# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the **Board** of Regents of the Nevada System of Higher Education (NSHE) on behalf of the College of Southern Nevada, Great Basin College, Truckee Meadows Community College and Western Nevada College ("NSHE" or "NSHE Institution") and the

# **Nevada Department of Education**

hereafter jointly referred to as the Parties.

# I. Term and Purpose

THIS MEMORANDUM OF UNDERSTANDING is entered into on **August 1, 2024**, by, and between the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada, Great Basin College, Truckee Meadows Community College and Western Nevada College hereinafter referred to as "the College" and the Nevada Department of Education hereinafter referred to as "the Department" on behalf of school districts and charter schools in Nevada, hereinafter referred to as "Secondary Education Units" or "the Unit". This Memorandum of Understanding (MOU) authorizes the implementation of policies and procedures to support the provisions of the statewide policy. The Department and College are jointly responsible for carrying out a successful program for credits awarded through program articulation.

# **Definition Articulated Credit**

Articulated credit is provided when an individual college retroactively assigns credit for high school course work when the course work has been articulated and aligned with a course(s) from the college. Articulated credit is usually a sequence of two to three classes taken over a two to three-year period while the student is in high school with a final exam at the end of the last course taken. The student has to pass the exam in order for the college to award college credit.

#### Purpose

It is the mutual desire of all parties to grant Career and Technical Education (CTE) college credit to secondary students who complete state-approved programs in career and technical education and earn the State Certificate of Skill Attainment As prescribed in the statewide Career and Technical Education Articulated Credit Policy Statement, articulated credit will enable students to earn postsecondary credit while in high school through the establishment of articulation agreements for secondary career and technical education programs that align to postsecondary programs. Parties support preparing high school students through a sequence of career and technical courses leading to a postsecondary credential, nationally recognized or industry credential, further education, training, military service or employment.

## Term

The term of this MOU shall be five years. Both parties may terminate this MOU without cause upon thirty (30) days written notice to the other party and any CTE student will be able to complete the course(s) they are enrolled in pursuant to this MOU at the time of the written notice.

#### Agreements

## A. The College agrees to:

- Review state approved secondary CTE standards to determine possible alignment of postsecondary CTE courses and determine the number of credits eligible for articulation.
- Establish articulation agreements, as approved by the College, based on secondarypostsecondary course sequences that lead to an associate degree, certificate of achievement, or industry credential, as appropriate.
- 3. Provide for the earning of college credit through the articulation process to eligible high school students as prescribed in the Career and Technical Education Articulated Credit Policy Statement. To earn the articulated credit, students must (1) pass the core course sequence for the CTE program with a grade-point average of 3.0 or higher; (2) pass the state end-of-program technical assessment; (3) pass the Workplace Readiness Skills assessment; (4) apply to the College; and (5) enroll in a credit bearing course at the College.

#### B. The Department agrees to:

- 1. Recognize and accept all core courses and requirements for a CTE program high school diploma.
- 2. Establish and maintain a comprehensive course catalog for all state approved CTE courses and course sequences.
- 3. Establish and maintain state CTE standards and curriculum frameworks that show what students should know and be able to do to demonstrate proficiency.
- Establish and maintain course sequences that guide students from entry-level to advanced coursework, culminating wherever possible in state end-of-program assessments.
- 5. Establish and maintain state standards for employability skills and a state assessment process to measure student proficiency.

# C. The Parties agree to:

 Annually review and update the agreement as needed. The agreement will be binding for all Secondary Education units that offer the full CTE program. The College reserves the right to terminate the agreement due to programmatic and/or curriculum changes as established in the terms of this agreement.

- Grant equal access to special populations (individuals with disabilities, individuals from economically disadvantaged families, individuals preparing for nontraditional training and employment, and individuals with other barriers).
- Mutually conduct an annual review of student learning performance related to CTE standards, state end-of-program assessments, and report performance data indicators as required by College and Department accrediting bodies.
- 4. This MOU does not prohibit the College from developing articulation agreements outside the scope of the provisions of this MOU where, through no fault of his or her own, the student cannot meet the criteria in section A.3 because a state end-ofprogram assessment is not available for a state approved CTE program.
- 5. Furthermore, the College may develop articulation agreements with local Secondary Education units that include additional credits for those students who earn stateapproved articulated credit according to the criteria in section A.3.

# II. Admission to the College pursuant to this MOU

#### **Student Admission Forms**

Each first-time CTE student will be required to fill out the College's on-line admission and program application forms. The completeness and accuracy of the admissions form is the responsibility of the student.

#### Student Identification Number (NSHE Number)

After the admissions form is submitted, each CTE student will receive an email with their Nevada System of Higher Education (NSHE) student ID number and a second email with their password. Students not receiving these emails within five (5) days after the Admissions form is submitted should contact the College Office of the Registrar or institution's designee.

#### Student Enrollment

The CTE student must enroll in a credit bearing course at the college using their NSHE ID number within two years of high school graduation date. Students seeking credit for Articulated CTE high school courses beyond two years post high school graduation may request Credit for Prior Learning (CPL) by following the policy at their respective institution.

#### Student Transcripts

The Parties will only share student education records with each other that are necessary for enrollment and obtaining articulated credit as set forth in this agreement. The Parties may disclose student education records to each other as school officials with a legitimate educational interest (20 USC 1232g; 34 C.F.R. Part 99).

# **III. Miscellaneous Provisions**

#### Governing Law.

This MOU will be governed by and interpreted according to the laws of the State of Nevada and the Board of Regents *Handbook*.

## 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.

# Entire Agreement.

This MOU is intended solely for the benefit of the Parties hereto, represents the entire, integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, written or oral.

## Waiver or Modification Ineffective Unless in Writing.

No waiver, alteration, or modification of any provision of this MOU will be binding unless in writing and signed by duly authorized representatives of the Parties to the MOU given thirty (30) days' notice.

#### Written Notices

Unless notified to the contrary, all notices required by this MOU will be sent to the Parties at the addresses set below:

The points of contact for this MOU and any required notices hereunder shall be sent to:

For NDE: Craig Statucki Director, Office of Career Readiness, Adult Learning, and Education Options 755 N Roop St, Ste 201 Carson City, NV 89701

For NSHE: Daniel Archer, Vice Chancellor for Academic and Student Affairs NHSE 4300 S. Maryland Pkwy Las Vegas, NV 89119

James McCoy, Vice President, Academic Affairs/Chief Academic Officer College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89416

Jake Hinton-Rivera, Vice President for Student and Academic Affairs  $Page\,4\,of\,6$ 

Great Basin College 1500 College Pkwy, Berg Hall 160 Elko, NV 89801

Jeffrey Alexander, Vice President of Academic Affairs Truckee Meadows Community College 7000 Dandini Blvd. Reno, NV 89512

Dana Ryan, Vice President, Academic and Student Affairs Western Nevada College 2201 W. College Pkwy Carson City, NV 89703

**IN WITNESS THEREOF,** the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives and by so doing represent and warrant that they have full authority to enter same, as the day and date first above written.

Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada, Great Basin College, Truckee Meadows Community College and Western Nevada College:

**Recommended By:** 

James R. McCoy Digitally signed by James R. McCoy Date: 2024.08.08 19:03:05 -07'00'

College of Southern Nevada

Jake Rivera

Digitally signed by Jake Rivera Date: 2024.08.09 11:39:15 -07'00'

Great Basin College

Jeffrey Alexander Digitally signed by Jeffrey Alexander Date: 2024.08.09 11:58:23 -07'00'

Truckee Meadows Community College

Dana Ryan

Digitally signed by Dana Ryan Date: 2024.08.09 13:11:51 -07'00'

Western Nevada College

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Approved by:

Chancellor, Nevada System of Higher Education

Superintendent of Public Instruction, Nevada Department of Education