

**INTERLOCAL AGREEMENT BETWEEN THE CLARK COUNTY SCHOOL DISTRICT AND
NYE COUNTY SCHOOL DISTRICT FOR A PROGRAM OF DISTANCE EDUCATION**

**AN INTERLOCAL AGREEMENT BETWEEN
THE CLARK COUNTY SCHOOL DISTRICT
AND THE NYE COUNTY SCHOOL DISTRICT**

This INTERLOCAL AGREEMENT ("Agreement") is between Clark County School District ("CCSD" or "Attendance District"), a political subdivision of the State of Nevada, and Nye County School District ("NCSD" or "Residence District"), also a political subdivision of the State of Nevada.

WITNESSETH

WHEREAS, Nevada Revised Statutes 277.180 provides that two or more public agencies (which includes political subdivisions) may enter into an interlocal agreement for the performance of any governmental services, activity, or undertaking which any of said agencies is authorized by law to perform;

WHEREAS, the respective parties under the laws of Nevada (NRS 388.820 et. seq.) are authorized to enter into a written agreement whereby students in the school district of the Residence District may enroll part-time in a program of distance education to be taught in the school district of the Attendance District providing space is available;

WHEREAS, the Attendance District hereby agrees to provide a program of distance education to students of the Residence District, providing space is available; and

WHEREAS the Attendance District hereby agrees to provide to the pupils of the Residence District comparable instruction and facilities for learning as are furnished to the pupils of the Attendance District.

NOW, THEREFORE, in consideration of the above recitals, the parties mutually agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions between the NCSD and the CCSD relating to the provision of a distance education program for students who reside within the NCSD but would like to attend distance education courses taught in the CCSD.

II. RESPONSIBILITIES OF THE PARTIES

A. The CCSD (Attendance District) shall:

1. Identify Nevada Learning Academy (NVLA) to act on behalf of the CCSD for the requirements of Section II(B) of this Agreement.
2. Furnish the Residence District with a rate schedule for students enrolled in the program of distance education (Appendix A).
3. Provide a program of distance education to pupils of the Residence District as set forth in NRS 388.820 et. seq. and NAC 388.800 et. seq..

B. The NCSD (Residence District) shall:

- 1. Identify a liaison to act on behalf of the NCSD for the requirements of this Agreement.**
- 2. Pursuant to NRS 388.862(3), the pupils shall be deemed enrolled in the NCSD public school for purposes of all applicable requirements, statutes, regulations, rules and policies of that public school in NCSD, including, without limitation: graduation requirements; accountability; attendance and truancy; and discipline.**

III. WITHDRAWAL OF STUDENTS.

The Attendance District agrees to comply with the requirements of the NRS and NAC related for monitoring the progress of pupils in the distance education program. When a pupil of the Residence District ceases to attend/participate in the distance education program of the Attendance District, a record of his/her withdrawal shall be established on the same document that contains his enrollment information, and the Residence District is to be immediately notified of the withdrawal. The record must show the day of withdrawal and reason, if known.

IV. COMPENSATION AND APPORTIONMENTS

The NCSD will provide compensation to CCSD for the distance education program per the rate identified on Appendix A. No adjustments will be made in the apportionments of the school district pursuant to NRS 387.124 to account for each pupils' enrollment in the program of distance education. The Attendance District will provide the Residence District an invoice listing the names of students enrolled in NVLA within 30 days after the beginning of the semester term. All invoices shall be payable 30 days from receipt of invoice.

V. ASSIGNMENT

Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

VI. CONFIDENTIALITY

The parties agree to abide by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g, 34 CFR Part 99, and any applicable law or regulation on confidentiality of data and information. This specifically include the duty to comply with all use and redisclosure provision of FERPA. Each party agrees that it shall not be liable for any violation of any provision of FERPA directly or indirectly relating, arising out of, or resulting from, or in any manner attributable to, the action of the other party.

VII. PROPER AUTHORITY

The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

VIII. EFFECTIVE DATE AND SERVICE PERIOD

The Effective Date will begin on August 1, 2019 and will continue through July 31, 2020, unless sooner terminated by either part as set forth in Section XVI of this Agreement. Pursuant to NRS 388.854(3),

this written agreement is not a condition precedent to the pupil's enrollment in the program of distance education.

IX. TERMINATION

Either party may terminate this Agreement prior to the date set forth in section XV; the termination shall not be effective until 30 days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

X. RENEWAL

The Agreement may be renewed in one (1) year increments if both parties agree. Renewal will serve as an extension of the length of this Agreement and shall not constitute a new Agreement. Renewal must be in writing, and signed by both parties. Attachment A will need to be updated in any renewal Agreement to reflect compensation provided by Residence District to the Attendance District.

XI. ENTIRE AGREEMENT AND MODIFICATION

This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the undersigned have duly executed this MOA as of the day and year last written below.

CLARK COUNTY SCHOOL DISTRICT

Jesus F. Jara
Superintendent of School

Date

Lola Brooks
President, Board of School Trustees

Date

Chris Garvey
Clerk, Board of Trustees

Date

Approved as to legal form:

Carrie Bourdeau
General Counsel

Date

NYE COUNTY SCHOOL DISTRICT

Superintendent of School

Date

President, Board of School Trustees

Date

Clerk, Board of Trustees

Date

Appendix A

1. For the Services and/or Products provided under this Agreement, the Attendance District shall pay the following Fees per student:

| Product | Product Description | Unit Price |
|---|---|-------------------|
| CTE Online Course | Course content and Instruction by a Highly Qualified teacher for a single student in an NVLA CTE semester course. | \$75.00 |
| AP Online Course | Course content and Instruction by a Highly Qualified teacher for a single student in an NVLA AP semester course. (AP Exam fee not included) | \$75.00 |
| Jumpstart Online Course (Dual Enrollment) | Course content and Instruction by a Highly Qualified teacher for a single student in an NVLA Jumpstart Dual Enrollment course. | \$125.00 |
| Summer School Online Course | Course content and Instruction by a Highly Qualified teacher for a single student in an NVLA summer school course | \$125.00 |
| World Language Online Course | Course content and Instruction by a Highly Qualified teacher for a single student in an NVLA world language course | \$175.00 |
| NVLA standard online course | Course content and Instruction by a Highly Qualified teacher for a single student in an NVLA standard semester course. | \$175.00 |

