated by NSHE for dual enrollment are based on two varying categories of students. 1. Regular Students and 2. Students eligible for free and reduced lunch. Students who are eligible, and received free and reduced lunch, may qualify for a substantial per credit hour cost savings. All “other fees” remain constant, regardless of student status with no rate discount. In order for HTPA students to capitalize on these savings a list of qualifying students, including NSHE student number, must be submitted to CSN’s Director of Early College by HTPA, no later than 30 days prior to the start of the semester.

F. **Books and Supplemental Materials.** CSN is not responsible for purchasing or providing any required textbooks or supplemental material to HTPA or HTPA’s students. Required Dual Enrollment textbooks will be selected by CSN in accordance with the CSN approved textbook list. HTPA or its students will be responsible for the purchase of all such required textbooks and supplemental materials.

### VI. FERPA COMPLIANCE

The Parties agree to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), upon the terms and conditions set forth in Exhibit A to this Agreement. Exhibit A shall be attached hereto and incorporated by reference herein.

### VII. DATA SHARING

The parties agree that they may have direct access to dual enrollment program students and prospective student’s identifiable information, to include, but not limited to, courses taken, GPA, class ranking, standardize placement assessment, is protected as “education records” under both state and federal laws for the purposes and intentions of direct contact. Release, sharing or any other disclosure of student identifiable information is prohibited.

### VIII. RECORDS, TRANSCRIPT & TRANSFERBILITY OF COLLEGE CREDIT

Upon completion of the Dual Enrollment Course, credit and grade shall be placed on the student’s high school and college transcripts in their respective standard formats and shall not be identified as Dual Enrollment on CSN’s transcripts. Approved Dual Enrollment Courses are part of the NSHE common course numbering system and transfer among all NSHE institutions.

## IX. STUDENTS WITH DISABILITIES

HTPA will determine the appropriate accommodations for each qualified student with disabilities in accordance with the American's Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 or the Individuals with Disabilities Education Act (IDEA), as applicable, and submit appropriate documentation on students with disabilities to the CSN's Disabilities Resource Center, and implement accommodations or special education services as required by Federal and State law and as negotiated between the CSN Disability Resource Center and HTPA.

HTPA shall work with CSN in determining the appropriate accommodations or special education services as the Parties recognize that under the ADA, accommodations must only be reasonable and must not fundamentally alter the nature of the curriculum of the course. This means CSN cannot approve any accommodation that fundamentally alters the learning objectives of the course.

CSN shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services for CSN courses. HTPA shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations or services for HTPA courses.

## X. TERM AND TERMINATION

A. This Agreement is effective as of the last date any authorized signatory affixes their signature below (Effective Date).

B. The Agreement shall be effective for five years.

C. Either party may terminate this Agreement for any reason following written notice of the intent to terminate, to the other Party, delivered not less than 30 days prior to the intended date of termination. Notwithstanding any termination under this Agreement, once a student has begun a Dual Enrollment Course and so long as the student remains in good standing in CSN and HTPA, the student shall be allowed to finish the Dual Enrollment Course.

D. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this Agreement by either Party, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to either Party of any kind whatsoever.

## XI. MISCELLANEOUS

A. **Compliance with Non-Discrimination Laws.** Both Parties agree to fully comply with all applicable state and federal non-discrimination laws. The Parties agree to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.

B. **Background Checks.** HTPA acknowledges CSN's current practice to perform standard background checks (i.e., no fingerprinting) for all newly hired faculty.

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C. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between CSN and HTPA on this topic of Dual Enrollment Courses between CSN and HTPA, and supersedes all previous statements or agreements, whether oral or written.

D. **Modifications of the Agreement.** This Agreement may not be amended, supplemented, or modified except by mutual written agreement by the Parties.

E. **Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

F. **Non-Compliance Clause.** The Parties agree to adhere to the standards set forth in this Agreement. Any Parties' non-compliance with this Agreement may result in the other Party taking reasonable measures by the respective department to rectify and correct the non-compliance.

G. **Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of disease or other infections, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

H. **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Nevada, with venue in the City of Las Vegas, County of Clark.

I. **Assignment.** A Party may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

J. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.

