# NEVADA SYSTEM OF HIGHER EDUCATION

University of Nevada, Reno
University of Nevada, Las Vegas
College of Southern Nevada
Great Basin College
Truckee Meadows Community College
Western Nevada College
Desert Research Institute
Nevada State College, Henderson

## *PROCEDURES & GUIDELINES MANUAL*

Adopted June, 2005
Effective June, 2005
Revised through December, 2013

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# PREFACE

I. In general, the provisions found in the *Procedures & Guidelines Manual* are under the jurisdiction of the chancellor. Additions and revisions to the *Manual* are subject to review and approval by the Chancellor's Cabinet and the chancellor, unless otherwise specified by Board policy or directive.

II. In preparing and codifying Board procedures, the chief executive officer to the Board of Regents is authorized to make the following non-substantive changes to all sections of the *Procedures & Guidelines Manual*:

a. Correcting changes to names of organizations, departments, units, committees, and position titles;

b. Correcting grammatical errors; and

c. Correcting obvious typographical errors.

The chief executive officer to the Board of Regents shall maintain a record of any non-substantive changes that are completed.
(Added 11/07)

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# CHAPTER 1

# CAMPUS DEVELOPMENT


Section 1. Campus Development ..... 2
Section 2. Property ..... 2
Section 3. New Campus and Branch Campus Instructional Sites ..... 9
Section 4. NSHE Salvage Value Policy, July 2005 ..... 10

## Section 1. Campus Development

Standardized plaques shall be placed on Nevada System of Higher Education (NSHE) buildings as follows:

a. Building plaque should be installed for the building dedication.
b. The plaque should be one piece, cast bronze, wall mounted in main entrance to building.
c. Plaque should not exceed 36" x 36" and may include the following:
   - ✓ Building name and year of completion
   - ✓ University Institution
   - ✓ Special message if appropriate
   - ✓ Names of Regents*
   - ✓ Governor*
   - ✓ Chancellor*
   - ✓ Institution President*
   - ✓ State Public Works Board
   - ✓ Name of Design Firm

(*At the time of dedication.)

(Added 6/05)

## Section 2. Property

1. <u>Vandalism</u>

   a. Damage to NSHE institutional buildings, equipment or other property resulting from vandalism shall be reported immediately to the president of the division involved. The campus police, sheriff's office or city police should also be notified and asked to investigate.

   b. After investigation, if the president determines that action should be taken to recover the cost of such damage, such president may request the institution general counsel to take action to try to recover the cost of repairs.

2. Naming of Campus Buildings

Institutions of the NSHE shall adhere to the following standardized procedures for naming buildings, rooms, or public spaces. Names for new or unnamed buildings, building additions, or for renaming existing buildings are subject to approval by the NSHE Board of Regents. Names for a room, part of a building or a public space on campus are subject to approval by the president of the institution with written notification to the chancellor.

a. The naming of a building, room, part of building, or public space shall be considered in accordance with the following principles, if it is to be named after a person or persons:
    i. Years of service to public education;
    ii. Contributions to public education (other than employment);
    iii. Quality and time of service to community or state;
    iv. Years residing in the community or state;
    v. Contributions to the development of the community or state; and
    vi. Significant or substantial donations to the cost of the building or to a System institution without personal gain.

When a building is named in recognition of a donor or non donor honoree that name will generally be effective for the useful life of the facility.

b. When a building named in recognition of a gift or an individual has reached the end of its useful life and will be replaced or substantially renovated, the replaced or renovated building may be renamed. Appropriate recognition of earlier donors and honorees shall be included in or adjacent to the new or renovated building or in an appropriate way on the same campus. When a building is proposed for renaming, the institution will make all reasonable efforts to inform in advance the original donor or honorees and their immediate family members, as appropriate.

c. A name on a building that was named in recognition of a gift may be removed with approval of the Board of Regents if the donor defaults on the gift.

d. The naming of a building, room, part of building, or public space shall not be considered under the following conditions, if it is to be named after a person or persons:
    i. The person is currently employed by the NSHE.
    ii. The person is currently serving on the Board of Regents.
    iii. The person is an elected public official.

e. No more than one building at the same NSHE institution shall be named for a single individual. Exceptions shall be allowed for buildings named for a private foundation, private donors, or at the request of private donors regardless of being otherwise disqualified under subsection (d) above.

f. In the exercise of its discretion, the Board of Regents may waive any limitations contained in subsections (d) and (e).

g. In considering potential names for new buildings, both the campus constituents and appropriate community groups shall be consulted, as appropriate.

h. For buildings 1) located on property not owned by NSHE or 2) built cooperatively in partnership with another entity, the selection of a name to be recommended by the president shall be done in consultation with the partner.

i. The president of the institution will recommend the proposed building name to the chancellor for review. The nomination will include biographical data, if applicable.

j. After review by the chancellor, the chancellor shall forward the recommendation to the Chair of the Board of Regents for consideration by the full Board.

3. Campus Master Planning

The following general procedures and divisions of responsibility shall govern all campus master planning:

a. The NSHE has the basic responsibility for campus master planning.
b. All physical development plans and proposals and contemplated land acquisitions shall be submitted to the State Public Works Board for review and comment.
c. The staff of the State Public Works Board may be requested to provide architectural and engineering assistance to the NSHE in developing physical master plans.

4. Capital Improvement Programming

The following general procedures and divisions of responsibility shall govern the capital improvement programming of all NSHE projects:

a. The NSHE shall determine the sequence of priority and scope of work of all NSHE projects.

b. The sequence of priority and scope of work shall be submitted to the State Public Works Board for review and comment. Should the State Public Works Board disagree with the projects submitted, or the priority assigned, the submission shall be returned to the NSHE with an explanation. Representatives of the two agencies shall then meet and attempt to develop a satisfactory list. Should agreement not be reached, the proposals of both agencies shall be transmitted to the Governor and Legislature by the respective agencies.

c. The State Public Works Board shall develop budget estimates of total project costs based on the project scope of the work and shall submit the budget estimates to the NSHE for review and comment prior to adoption.

5. Project Design Process for State Funded Projects

The following general procedures and divisions of responsibility shall govern the design of all projects financed in whole or part by state-appropriated funds:

a. Detailed project programs based on legislative action shall be prepared by the campus committee and submitted to the State Public Works Board for approval.

b. The campus committee shall include representatives from the college or department to be served by the building, at least one representative from the Physical Plant Department/Facilities Management and the chief financial officer serving that campus. The program shall contain the educational and departmental needs for space with proposed room sizes.

c. Detailed project budgets based on the campus program and legislative appropriations and authorizations shall be prepared by the State Public Works Board and submitted to the campus committee for review and comment prior to adoption by the State Public Works Board.

d. The State Public Works Board shall insure that qualified architects and engineers are retained to design all projects. On all campus projects, the State Public Works Board shall extend to the Board of Regents the courtesy of nominating two or more architectural or engineering firms, ranked in preferential order, and the State Public Works Board shall either select from among those nominated or request a new slate be submitted. The preparation, execution and administration of professional service agreements shall be a State Public Works Board responsibility.

e. Preliminary plans and specifications, which shall include a cost estimate, a building configuration, number of floors, shape, exterior appearance, building blueprint, elevations, relationship to other facilities on campus, relationship of departments and rooms within the structure, shall be recommended by the campus building committee to its president for approval. The president will then forward the preliminary plans to the State Public Works Board for its approval.

f. During the preparation of the working drawings, all communications from the architects, consultants or State Public Works Board shall be directed to the chief financial officer or designee from the Physical Plant Department/Facilities Management.

g. Final plans, including final cost estimates, must be presented by the architects or consultants to the campus for approval. The chief financial officer will present the final plans to campus users and recommend approval to the president. Recommendations on the arrangement of the alternates, if any, should be recommended by the chief financial officer. The president will then recommend the final plan to the Board of Regents for approval prior to forwarding the final plans to the State Public Works Board for its approval.

h. The contract documents and bid schedule shall be approved by the State Public Works Board after consultation with the campus. All contract and financial documents shall be directed through the chief financial officer of the campus.

i. The bidding procedures shall be a State Public Works Board responsibility.

j. The technical and professional staffs of the campus and the State Public Works Board shall cooperate to ensure the satisfactory design of the project.

6. Construction Projects

The following general procedures and divisions of responsibility shall govern the construction procedures on all projects funded in whole or in part by State appropriated funds:

a. The State Public Works Board shall award construction contracts with the concurrence of the campus. Construction contracts jointly financed by state appropriated funds and by non appropriated funds shall be executed by both the State Public Works Board and the campus.

b. The administration of construction contracts shall be a State Public Works Board responsibility and the Board shall comply with all commitments made by the campus in obtaining non-appropriated funds. Expenditures during the administration of the contract shall be consistent with the approved budget. All change orders shall be submitted to the campus for review and comment prior to approval. During the construction of the project, the campus will be represented by the Physical Plant Department/Facilities Management. All communications from the contractor, architects, consultants or the State Public Works Board should be directed to the chief financial officer or designee from the Physical Plant Department/Facilities Management.

c. Final inspection will be made by the State Public Works Board, architect/consultants, and the Physical Plant Department/Facilities Management to assure that the building has been built in strict conformance with the plans and specifications. The project should be signed off, not only with a deficiency list, but with the approval of consultants attesting to the fact that it does meet the plans and specifications as drawn and that it will function as designed by them. The campus will accept the building in writing subject to corrections of the deficiency list. The State Public Works Board shall, prior to final payment to the contractor, provide copies of "As built" drawings and guarantees to the campus on all completed projects. Sufficient funds should be retained to guarantee the completion of all items should there be a partial occupancy or a substantial notice of completion filed. All deficiencies discovered by the users should be channeled through the Physical Plant Department/Facilities Management to the State Public Works Board for correction by warranties, by the contractors or by the campus. At the eleventh month of the guarantee period, the Physical Plant Department/Facilities Management and the State Public Works Board will be responsible for guaranteeing that all one-year warranties have been met by the contractors.

d. Final acceptance and the Notice of Completion shall be a State Public Works Board responsibility.

e. The technical and professional staffs of the campus and the State Public Works Board shall cooperate to ensure the satisfactory completion of all construction projects.

7. Projects Financed by Non-appropriated Funds

The following procedures shall govern all physical development projects, including land acquisitions, in which no State appropriated funds are involved:

a. The NSHE has the primary responsibility for these projects.

b. Preliminary plans showing the site and architecture may be submitted to the State Public Works Board for review and comment.

c. Proposed acquisitions of land by the NSHE may be submitted to the State Public Works Board for review and comment.

d. The State Public Works Board shall provide all possible architectural and engineering services to the NSHE upon request of the NSHE.

e. Final plans of all construction work, which establish new facilities, shall be submitted to the State Public Works Board for review and comment prior to bidding.

8. Disposal of Surplus Equipment

a. Departments having surplus equipment will notify their respective Purchasing Department of intent to dispose of said equipment.

b. The department and Purchasing will jointly arrive at a "fair market value" and establish a minimum acceptable bid for the equipment.

c. Purchasing will circulate to all departments in the business center a notice of surplus equipment which shall include a description of the equipment, a statement of its conditions, the minimum acceptable bid, the location of the equipment, and a deadline for acceptance of bids.

   Included in the notice will be listed only those items, which in the opinion of the Purchasing Department and releasing department, are in good useable or economically repairable condition and in the best interest of the institution to retain for campus use.

d. Bids will be accepted and equipment will be purchased by the department submitting the highest bid. Department accounts will be charged accordingly.

e. A "Furniture and Equipment Pool" will be established by each campus whereby usable Items may be placed in the pool for future disposal.

f. Any remaining equipment not purchased following the above procedure will be disposed of by advertising for sealed bids, open auction, or by whatever manner is most advantageous to the Purchasing Department but governmental or other political subdivisions shall be given preference. Thereafter, the Purchasing Department will consider disposal by discard or donation.

9. Equipment Inventory (formerly CM 01-03)

Title 4, Chapter 10, of the *Board of Regents Handbook* provides that equipment that is sensitive in nature or subject to theft, and which is valued below the amount required to be inventoried, must be separately tracked by each NSHE institution. The policy further stipulates that the chancellor shall provide a list of equipment.

Effective March 1, 2008, the following sensitive items or items subject to theft must be separately tracked by the responsible department of each NSHE institution if the items have a value in excess of $2,000 and less than $5,000:

1. Firearms (regardless of acquisition cost)
2. Bicycles
3. Cameras: digital, film, video
4. Cell phones, two-way radios, individual communication devices
5. Computers: desktop, servers, laptop, PDAs (regardless of acquisition cost)
6. Copy, fax and multifunctional machines
7. Lawn mowers
8. Microscopes and telescopes
9. Music systems and components
10. Musical instruments
11. Printers
12. Scales and balances
13. Televisions
14. Video: projectors, recorders, monitors

Institutions that wish to inventory additional items within the aforementioned definition may do so at their discretion.

a. Equipment is anything tangible, other than real property, with a value equal to or more than an amount determined by the respective Purchasing Department.

b. Each department has custodial responsibility for all equipment within its jurisdiction. Each department is also responsible for reporting all additions, deletions, and material changes in condition of equipment within their unit, to the respective Purchasing Department.

c. The respective Purchasing Department, through its Fixed Assets Section, is responsible for maintaining and reporting records of equipment inventories. The Purchasing Department is responsible for establishing and monitoring control procedures, ensuring that purchase acquisitions of inventorial equipment are properly recorded and recording equipment disposals.

d. Deans, directors and department heads are responsible, within their area, for reconciling annual physical inventories with periodic or special Purchasing Department reports. The accuracy of such reconciliations shall be documented by signed certification.

e. Loans of equipment to not-for-profit and non-political entities may be made if it is determined to be in the best interest of the institution and the public good. All loans must be documented in writing, including which entity is responsible for maintenance, and approved by the president. Each president shall submit to the chancellor annually a list of loaned equipment.

f. Equipment that is sensitive in nature or subject to theft that is valued below the amount determined in section a. above must be separately tracked by the institution. The chancellor shall periodically provide a list of equipment items that must be separately tracked.

g. All equipment located at off-campus sites and used for institutional programs must be inventoried and maintained in the same manner as equipment on campus. If the institution does not control the site, written agreements must be in place with the organization that owns or controls the site.

(B/R 1/74, 10/85, 6/91, 10/00, 3/02; Added 6/05; A. 3/08, 6/08, 6/13)

## Section 3. New Campus and Branch Campus Instructional Sites

The following criteria approved by the Board of Regents shall be used in developing instructional sites:

1. Campus

   A campus is the primary institutional site that provides complete instructional services, including a full range of student and academic support services. A campus offers a comprehensive general education program plus specialized academic programs. Facilities shall include classrooms, laboratories, a library and other learning centers, a student counseling/advising center, registration and bursar functions, and a bookstore. A campus will enroll a sufficient number of students to offer an array of courses and programs sufficient to meet fully the institutional mission approved by the Board of Regents.

2. Branch Campus

   A branch campus is a permanent or semi-permanent partial service facility that is either owned or leased by the NSHE where limited general education and specialized programs are made available. Classrooms and partial student and/or academic support services are provided by the institution. Laboratory facilities may also be provided in some circumstances.

3. Satellite

   A satellite is a small flexible instructional facility with limited offerings. Facilities include modest classroom space, but generally no laboratories. Permanent student support services are not made available at the satellite site. Satellite sites are not owned by the NSHE but are rented or leased or provided by the local community, a government agency, or a corporate sponsor. Satellite sites are temporary, based on community need, and no permanent commitment to maintain a satellite site should be implied.

4. Public School

   A public school site may be developed in partnership with a school district where classes are offered to high school students and to other students with permission of the school district. Public school sites may be jointly owned and operated or owned by the school district.

(B/R 3/98; Added 6/05)

## Section 4. NSHE Salvage Value Policy, July 2005

Salvage or residual value is an estimate of the amount that will be realized at the end of the useful life of a depreciable asset through sale or other disposal. Frequently, depreciable assets have little or no salvage value at the end of their estimated useful life and, if immaterial, the amount(s) may be ignored.[1] Therefore, salvage value should generally not be utilized in calculating depreciation. This policy becomes effective July 1, 2005.
(Added 6/05; A. 3/06)

[1] Williams, Jan R., Carcello, Joseph V. "Millers GAAP Guide Restatement and Analysis of Current FASB Standards." Aspen, 2004. 12.04.

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 2

# APPOINTMENTS AND EVALUATIONS


Section 1. Appointments and Vacancies of System Officers.....2
Section 2. Executive Evaluations .....3
Section 3. Rehire of a PERS Retiree (formerly CM 01-04) .....13
Section 4. Procedure For Recertifying a PERS Retiree .....15

## Section 1. Appointments and Vacancies of System Officers

a. In the case of a vacancy in the Office of Chancellor, the Chair of the Board of Regents will appoint a Regent Chancellor Search Committee. The Chancellor Search Committee will oversee the details of the search and determine if a search firm will be hired. The budget for the search shall be established by the Chairman of the Board of Regents in consultation with the chief executive officer of the Board and the director of Human Resources.

b. In case of a vacancy in the Office of Chancellor, the Chair of the Board of Regents shall present a recommendation to the Board of Regents for an interim chancellor.

c. Resignations from the Office of Chancellor or president of a member institution shall be addressed to the Chairman of the Board of Regents. The Chairman of the Board of Regents shall accept such resignations in writing.

d. The chancellor shall notify the Board of Regents of a vacancy in the Office of the President of a member institution in cases where the vacancy is caused by other than a resignation. The Chairman of the Board of Regents shall notify the other members of the Board of a vacancy in the Office of Chancellor in cases where the vacancy is caused by other than a resignation.

e. As of December 1, 2005, the total costs of president searches will be the obligation of the System institution requiring the search. Excluded are any costs for travel by System staff or the Board of Regents as required by the search process.

f. In the case of a vacancy in the position of provost at a member institution, unless an exception is approved by the Board of Regents, the institution shall conduct a national search for the purpose of recruiting and screening candidates for the position for consideration of appointment by the institution's president. As used in this paragraph, "provost" means the second highest ranking executive and administrative officer of the University or state college.

(B/R 6/84, 3/04; Added 6/05; A 1/06, 12/09, 6/13)

## Section 2. Executive Evaluations

**1. ANNUAL EVALUATION OF NSHE PRESIDENTS** (Board Approved 10/03)

A. The purpose of the annual evaluation is to provide ongoing, constructive feedback so that presidents may know how the chancellor and the Board view their areas of strength as well as areas that may be improved upon. It also provides an opportunity for the president and chancellor to discuss personal and institutional goals for the next evaluation period.

1) The president will prepare an annual confidential Self-Evaluation Report, addressing the areas of review as described in subsection B. The timeframe for the annual self-report shall be the prior calendar year.

2) The chancellor reviews the president's self-evaluation and prepares a confidential written evaluation assessing the president's performance against the goals set for the prior calendar year. The emphasis of the annual evaluation shall be on an analysis of areas for future focus and improvement.

3) The chancellor meets with the president to review the written evaluation and to agree on personal and institutional goals for the following evaluation period.

4) If the chancellor recommends a change to the president's contract a summary of the evaluation and the new evaluation goals will be provided to the Board of Regents. (These are public documents.) The Board will discuss the findings of the annual review at a meeting in an open personnel session and consider the contract recommendations.

5) A copy of the confidential written evaluation, signed by both the chancellor and president, is retained in the president's personnel file, along with a copy of the president's confidential annual self-evaluation report.

B. The following format and evaluation criteria are based on principles developed by the Association of Governing Boards of Universities and Colleges for formative reviews and shall be considered in the annual evaluation of NSHE presidents.

1. <u>GOALS AND ACHIEVEMENTS</u>

i. Discuss the goals you set for yourself and your institution last year along with a description of your efforts to meet them.

ii. Discuss any other personal and institutional achievements that you, your senior management team, or your faculty are especially pleased to have accomplished. Include achievement in meeting institutional goals for the upward mobility of underrepresented groups (faculty, staff, and students).

iii. Discuss any disappointments, frustrations, or problems you may have experienced during the past year, especially those that are likely to persist.

iv. Discuss in a thoughtful way your relationships with the Board of Regents; your faculty, staff, students, alumni, and community leaders; and any other appropriate stakeholders or organizations.

2. CHALLENGES AND OPPORTUNITIES

i. Outline your institution's principal challenges and opportunities as you see them.

ii. List evaluation goals you propose for yourself and your institution for the next year. These goals should focus on, but are not limited to, meeting institutional and System-wide strategic goals in the following areas:

a. Academic Administration;
b. Academic Advancement;
c. Budgetary and Personnel Management;
d. Access and Diversity;
e. Research and Workforce Development; and
f. Internal Communication, External Relations and Fund-raising.

iii. Provide any other thoughts, ambitions, or plans you have as president.

3. OTHERS

i. Attach any other information or materials that will help assess your institution's achievements and progress over the past year or so.

ii. If you wish, discuss your desires or plans for professional growth.

## 2. PERIODIC EVALUATION OF NSHE PRESIDENTS

A comprehensive, periodic assessment of the performance of each president in nine key areas will be conducted in the next-to-last year of each contract period. The purpose of the periodic evaluation is to provide constructive feedback on measurable performance criteria assessed over a period of time so that presidents may know how colleagues, Regents, and key leaders in the community view their efforts, including areas of strength as well as areas that may need improvement.

1.) The president being evaluated shall prepare a written self-evaluation based upon the nine areas of evaluation described in subsection 3. The self-evaluation shall be submitted to the chancellor and provided to the Evaluation Committee.

2.) An Evaluation Committee comprised of at least six members shall be appointed by the Board Chair in consultation with the chancellor. Voting members of the Committee shall include three members selected from the Board of Regents, two members representing the community, and one student from the NSHE institution of the president being evaluated. Committee members representing the community may include foundation board members, alumni association board members, and local business leaders. The Chair of the Board shall appoint one of the members as Chair of the Evaluation Committee.

3.) An external consultant will be hired to staff the Evaluation Committee and facilitate the evaluation and will be referred to herein as the “evaluation consultant.” The evaluation consultant must have extensive experience in higher education and knowledge of the type of institution involved. The Board Chair shall select the evaluation consultant based on recommendations of the chancellor.

4.) In advance of the evaluation, the Evaluation Committee chair, the chancellor, the evaluation consultant, and president may discuss the details of the evaluation and any issues that may be raised during the evaluation process.

5.) The evaluation consultant will conduct interviews with a wide variety of individuals knowledgeable about the president's work. Appropriate accommodations will be made for the evaluation consultant to conduct interviews at institutions with multiple campus sites.

6.) The president being evaluated shall be permitted to submit a list of potential interviewees. The chancellor will select those names to be forwarded from the president’s list and other sources to the Evaluation Committee and the evaluation consultant. This shall normally consist of individuals external to the institution who may provide knowledgeable input about the president’s performance.

7.) The evaluation process will include the opportunity for a representative sample of vice presidents, deans, academic and administrative department heads, faculty, students, and community and alumni leaders to be interviewed by the evaluation consultant, and may also include a faculty survey submitted in compliance with the provisions of this section. With the exception of the results of a faculty survey, the Evaluation Committee and the evaluation consultant shall not accept anonymous materials, as part of the evaluation process.

    The faculty senate may conduct a survey of faculty regarding the performance of the president. The survey shall address the Performance Criteria for the Periodic Evaluation of the Performance of NSHE Presidents set forth in subsection 3. Within the scope of the Performance Criteria, the survey may also seek input regarding the effectiveness of the relevant institutional offices or departments. In preparing the survey and the final survey report, the faculty senate shall consult with the institution’s general counsel to insure the questions in the survey and the final survey report do not seek or contain comments about the performance of individuals other than the president. The final survey report must be presented to the Evaluation Committee at a public meeting.

8.) Prior to conducting interviews with institution constituents, the Evaluation Committee will meet with the president for the purpose of reviewing strategic plans, goals, objectives, resource allocation policies, major challenges and successes, and his/her own assessment of the interval being appraised.

9.) Based on the information collected through the evaluation process, the evaluation consultant will document the president’s strengths and weaknesses in the nine areas of evaluation described in subsection 3, and will recommend areas for future focus and improvement that will be considered by the Evaluation Committee.

10.) Prior to the end of the evaluation, the Evaluation Committee and the evaluation consultant will meet with the president and the chancellor or designee to review the preliminary results and to follow-up on any questions that may remain. The evaluation consultant will prepare a final report as directed by the Evaluation Committee.

11.) The final report will be provided to the chancellor for transmittal to the Board of Regents and the president, along with a copy of the president's self-evaluation. The final report and the president's periodic self-evaluation are public documents.

12.) As soon as practical after the submission of the final evaluation report, the evaluation consultant will present the final report at a meeting of the Board of Regents where the president will participate in an open personnel session to review the findings of the periodic evaluation.

13.) At the conclusion of the periodic evaluation process, the Board Chair may recommend contract terms and conditions for approval by the Board of Regents.

14.) A copy of the Evaluation Committee's report and a copy of the president's self-evaluation will be retained in the president's personnel file.

**3. PERFORMANCE CRITERIA FOR PERIODIC EVALUATION OF NSHE PRESIDENTS**
(Board Approved 10/03)

A. BUDGETARY MATTERS & FISCAL MANAGEMENT

i. Evidence of sound fiscal management, including the ability to address budgetary matters in a way that achieves a more efficient and effective use of resources.
ii. Ability to allocate fiscal resources in a manner that is conducive to achieving institutional goals and objectives.
iii. Ability to comprehend and evaluate fiscal and budgetary matters.
iv. Ability to attract funds for the institution.

B. ACADEMIC ADMINISTRATION & ACADEMIC PLANNING

i. Existence of well-developed and widely understood institutional goals and objectives.
ii. Ability to link planning, resource allocation, and evaluation functions and quality of judgment demonstrated in establishing priority in those areas.
iii. Existence of a good academic program review procedure designed to serve as a basis for staff allocation and budgetary support, the evaluation of the quality of instruction, and to assist in college's institutional goals and objectives.
iv. Ability to initiate curricular change in response to student and societal interests and needs.
v. Awareness of educational ideas, trends, and innovations.

C. STUDENT AFFAIRS

i. Evidence of formal and informal mechanisms for involving students in decision making.
ii. Evidence of effective recruitment, admission, counseling, and placement programs.
Iii. Evidence of effective student retention efforts.
iv. Ability to relate to students as individuals and groups.
v. Evidence of sensitivity on the part of the president to individual differences and tolerance of, and respect for, such differences.

D. PERSONNEL MANAGEMENT

i. Evidence of ability to relate to faculty and staff within a particular governance structure of the institution.
ii. Effectiveness in forming, developing, and supervising an administrative network for making and implementing policies.
iii Evidence of the president's commitment to make personnel changes when those changes are necessary to further enhance the effectiveness of the institution.
iv. Evidence of ability to select strong subordinates.
v. Ability of the president to have trust and confidence in subordinates.
vi. Evidence of ability to seek and use counsel of immediate subordinates.
vii. Ability to determine those issues which are the proper responsibility of subordinates and those that require the action of the president.
viii. Evidence of ability to delegate responsibility to subordinate managers and to support them in carrying out responsibilities.
ix. Evidence of success in meeting institutional goals for hiring, mentoring, and promoting opportunities for the upward mobility of underrepresented groups (faculty, staff, and students).
x. Evidence of ongoing procedure for evaluation of other members of the institutional management team.

E DECISION MAKING AND PROBLEM SOLVING

i. Ability to assume responsibility for decisions.
ii. Sensitivity to individuals affected by decisions.
iii. Ability to deal with reaction to unpopular decisions.
iv. Ability to identify and analyze problems and issues confronting the institution.
v. Ability to identify potential areas of conflict.
vi. Ability to comprehend the inter-related nature of such factors as budgeting, curriculum, social and political realities, group interests and pressures, laws, and rules and regulations having implications for the management of the institution.
vii. Ability to initiate new ideas and change.
viii. Ability to make decisions in critical situations and to handle crises.
ix. Ability to communicate ideas, information, and resources for decisions.
x. Awareness of implications in decisions.
xi. Ability to re-evaluate and if necessary retract decisions.

xii. Where appropriate, ability to involve institutional groups and individuals in support of decisions and in their implementation.

xiii. Ability to surmount personal criticism.

F. EXTERNAL RELATIONS AND FUND-RAISING

i. Ability to relate to, and communicate with, the community in which the institution is located.

ii. Evidence of an active alumni program.

iii. Evidence of an active fund-raising program.

iv. Ability to meet the social obligations of a president.

v. Ability to work with other executive officers in the System.

vi. Ability to understand the role of politics and government offices in higher education.

vii. Ability to relate to legislators, the Governor's Office, other state and federal agencies, and with other public officials on matters affecting the institution.

viii. Ability to represent the institution to its various publics.

ix. Evidence of leadership and involvement in the community (e.g., service on boards and committees).

G. RELATIONSHIP TO THE BOARD

i. Effectiveness in keeping the Board of Regents informed of all relevant issues affecting or bearing on managerial policies of the institution.

ii. Effectiveness in keeping the Board of Regents abreast of local, state, and regional affairs affecting the institution.

iii. Ability to identify for the Regents the problems confronting the institution and to assess alternate solutions and to recommend appropriate action.

iv. Ability to carry out duties which have been or may be delegated or assigned to the president by the Board.

v. Ability to review and analyze budgetary problems and to make effective presentations on the same to the Board.

H. PROGRESS TOWARD MASTER PLAN AND OTHER PERFORMANCE GOALS

i. Evidence of progress toward meeting the Board’s goal of increasing institutional quality through measurable improvements in:

1. Student preparation and achievement.
2. Student assessment.
3. Academic programs and accreditation.
4. Capture rates.
5. Retention rates.

ii. Implementation of programs, courses, and services to meet the needs of working adults and under-represented groups.

iii. Evidence of collaboration with other NSHE institutions on academic programs, services, and facilities.

iv. Evidence of progress toward meeting the Board's goal of increasing efficiency through improvements in:
    1. Cost-saving measures.
    2. Reallocation of resources to areas of high need.
    3. Collaborative partnerships with other NSHE institutions and with external partners.
    4. Space utilization.

v. Evidence of progress toward meeting the Board's goal of enhancing the economic development of the State of Nevada through:
    1. Federal research grants and contracts.
    2. Workforce development projects and partnerships.
    3. Collaborations with private sector businesses.
    4. Increasing the number of graduates in skilled and high-demand fields.

vi. Evidence of progress toward meeting the Board's goal of increasing student access through improvements in the number and quality of:
    1. Undergraduate and graduate enrollments.
    2. Minority enrollments.

vii. Evidence of progress towards performance goals established by the chancellor in the annual evaluation of the president.

I. <u>ATHLETIC OVERSIGHT AND STUDENT-ATHLETE WELFARE (as applicable to the specific institutional president)</u>

i. Understands the Board's expectations for the athletic department. Provides the leadership and direction necessary to implement the standards and expectations articulated by the Board.

ii. Meets periodically with athletics department personnel to articulate expectations concerning compliance and ethical conduct.

iii. Effectively communicates the Board's commitment to compliance with institutional, conference, and NCAA or NJCAA rules and regulations, as applicable, to coaches, administrators, students, faculty, boosters, and alumni.

iv. Ensures coaches contribute to an atmosphere within their programs that is conducive to academic achievement. Ensures coaches and administrators accept their responsibilities to be educators.

v. Ensures professional development opportunities are available for coaches and administrators to help them be effective educators.

vi. Insists on and ensures an institutional culture that integrates student-athletes into the campus mainstream as well as an athletics department culture that promotes academic achievement.

vii. Ensures there is a comprehensive compliance program and review in place for the athletics program.

viii. Ensures admissions policies for student-athletes do not have an adverse impact on the academic mission or cause an imbalance in the campus culture.

ix. Ensures there is a mechanism in place that allows effective communication with faculty regarding student-athlete academic and welfare issues.

x. Ensures the academic-support program is able to meet the needs of student-athletes.

xi. Ensures there is regular and rigorous review and monitoring of the institution's plans to implement gender equity.

**4. CRITERIA FOR THE ANNUAL AND PERIODIC EVALUATION OF THE CHANCELLOR**
(Board Approved 10/03)

A. INTRODUCTION

The principles for the evaluation of the chancellor are similar to those for evaluating presidents. However, they differ in that the chancellor is the chief executive of the NSHE and is directly accountable to the Board of Regents. It follows, therefore, that the chancellor's evaluation must be conducted by the Board.

B. SCOPE & FREQUENCY

The Chair of the Board of Regents is responsible for conducting two kinds of ongoing performance evaluation of the chancellor:

1. An Annual Evaluation conducted by the Chair of the Board and
2. An extensive Periodic Evaluation to be conducted in the next-to-last year of each contract period by an Evaluation Committee of the Board.

In both instances, the Chair may be assisted by the Vice Chair as needed and may have a person from outside the NSHE with extensive experience in higher education for the periodic evaluation.

C. ANNUAL EVALUATION

The Chair of the Board of Regents is responsible for conducting the annual evaluation of the chancellor, in compliance with the Nevada Open Meeting Law (OML), and in consultation with other members of the Board, will establish a performance program for the chancellor for the upcoming year. The review will be based upon:

1. A progress report and self-evaluation by the chancellor;
2. Invited input from individual Regents, institution presidents, and senior System staff reporting to the chancellor; and
3. Extensive personal consultation between the Board Chair and the chancellor.

Comments from Regents will be received at an open meeting or by another process approved by the vice chancellor for legal affairs to insure compliance with the OML. The purpose of the annual evaluation is to identify the chancellor's accomplishments and areas which may have required special attention during the past year, areas which may need special attention during the coming year, and to discuss his or her performance objectives for the coming year in light of the Board's priorities.

<u>Procedure</u>
An outline of the process to be used in conducting the annual evaluation of the chancellor is as follows:

1. The chancellor will prepare a self-evaluation report based on the Board's performance areas of review (subsection 5) and forward it to members of the Board of Regents.
2. The Chair will consult, in compliance with the OML as approved by the vice chancellor for legal affairs, with other Board members, institution presidents, and senior system staff using the performance areas for review identified in subsection 5.
3. The Chair of the Board will prepare a written report to the Board. The Board will meet in an open personnel session with the chancellor to consider the contents of the report and other matters believed pertinent to the chancellor's evaluation.
4. A copy of the written evaluation, signed by both the Board Chair and the chancellor, is retained in the chancellor's personnel file, along with a copy of the chancellor's annual self-evaluation report. The self-evaluation report and the written evaluation are public records.

D. PERIODIC EVALUATION

Prior to the final year of a chancellor's multi-year contract, the Chair of the Board will convene an Evaluation Committee to conduct a more in-depth evaluation of the chancellor's performance.

The Evaluation Committee shall consist of up to four - six members, including the Chair, Vice Chair, and immediate past Chair. Additional members may be appointed by the Chair. The Board may elect to engage the services of an external consultant to assist the Evaluation Committee in its work.

The purposes of the periodic evaluation are:

1. To give an expanded group of constituencies an opportunity to learn of the chancellor's sense of progress and to provide their views regarding his/her performance; and
2. To give the full Board an appraisal of the chancellor's performance in light of the NSHE's progress.

Procedure

An outline of the process to be used in conducting the periodic evaluation of the chancellor is as follows:

1. The chancellor will write a retrospective report describing his/her view of accomplishments, and areas that need improving. This report should address:

    a. The performance areas outlined in the Board of Regents Bylaws and in subsection 5 of this performance evaluation policy, and
    b. The annual performance program since the last periodic evaluation.

2. The chancellor's retrospective report will be sent to major constituencies for their review and comment. The constituencies may include, but are not limited to, Regents, vice chancellors, other System executive staff and directors, presidents, faculty senate chairs, student body presidents, public officers, and the Governor's staff. The review and comment by Regents will occur at an open meeting or by another process approved by the vice chancellor for legal affairs to insure compliance with the OML.

3. The Evaluation Committee will conduct interviews with a representative sample of major constituencies on the contents of the chancellor's retrospective report and their assessment of the chancellor's performance in the areas identified for review (subsection 5).

4. The Evaluation Committee will prepare a written report to the Board. The Board will meet in an open personnel session with the chancellor to consider the contents of the report and other matters believed pertinent to the chancellor's evaluation.

5. A copy of the written evaluation, signed by both the Board Chair and the chancellor, is retained in the chancellor's personnel file, along with a copy of the chancellor's retrospective report. The written evaluation and the retrospective report are public records.

E. PRINCIPLES OF THE PERIODIC EVALUATION

1. The responsibility for evaluating the performance of the chancellor rests with the Board of Regents and cannot be delegated to others.

2. The authority and responsibilities of a system chancellor are different from those of an institution president. Therefore, a system chancellor should be evaluated in terms of his/her performance in respect to system goals and objectives and not in terms of a model defined in terms of presidential performance expectations.

3. The chancellor's retrospective report and the constituent interviews should constitute the primary elements of the evaluation process. The process should be open and inclusive in terms of input and consultation, while recognizing that it is not possible to involve all of the groups and individuals who may wish to provide input in the process. The Evaluation Committee shall not accept anonymous materials.

**5. PERFORMANCE CRITERIA FOR EVALUATION OF THE CHANCELLOR** (Board Approved 10/03)

1) Relations with the Board of Regents.

2) Relations with NSHE Institutions.

3) Relations with the Executive Branch.

4) Relations with the Legislative Branch.

5) Administrative and Management System-Wide Responsibilities.

6) Administration of the Chancellor's Office and Related Activities.

7) Decision Making and Problem Solving Abilities.

8) Relations with External Communities
   a. State
   b. Regional
   c. National

9) Implementation of NSHE Master Plan Vision and Goals

(B/R 10/03; Added 6/05; A. 3/06, 8/08, 9/11, 3/12, 3/13, 6/13, 9/13)

## Section 3. <u>Rehire of a PERS Retiree</u> (formerly CM 01-04)

1. The reemployment restrictions for Public Employees Retirement System (PERS) retirees can be waived in some cases to assist employers with the hiring of retirees in areas of critical labor shortage.

   An exemption from PERS reemployment restrictions allows a retiree to return to employment with a participating public employer and continue to receive their retirement benefit at the same time. There will be no cap on earnings related to that employment for the retiree in a critical labor shortage position. The retirees will have the option to reenroll in PERS and continue to receive their retirement benefit.

The Board of Regents will make the determination for NSHE classified and professional positions based on the following criteria:

- Turnover – Turnover for the class or type of position has exceeded the State average in two out of the last three years.
- Recruitment – Recruitment (including out-of-state) has been open on a continuing basis for the last two months, producing less than five qualified and available applicants for each opening. The Board will consider the history and efforts to recruit for the position, including, without limitation, advertising, recruitment outside of this State and all other efforts made.
- Average length of vacancy exceeds the State average.
- Special Requirements – The difficulty in filling the position due to special circumstances, including, without limitation, special educational or experience requirements for the position; the position requires exceptional qualifications of a scientific, professional or expert nature; and/or the position requires a license or certification and there has been historical difficulty in recruitment.

In addition, the Board of Regents may consider if there is a known labor shortage in the field.

All applicants, including retirees seeking reemployment in areas of critical labor shortage, must meet the current minimum qualifications specified for the position. Persons applying for a classified position must be appointed under the provisions of *Nevada Administrative Code* 284.

2. Eligibility

Until it sunsets on June 30, 2015, the law allows retirees to apply for employment in positions deemed to be experiencing a critical labor shortage. Requests will not be approved for immediate rehiring into the same position of incumbent employees who elect to retire; consideration may be given on a case-by-case basis if a strong rationale can be presented that demonstrates how the position and the person meet the criteria noted in this procedure.

In order to be eligible for hiring into a position experiencing a critical labor shortage, the PERS employee must have retired with:

- (For regular members) 5 years of service at age 65, 10 years of service at age 60, and 30 years of service at any age.
- (For police and fire members) 5 years of service at age 65, 10 years of police/fire service at age 55, 20 years of police/fire service at age 50, and 25 years of police/fire service at any age.

Retirees who retired before full eligibility as described above:

- May return to employment under this statute when they reach the age at which they could have retired without early retirement reduction.

3. Procedure

Departments within a NSHE institution requesting approval of a position that conforms to this statute must complete a form, including approvals by appropriate institutional administrators, and submit it to the NSHE human resources officer. The department must also submit written findings for consideration of the Board of Regents on the form prescribed by the PERS (*NRS* 286.523). The NSHE human resources officer will make a recommendation to the chancellor for placement on the Board of Regents agenda. Final approval of all such requests rests with the Board of Regents. The PERS must be notified pursuant to *NRS* 286.523 within 10 days of the rehire of a retiree under these provisions.

(Added 6/05; A. 11/05, 12/09)

## Section 4. Procedure For Recertifying a PERS Retiree

In accordance with *Nevada Revised Statutes* 286.523(5), departments within a NSHE institution that are requesting the recertification of a PERS retiree hire must submit a request every two years. In recommending the redesignation of a position as one for which the critical labor shortage continues, the following criteria must be considered:

- A search was conducted and the incumbent was clearly the best candidate for the position.
- The position requires exceptional qualifications of a scientific, professional or expert nature and conducting a search would not produce a more qualified candidate than the incumbent.
- There is a known labor shortage in the field and conducting a search would be an unnecessary expenditure as the incumbent is clearly qualified for the position. Conditions in the market have not changed since the incumbent was hired.
- The position requires a license or certification that the incumbent possesses and a search would cause an unnecessary expenditure as the incumbent is clearly qualified for the position.
- The incumbent is uniquely qualified for the position and these skills cannot be duplicated in the market place.
- This appointment is short term and conducting a search would cause unnecessary expense to the institution.
- Other information that supports the recertification of the PERS rehire.

(Added 9/07)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 3

# SALARY SCHEDULES


Section 1. Salary Schedules ..... 2
Section 2. Community College Academic Salary Schedule ..... 9
Section 3. Community College Professional Advancement Program ..... 12
Section 4. Merit Procedures for Community College Faculty at the Top of Their Salary Range (formerly CM 96-2) ..... 16
Section 5. Summer Term Salary Schedules ..... 17
Section 6. Part-Time Salary Schedules ..... 20
Section 7. Compensated Outside Services/Entrepreneurial Activities ..... 21
Section 8. Temporary Unpaid Leave (Expires June 30, 2015) ..... 21

**CHAPTER 3**

**SALARY SCHEDULES**

## Section 1. Salary Schedules

The following salary schedules are reviewed and approved by the Board of Regents:

*Based on legislative and Board of Regents' action, all salary schedules for the FY 2012 and FY 2013 should be considered reduced by 2.5 percent and in addition, furloughs will be imposed in FY 2012 and FY 2013 equivalent to an additional 2.3 percent reduction.

NSHE EXECUTIVE SALARY SCHEDULE, FY 2013-14 & FY 2014-15

| | MINIMUM | MEDIAN | MAXIMUM |
|---|---|---|---|
| GRADE 1 | $312,546 | $421,790 | $531,454 |
| Chancellor<br>University President<br>DRI President<br>NSC - Henderson President | | | |
| GRADE 2 | $153,040 | $206,533 | $260,231 |
| Community College President<br>Vice Chancellor | | | |
| GRADE 3 | $134,253 | $181,179 | $228,284 |
| Associate Vice Chancellor | | | |

SYSTEM ADMINISTRATION SALARY SCHEDULE, FY 2013-14 & FY 2014-15

| | MINIMUM | MEDIAN | MAXIMUM |
|---|---|---|---|
| GRADE 4 | $99,606 | $134,421 | $169,370 |
| GRADE 5 | $82,384 | $106,854 | $131,430 |
| GRADE 6 | $61,691 | $80,015 | $98,418 |
| GRADE 7 | $45,528 | $59,052 | $72,633 |

NOTE: For employees subject to the Employer-Paid Retirement Plan, the amounts shown will be reduced as provided by law.

EXECUTIVE SALARY SCHEDULE - UNIVERSITIES/DRI FY 2013-2014 & FY 2014-2015

| | MINIMUM | Q1 | MID | Q3 | MAXIMUM |
|---|---|---|---|---|---|
| EXEC VP & PROVOST | $209,500 | $265,900 | $322,300 | $378,700 | $435,100 |
| VP, ADVANCEMENT | $143,000 | $181,500 | $220,000 | $258,500 | $297,000 |
| VP, DIVERSITY | $116,900 | $148,400 | $179,800 | $211,300 | $242,700 |
| VP, EXTERNAL AFFAIRS | $143,000 | $181,500 | $220,000 | $258,500 | $297,000 |
| VP, FINANCE & BUSINESS | $163,300 | $207,300 | $251,300 | $295,300 | $339,200 |
| VP, HEALTH SCIENCES | $444,900 | $564,600 | $684,400 | $804,200 | $923,900 |
| VP, RESEARCH & GRAD STUDIES | $178,100 | $226,100 | $274,000 | $322,000 | $369,900 |
| VP, STUDENT AFFAIRS | $147,200 | $186,900 | $226,500 | $266,100 | $305,800 |
| VP, TECHNOLOGY | $166,200 | $210,900 | $255,600 | $300,300 | $345,100 |
| DIRECTOR ATHLETICS | $276,800 | $351,300 | $425,900 | $500,400 | $574,900 |

| DEAN OF: | MINIMUM | Q1 | MID | Q3 | MAXIMUM |
|---|---|---|---|---|---|
| AGRICULTURE | $159,400 | $202,300 | $245,200 | $288,100 | $331,000 |
| BUSINESS | $217,500 | $276,000 | $334,600 | $393,100 | $451,700 |
| COOPERATIVE EXTENSION | $133,200 | $169,000 | $204,900 | $240,800 | $276,600 |
| DENTAL | $217,400 | $276,000 | $334,500 | $393,100 | $451,600 |
| EDUCATION | $153,600 | $195,000 | $236,300 | $277,600 | $319,000 |
| ENGINEERING | $188,100 | $238,700 | $289,400 | $340,000 | $390,700 |
| FINE ARTS | $140,000 | $177,800 | $215,500 | $253,200 | $290,900 |
| GRADUATE COLLEGE | $131,700 | $167,200 | $202,600 | $238,100 | $273,500 |
| HONORS COLLEGE | $102,700 | $130,400 | $158,000 | $185,700 | $213,300 |
| HOTEL ADMINISTRATION | $217,500 | $276,000 | $334,600 | $393,100 | $451,700 |
| HEALTH RELATED PROFESSIONS | $134,300 | $170,400 | $206,600 | $242,800 | $278,900 |
| JOURNALISM | $146,600 | $186,100 | $225,600 | $265,100 | $304,600 |
| LAW | $204,400 | $259,400 | $314,400 | $369,400 | $424,400 |
| LIBERAL ARTS | $145,000 | $184,000 | $223,000 | $262,000 | $301,000 |
| LIBRARIES | $113,400 | $143,900 | $174,400 | $204,900 | $235,400 |
| MEDICINE | $346,000 | $439,200 | $532,300 | $625,500 | $718,600 |
| NURSING | $160,400 | $203,600 | $246,800 | $290,000 | $333,200 |
| PUBLIC HEALTH | $185,600 | $235,600 | $285,500 | $335,500 | $385,400 |
| SCIENCES | $176,300 | $223,800 | $271,300 | $318,800 | $366,300 |
| URBAN AFFAIRS | $146,600 | $186,100 | $225,600 | $265,100 | $304,600 |

NOTE: For employees subject to the Employer-Paid Retirement Plan, the amounts shown will be reduced as provided by law.

## EXECUTIVE SALARY SCHEDULE – STATE COLLEGES, FY 2013-14 & FY 2014-15

| | MINIMUM | Q1 | MID | Q3 | MAXIMUM |
|---|---|---|---|---|---|
| EXEC VP & PROVOST | $174,514 | $221,495 | $268,476 | $315,457 | $362,438 |
| VP, FINANCE & BUSINESS | $136,029 | $172,681 | $209,333 | $245,985 | $282,554 |
| | | | | | |
| DEAN OF: | MINIMUM | Q1 | MID | Q3 | MAXIMUM |
| ARTS & SCIENCES | $130,948 | $166,184 | $201,419 | $236,655 | $271,891 |
| EDUCATION | $127,949 | $162,435 | $196,838 | $231,241 | $265,727 |
| NURSING | $133,613 | $169,599 | $205,584 | $241,570 | $277,556 |

NOTE: For employees subject to the Employer-Paid Retirement Plan, the amounts shown will be reduced as provided by law.

## ADMINISTRATIVE SALARY SCHEDULE - UNIVERSITIES FY 2013-14 & FY 2014-15

| RANGE | MINIMUM | Q1 | MEDIAN | Q3 | MAXIMUM |
|---|---|---|---|---|---|
| 7 | $104,900 | $133,100 | $161,300 | $189,600 | $217,800 |
| 6 | $87,800 | $111,500 | $135,200 | $158,800 | $182,500 |
| 5 | $73,900 | $93,700 | $113,600 | $133,500 | $153,400 |
| 4 | $59,300 | $75,300 | $91,300 | $107,200 | $123,200 |
| 3 | $48,900 | $62,100 | $75,300 | $88,400 | $101,600 |
| 2 | $39,100 | $49,600 | $60,100 | $70,600 | $81,100 |
| 1 | $30,800 | $39,100 | $47,400 | $55,700 | $64,000 |

NOTE: For employees subject to the Employer-Paid Retirement Plan, the amounts shown will be reduced as provided by law.

## ADMINISTRATIVE SALARY SCHEDULE - STATE COLLEGE FY 2013-14 & 2014-15

| RANGE | MINIMUM | Q1 | MEDIAN | Q3 | MAXIMUM |
|---|---|---|---|---|---|
| 7 | $87,382 | $110,872 | $134,363 | $157,937 | $181,427 |
| 6 | $73,137 | $92,880 | $112,622 | $132,280 | $152,023 |
| 5 | $61,559 | $78,052 | $94,629 | $111,206 | $127,782 |
| 4 | $49,397 | $62,725 | $76,053 | $89,298 | $102,626 |
| 3 | $40,734 | $51,729 | $62,725 | $73,637 | $84,633 |
| 2 | $32,570 | $41,317 | $50,063 | $58,810 | $67,556 |
| 1 | $25,656 | $32,570 | $39,484 | $46,398 | $53,312 |

NOTE: For employees subject to the Employer-Paid Retirement Plan, the amounts shown will be reduced as provided by law.

## ADMINISTRATIVE SALARY SCHEDULE – COMMUNITY COLLEGES, FY 2013-14 & FY 2014-15

| GRADE | MINIMUM | MEDIAN | MAXIMUM |
|---|---|---|---|
| 8 | $140,613 | $190,018 | $239,422 |
| 7 | 99,429 | 134,363 | 169, 297 |
| 6 | 83,340 | 112,622 | 141,903 |
| 5 | 72,864 | 94,629 | 116,393 |
| 4 | 58,561 | 76,053 | 93,545 |
| 3 | 48,298 | 62,725 | 77,152 |
| 2 | 38,549 | 50,063 | 61,578 |
| 1 | 30,403 | 39,484 | 48,566 |

NOTE: For employees subject to the Employer-Paid Retirement Plan, the amounts shown will be reduced as provided by law.

## ACADEMIC SALARY SCHEDULE - UNIVERSITIES FY 2013-14 & FY 2014-15

| RANK | TITLE | MINIMUM<br>9 MONTHS<br>12 MONTHS | Q1<br>9 MONTHS<br>12 MONTHS | MID<br>9 MONTHS<br>12 MONTHS | Q3<br>9 MONTHS<br>12 MONTHS | MAXIMUM<br>9 MONTHS<br>12 MONTHS |
|---|---|---|---|---|---|---|
| IV | Professor | $85,000 | $107,900 | $130,700 | $153,600 | $176,500 |
| | | $102,000 | $129,400 | $156,900 | $184,300 | $211,800 |
| III | Associate Professor | $57,600 | $73,100 | $88,600 | $104,100 | $119,600 |
| | | $69,100 | $87,700 | $106,300 | $124,900 | $143,500 |
| II | Assistant Professor | $50,000 | $63,500 | $77,000 | $90,500 | $103,900 |
| | | $60,100 | $76,200 | $92,400 | $108,600 | $124,700 |
| I | Instructor | $35,600 | $45,200 | $54,800 | $64,400 | $74,000 |
| | | $42,800 | $54,300 | $65,800 | $77,300 | $88,800 |

NOTE: For employees subject to the Employer-Paid Retirement Plan, the amounts shown will be reduced as provided by law.

Nevada System of Higher Education
DISCIPLINE SPECIFIC FACULTY SALARY SCHEDULES FOR FY 2013-14 & FY 2014-15

| Business Faculty-9 Month | | | | | |
|---|---|---|---|---|---|
| Accounting – Finance | Minimum | Q1 | Mid | Q3 | Maximum |
| Professors | $102,700 | $116,700 | $138,200 | $187,000 | $229,600 |
| Associates | $94,600 | $104,100 | $126,600 | $147,600 | $181,100 |
| Assistants | $92,100 | $105,500 | $126,600 | $163,300 | $180,500 |
| Instructors | $47,400 | $55,400 | $65,500 | $84,900 | $107,400 |

| Marketing, Management, Prod/Ops, HR, Int'l, MIS | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $101,900 | $113,600 | $131,600 | $164,900 | $200,000 |
| Associates | $87,400 | $96,900 | $109,600 | $130,300 | $151,500 |
| Assistants | $82,800 | $91,100 | $102,500 | $121,300 | $136,100 |
| Instructors | $42,400 | $49,200 | $61,800 | $77,100 | $95,100 |

| Economics | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $96,900 | $104,300 | $133,700 | $155,800 | $200,000 |
| Associates | $67,400 | $76,400 | $86,100 | $100,900 | $119,500 |
| Assistants | $66,700 | $73,700 | $81,400 | $95,800 | $111,300 |
| Instructors | $42,000 | $46,100 | $55,900 | $64,500 | $78,900 |

| Engineering Faculty-9 Month | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $86,400 | $109,700 | $132,974 | $156,200 | $179,500 |
| Associates | $61,100 | $77,600 | $94,066 | $110,500 | $127,000 |
| Assistants | $52,300 | $66,400 | $80,465 | $94,500 | $108,600 |
| Instructors | $37,300 | $47,400 | $57,444 | $67,500 | $77,500 |

| Law Faculty - 9 Month | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $137,800 | $146,700 | $167,500 | $190,500 | $212,100 |
| Associates | $104,200 | $112,600 | $117,700 | $124,400 | $132,100 |
| Assistants | $77,500 | $91,200 | $102,600 | $117,300 | $121,600 |
| Instructors | N/A | N/A | N/A | N/A | N/A |

| Business Faculty - 12 Month | | | | | |
|---|---|---|---|---|---|
| Accounting – Finance | Minimum | Q1 | Mid | Q3 | Maximum |
| Professors | $123,249 | $140,035 | $165,800 | $224,400 | $275,500 |
| Associates | $113,561 | $124,877 | $151,900 | $177,200 | $217,300 |
| Assistants | $110,546 | $126,609 | $151,900 | $196,000 | $216,600 |
| Instructors | $56,882 | $66,440 | $78,500 | $101,800 | $128,800 |

| Marketing, Management, Prod/Ops, HR, Int'l, MIS | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $122,300 | $136,300 | $157,900 | $197,900 | $240,000 |
| Associates | $104,900 | $116,300 | $131,500 | $156,300 | $181,800 |
| Assistants | $99,400 | $109,300 | $123,000 | $145,500 | $163,400 |
| Instructors | $50,900 | $59,000 | $74,100 | $92,500 | $114,100 |

| Economics | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $116,300 | $125,100 | $160,400 | $187,000 | $239,900 |
| Associates | $80,900 | $91,700 | $103,400 | $121,100 | $143,400 |
| Assistants | $80,000 | $88,400 | $97,700 | $115,000 | $133,500 |
| Instructors | $50,300 | $55,400 | $67,100 | $77,300 | $94,600 |

| Dental Medicine Faculty -12 month | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $118,200 | $150,050 | $181,900 | $213,750 | $245,600 |
| Associates | $91,400 | $116,000 | $140,600 | $165,200 | $189,800 |
| Assistants | $79,100 | $100,400 | $121,700 | $143,000 | $164,300 |
| Instructors | N/A | N/A | N/A | N/A | N/A |

| Engineering Faculty -12 Month | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $86,400 | $131,700 | $159,600 | $187,600 | $215,500 |
| Associates | $61,100 | $93,200 | $112,900 | $132,700 | $152,400 |
| Assistants | $52,300 | $79,700 | $96,600 | $113,500 | $130,400 |
| Instructors | $37,300 | $56,900 | $68,900 | $81,000 | $93,000 |

| Law Faculty - 12 Month | Minimum | Q1 | Mid | Q3 | Maximum |
|---|---|---|---|---|---|
| Professors | $165,400 | $176,000 | $201,000 | $228,600 | $254,500 |
| Associates | $125,000 | $135,100 | $141,200 | $149,300 | $158,500 |
| Assistants | $93,000 | $109,400 | $123,100 | $140,800 | $145,900 |
| Instructors | N/A | N/A | N/A | N/A | N/A |

NOTE: For employees subject to the Employer - Paid Retirement Plan, the amounts shown will be reduced as provided by law.

UNIVERSITY OF NEVADA SCHOOL OF MEDICINE SALARY SCHEDULE, FY 2013-14 & FY 2014-15

The percentiles included in this salary schedule are the percentiles of the most recent Association of American Medical Colleges (AAMC) Medical School Faculty Compensation Schedule for the Western Region.

| RANK | TITLE | MINIMUM | Q1 | MEDIAN | Q3 | Maximum |
|---|---|---|---|---|---|---|
| IV | PROFESSOR | 80percent of 25th Percentile | 25th Percentile | Median | 75th Percentile | 120percent of 75th Percentile |
| III | ASSOCIATE PROFESSOR | 80percent of 25th Percentile | 25th Percentile | Median | 75th Percentile | 120percent of 75th Percentile |
| II | ASSISTANT PROFESSOR | 80percent of 25th Percentile | 25th Percentile | Median | 75th Percentile | 120percent of 75th Percentile |
| I | INSTRUCTOR | 80percent of 25th Percentile | 25th Percentile | Median | 75th Percentile | 120percent of 75th Percentile |

ACADEMIC SALARY SCHEDULE - STATE COLLEGE FY 2013-14 & FY 2014-15

| RANK | TITLE | MINIMUM 9 MONTHS 12 MONTHS | Q1 9 MONTHS 12 MONTHS | MID 9 MONTHS 12 MONTHS | Q3 9 MONTHS 12 MONTHS | MAXIMUM 9 MONTHS 12 MONTHS |
|---|---|---|---|---|---|---|
| IV | PROFESSOR | $70,805 | $89,881 | $108,873 | $127,949 | $147,025 |
| | | $84,966 | $107,790 | $130,698 | $153,522 | $176,429 |
| III | ASSOCIATE PROFESSOR | $47,981 | $60,892 | $73,804 | $86,715 | $99,627 |
| | | $57,560 | $73,054 | $88,548 | $104,042 | $119,536 |
| II | ASSISTANT PROFESSOR | $41,650 | $52,896 | $64,141 | $75,387 | $86,549 |
| | | $50,063 | $63,475 | $76,969 | $90,464 | $103,875 |
| I | INSTRUCTOR | $29,655 | $37,652 | $45,648 | $53,645 | $61,642 |
| | | $35,652 | $45,232 | $54,811 | $64,391 | $73,970 |

NOTE: For employees subject to the Employer-Paid Retirement Plan, the amounts shown will be reduced as provided by law.

ACADEMIC SALARY SCHEDULE-COMMUNITY COLLEGES FY 2013-14 & FY 2014-15

| Grade | Min | Q1 | Median | Q3 | Max |
|---|---|---|---|---|---|
| 5 | $56,030 | $68,267 | $82,162 | $98,871 | $120,464 |
| 4 | $52,294 | $63,716 | $76,685 | $92,279 | $112,433 |
| 3 | $46,691 | $56,889 | $68,468 | $82,392 | $100,387 |
| 2 | $41,088 | $50,062 | $60,252 | $72,505 | $88,340 |
| 1 | $37,353 | $45,511 | $54,775 | $65,914 | $80,310 |

The methodology used to establish the community college academic salary schedule is the following. The community college academic salary schedule Grade 3 Median is a percentage of the overall university academic salary schedule median (currently 78% of the university overall median). The overall university median is an average of the midpoints of the four university rank ranges.

The median of each Grade on the community college academic salary schedule is the following:

Grade 5 Median = 1.20 x Range 3 Median
Grade 4 Median = 1.12 x Range 3 Median
Grade 3 Median = Set by the formula above
Grade 2 Median = 0.88 x Grade 3 Median
Grade 1 Median = 0.80 x Grade 3 Median

The Min, Q1, Q3 and Max quartile values for each Grade on the community college academic salary schedule are:

Max = Grade Median x 1.466178
Q3 = Grade Median x 1.203361
Median = Grade Median as set above
Q1 = Grade Median x 0.830879
Min = Grade Median x 0.681941

The above methodology (the percentage, median and quartile values) may be adjusted as part of the review and update of salary schedules under Title 4, Chapter 3, Section 34, and recognizes as a possible goal for future salary schedules to be indexed at the same percentage as the community college administrative faculty salary schedule.
(Added 6/05; A. 6/05, 11/05, 4/06, 7/06, 3/07, 8/07, 11/07, 3/08, 8/08, 6/09, 6/11, 11/12, 3/13)

## Section 2. Community College Academic Salary Schedule

1. Grades

The grades on the salary schedule are “categories” that correspond to the faculty member’s academic preparation as follows:

Grade 1 Less than a bachelor's degree.

Grade 2 Bachelor's degree or associate's plus approved contact hours of occupationally related discipline[1], or associate's plus 60 upper level credit hours in an approved instructional field(s).

Grade 3 master's degree or a bachelor's degree plus approved contact hours of occupationally related discipline, or a Bachelor's degree plus 30 graduate credits in an approved instructional field(s).

Grade 4 master's degree with a minimum of 30 graduate credits in an approved instructional field(s), or equivalency or a bachelor's degree plus approved contact hours of occupationally related discipline, or a bachelor's degree plus 60 graduate credits or equivalency in an approved instructional field(s).

Grade 5 Earned doctorate. Equivalence can be approved by the president for a master's degree plus approved occupational contact hours or academic credits.

2. Initial Placement

   a. The determination of grade for the purposes of initial placement of a faculty member on the academic salary schedule shall be based upon education. New hires shall normally be placed at the minimum of the appropriate grade, unless the institution chooses to consider relevant experience up to a maximum of twenty-five percent above the minimum. The institution guidelines for evaluating relevant experience shall be in writing and publicly available. Each year of relevant experience (as determined by the institution) will equate to an additional 2.5 percent up to the maximum stated above.

   b. