



UNIVERSITY-ORGANIZATION AFFILIATION AGREEMENT

This University-Organization Agreement ("Agreement") is entered into between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University"), and the Lyon County School District ("School District"), individually a "Party" and collectively, the "Parties."

RECITALS

The University has determined that it is desirable to offer post-secondary, college level courses to students with intellectual and developmental disabilities in the Nevada Center for Excellence in Disabilities ("NCED") Path to Independence ("P2I Program"), a two-year postsecondary program offered at the University. P2I Program students typically range in age from 18-28, have an intellectual or developmental disability, and have completed their high school experience (with an adjusted diploma, an alternative diploma or a certificate of attendance). Although P2I Program students have completed their high school experience, certain students may remain enrolled with School District as a result of a student's Individualized Education Plan ("IEP").

School District desires that University provide various college level courses to P2I Program students to develop a student's academic skills in his/her area(s) of interest and develop career skills that may lead to meaningful employment.

Now therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. PURPOSE, SCOPE OF, AND ELIGIBILITY FOR P2I PROGRAM

A. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights with respect to students in the University P2I Program.

B. ELIGIBILITY

1. Students and parents and/or legal guardian shall submit to University a signed P2I Program Application Form and required supporting documentation (current IEP, psychological evaluation/eligibility documents, skills behavior rating scale, three non-family references, high school transcripts, current immunization records, a photo, admissions essay or equivalent media addressing the essay prompt, relevant legal documentation indicating guardianship, power of attorney or conservatorship, and any other required application materials) and agree to participate in designated activities as part of the application process (Family Information Session, Activity Day, Interview process).

2. The University will collaborate with the student, the student's IEP team, and the School District to evaluate whether acceptance to the P2I Program is in the student's best interest considering the student's skills and abilities. Acceptance into the P2I Program cannot be mandated by School District and is entirely in the discretion of the University.

3. Students must demonstrate the following academic skills and abilities in order to remain enrolled in the P2I Program:

- Regularly attend University and/or P2I Program classes
- Regularly engage in required job shadowing rotations
- Follow the University Student Code of Conduct
- Regularly participate in weekly meetings with P2I Program staff
- Regularly complete coursework and assignments (for credit or audit) and meet satisfactory academic progress

4. Student placement in the P2I Program is made on an annual basis and in the University's sole discretion.

C. COURSES AND CREDIT

1. The University and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria shall not be diminished for the purpose of the P2I Program. P2I Program Students may assess and determine whether classes should be taken for credit or audit and audit decisions shall be made by the University posted deadline per semester to make this election

2. The University will determine the courses to be offered at any time during the term of this Agreement.

3. When a student satisfactorily completes the course with a grade of (D-) or higher, the University shall award between one (1) and five (5) college credits.

4. Students participating in the P2I Program may enroll in a minimum of 3 to a maximum of 8 credits in both the Fall and Spring semesters. Student's academic classes will be determined based on the student's interests, his/her Students Transitioning to Adult Roles ("STAR") plan, and P2I Program requirements.

II. PROGRAM MANAGEMENT

A. REMOVAL OR WITHDRAWAL OF STUDENT

1. P2I Program students may withdraw from P2I Program courses at any time. However, if a student withdraws on or after the first day of the University semester, the tuition fee paid to the University is non-refundable.

2. The removal of a student shall be handled cooperatively between the appropriate University and School District personnel. The University shall have the right to remove any School District student from the P2I Program course in accordance with the University student conduct policy or academic dishonesty policy. Removing a student from the P2I Program by the University requires a written explanation to be provided to the student, his/her parents and/or legal guardians, and the School District.

B. ACADEMIC ADVISING AND ANCILLARY SERVICES

Academic advising shall be the joint responsibility of the University and the School District. Both Parties shall ensure that students enrolled in the P2I Program are provided support services as may be needed, including but not limited to counseling and guidance and placement assistance.

C. RECORDS AND TRANSCRIPTS

Upon completion of the courses taken, a student's credit and grade shall be placed on the student's University transcript.

III. MUTUAL RESPONSIBILITIES AND PARTIES' OBLIGATIONS

A. MUTUAL RESPONSIBILITIES

1. FERPA Compliance

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than the University or School District. The parties agree to comply with FERPA, and all requirements imposed by or pursuant to regulation of the Department of Education and the University to the end that the rights and privacy of the students enrolled in the University are not violated or invaded. No access to individual student data shall be granted by the parties to any other person, agency or organization without the written consent of the student, except for sharing with other persons within the University or School District, so long as those persons have a legitimate interest in the information.

2. Insurance

The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41. The parties shall maintain workers compensation insurance as required by Nevada law.

3. Indemnification

Neither party waives any right or defense to indemnification that may exist in law or equity. The parties shall not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

4. Data Sharing

The University shall have direct access to P2I Program student's (and prospective student's) identifiable information, including courses taken, grades, class ranking, standardized placement assessment, and other personal information. This information is protected as an "education records" under both state and federal laws, including but not limited to FERPA. As a result, the parties are prohibited to release, share or otherwise

disclose such information except where such disclosure is allowed by applicable law or regulation.

5. Compliance with Non-Discrimination Laws. Both parties agree to fully comply with all applicable state and federal non-discrimination laws. The University agrees 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. SCHOOL DISTRICT OBLIGATIONS

1. Payment of Tuition, Books, & University Fees

School District shall be responsible for payment to the University for tuition, books, and course fees (if applicable). University tuition depends on the number of classes for which a P2I Student is registered and will vary each semester. Tuition payment by the School District is contingent upon the School District receiving state funding and/or grants/partnerships provided by the Nevada Department of Education. NCED agrees to coordinate and collaborate with the School District and the Nevada Department of Education to fund School District students' attendance in the P2I Program. Payment from the School District is due upon receipt and acceptance of supporting documentation for the invoices.

Enrollment at the University will not take place without School District approval, provided in the form of a transition IEP held with the student's high school case manager and appropriate IEP team members. Registration for classes will occur once the transition IEP has been held. Student books will be purchased or rented by P2I Program staff on behalf of the P2I Program student, and the University shall invoice the School District for any purchased books or required course fees.

For the 2025-2026 and 2026-2027 school years, the School District will pay NCED up to \$3,000 for tuition, books, and university fees per semester per student—a total cost of up to \$12,000 per year. In the event of scholarships or grants awarded to the student, those funds shall be provided to the university and, upon receipt by the university, shall reduce the School District's total costs for tuition, books, and course fees.

If School District fails to pay the tuition and/or books or University fees, University will not award any University credit to the student despite the student's otherwise successful completion of the course. If a student withdraws from the enrollment in the P2I Program more than the day before classes begin, University shall not charge tuition or fees to the School District. No adjustments or refunds of University fees shall be made on or after the first day of the University semester.

2. Enrollment & Records

School District shall ensure that the parent/guardian of the student seeking enrollment in the P2I Program is/are aware that the student is subject to both School District policies and procedures, and the University and Nevada System of Higher Education policies and procedures.

3. Student Support

School District will provide the following support to the student enrolled in the P2I Program:

- a. A licensed case manager or special education teacher for IEP management and facilitation and/or any other required team members from the School District
- b. Collaboration from School District staff in the development of the student's IEP
- c. Management of all documentation required by School District (e.g., progress reports, notices, creating the IEP in the appropriate IEP software as determined by the school district)
- d. A minimum of 14-day notice to the P2I Program staff of School District deadlines for required documents to be submitted (e.g., progress reports) and/or for required student evaluations(e.g., annual IEP meetings)
- e. Participation from School District staff in student-centered planning meetings hosted by University

C. UNIVERSITY OBLIGATIONS

1. Course and Enrollment Requirements

- a. The University shall determine the P2I Program courses to be offered at any time during the term of this Agreement.
- b. The University shall offer access and enrollment to University courses to P2I Program students. If University prerequisites are required for enrollment in a course, P2I Program students must meet such prerequisites. P2I Program students will be enrolled as non-degree seeking students.
- c. The University shall ensure that all University courses offered to students are:
 - 1) Of a quality and depth to qualify for college credit as determined by University;
 - 2) Evaluated and approved through the University curriculum approval process;
 - 3) Transferable to a college or university under the Nevada System of Higher Education; and
 - 4) Compliant with all standards for University courses.
- d. The University shall be solely responsible for the planning and execution of the education component of the P2I Program, including curriculum administration and customary University functions, such as admitting and advising students and granting credits.
- e. The University shall provide access to non-credit P2I Program courses on various life skills (for example, on financial literacy, nutrition and cooking, self-determination and advocacy, and relationships and sexuality). Such courses are offered for a minimum of 60 minutes per week.
- f. The University shall provide optional P2I Program scheduled social activities at various times throughout the week, which activities will be offered at no cost to students.

2. University Support Services

a. The University shall provide P2I Program students access to the University's Disability Resource Center. Eligibility for accommodations will be determined by the University's Disability Resource Center based on documentation provided by the student.

b. The University shall provide P2I Program students with access to University support services including academic success, counseling services, fitness center, and the health center as provided to other University non-degree seeking students.

c. The University P2I Program staff will provide individualized tutoring support arranged by the P2I Program staff in small group or 1:1 session for up to a maximum of 6 hours per day, aligned with the accommodations as documented in the Individualized Education Plan (IEP) for each student.

d. The University P2I Program staff will assist students by helping them choose courses aligned with their interests, by helping them with registration/enrollment requirements, by guiding their use of University software and digital services, and by referring them to additional University services.

e. The University P2I Program staff will guide students seeking employment by providing them with access to employment, job shadowing, and internship opportunities, by preparing mock job interviews, and by providing resume and job search guidance. Placement by students in employment, job shadowing, or an internship is not guaranteed.

f. The University shall confirm P2I Program staff complete a background check conducted by the University Police Department.

3. Student Progress Reporting

a. The University shall provide progress monitoring and data collection for the student's IEP by preparing weekly documentation of the student's performance, student self-reporting (if applicable), and weekly student/staff meeting. This information will be provided to the School District on a quarterly basis and/or in preparation for scheduled IEP meetings. The School District shall provide 14 days' notice prior to the date the information is needed.

b. The University shall provide notice to the School District of any concerns about student performance or behavior.

IV. GENERAL PROVISIONS

A. TERM AND TERMINATION

1. The Term of this Agreement shall be for two (2) years. The Term shall be deemed to have commenced on August 1, 2024, and shall end on May 30, 2026.
2. Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Notwithstanding any termination under this Agreement, once a student has begun a P2I Program course, and so long as the student remains in good standing in the University and School

District, the student shall be allowed to finish the P2I Program course(s) for that semester.

3. 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, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to University of any kind whatsoever.

B. MISCELLANEOUS

1. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, supplemented or modified except by mutual written agreement by the parties.
2. 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.
3. 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 diseases 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.
4. 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 Reno and County of Washoe.
5. 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.
6. 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.
7. Notice. Notices required by this Agreement shall be in writing, delivered personally, by certified or registered mail, or by overnight courier, and shall be deemed to have been given as follows: For personal delivery, delivery shall be deemed made when personally delivered. For certified or registered mail, when deposited for certified or registered mailing. For overnight courier, when deposited with overnight courier. All notices shall be addressed as follows:

If to University:

University of Nevada, Reno
Provost and Executive Vice President
1664 North Virginia Street

Reno, Nevada 89557

If to School District:

Lyon County School District

Rachel Steward, Executive Director of Special Services (LCSD)

25 E. Goldfield Ave.

Yerington, Nevada 89447

8. No Joint Venture. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
9. Use of Name or Logo. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Lyon County School District

25 E. Goldfield Ave.

Yerington, Nevada 89447

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION, ON BEHALF OF THE
UNIVERSITY OF NEVADA, RENO

Approved:

Signed: _____

Printed: _____

Title: _____

Date: _____

Approved:

Signed: _____

Printed: _____

Title: _____

Date: _____

Recommended:

Signed: _____

Printed: _____

Title: _____

Date: _____