K. **Severability and Waiver.** The partial or complete invalidity of any one or more of the provisions of this MOU will not affect the validity or continuing force and effect of any other provision. The failure of a Party hereto to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this MOU or to exercise any right herein, will not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

L. **No Joint Venture.** In no event shall this Agreement be construed as establishing a



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Approve as to Legal Form:

\_\_\_\_\_  
Debra L. Pieruschka  
General Counsel

\_\_\_\_\_  
Date

**EXHIBIT A**

1. The Parties agree to protect student education records and other personally identifiable and/or confidential information in accordance with the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 C.F.R. Part § 99; NRS 392.029; NRS 388.272. The Parties agree that they shall require all employees and third-party contractors/vendors to comply with the same FERPA protections as set forth in this Agreement.

a. Personally identifiable information has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.

b. Education record has the same meaning as defined under FERPA at 34 C.F.R. § 99.3.

c. School official has the same meaning as defined under FERPA and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.

d. Deidentified data, as used in this Agreement, means data from which all personally identifiable information has been removed or obscured so that a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual student or parent with reasonable certainty. 34 CFR § 99.31(b)(1); 34 C.F.R. § 99.3.

2. The Parties will only share student education records with each other that are necessary to enrollment and participation in the Dual Credit Courses as set forth in the Agreement. HTPA and CSN may disclose education records of students to each other as “officials of another school system” where the student is enrolled. 20 U.S.C. § 1232g; 34 C.F.R. Part § 99.

3. The Parties will not collect, use, or disclose student personally identifiable information related to enrollment and participation in Dual Credit Courses except as permitted by this Agreement or as required by law.

4. The Parties will conduct the services described in the Agreement in a manner that does not permit personal identification of parents and students by anyone other than representatives of the Parties with legitimate educational interests. 20 U.S.C. § 1232g; 34 C.F.R. § 99.31.

5. The Parties warrant and agree that they will each limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the duties and/or services under the Agreement.

6. The Parties shall not use any of the personally identifiable information from education records of students that is provided under this Agreement in violation of any applicable federal



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or state law, rule, regulation, or policy.

7. Each Party is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. § 1232g; 34 C.F.R. § 99.31; 34 C.F.R. § 99.33; NRS 388.272.

8. The Parties will not (i) use student personally identifiable information for advertising purposes; (ii) use student personally identifiable information to amass a profile about a student except in furtherance of the services provided under this Agreement; or (iii) sell student personally identifiable information.

9. The Parties have a right to conduct audits or other monitoring activities of the other Party's procedures and systems, subject to the agreement for frequency and schedule, not to be unreasonably withheld.

10. The Parties acknowledge that they provide training for their employees about FERPA and how to protect education records, and shall instruct applicable employees/agents to avoid accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Agreement. The Parties also acknowledge that they have appropriate disciplinary policies for employees that violate FERPA.

11. Each Party agrees that it will only share the information obtained pursuant to this Agreement with the individuals affiliated with the Party as officers, directors, employees, contractors/vendors, subcontractors, and agents under the direct control of the Party who actually have a legitimate educational interest in the information.

12. Each Party is independently required to comply with the requirements of FERPA. Each Party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating to, arising out of, or resulting from, or in any manner attributable to, the actions of the other Party.

13. The Parties agree that all copies of data of any type, including any modifications or additions, are subject to the provisions of the Agreement in the same manner as the original information.

14. Each Party represents and warrants that it has a sound data security plan and data stewardship program. Specifically, the Parties will implement and maintain reasonable administrative, physical, and technical safeguards for the purpose of preventing any collection, use or disclosure of, or access to the data shared under this Agreement, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard the student data. Such information security program includes: (a) physical security of all premises in which the data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by the Parties to perform any part of the services hereunder.

15. Upon the discovery by either Party of a breach of security, defined as unauthorized access, that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Party who discovered the breach shall provide Notice to the other Party as soon as possible, but not more than 48 hours after such discovery. The Notice shall be delivered to HTPA by electronic mail and to CSN by telephone at (702) 651-2880 and by email at James.Ferrenburg@csn.edu, and shall include the following

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information, to the extent known at the time of notification:

- a. Date and time of the breach;
- b. Names of student(s) whose student data was released, disclosed, or acquired;
- c. The nature and extent of the breach;
- d. The Party's proposed plan to investigate and remediate the breach.

16. Upon discovery of a breach, the Party shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than 30 days after discovery of the breach, provide the other Party with a more detailed notice of the breach, including but not limited to the date and time of the breach; names(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

17. The Parties agree that all rights belonging to each Party, including all intellectual property rights, shall remain the exclusive property of each Party.

18. If either Party is required by subpoena or other court order to disclose any data, the Party will provide immediate notice of the request to the other Party and will use reasonable efforts to resist disclosure until an appropriate protective order can be sought or a waiver of compliance with the relevant provisions of the Agreement granted.

19. The obligations under the provisions in support of data breach, indemnification, and insurance, FERPA requirements, and data security shall survive six years after termination of the Agreement.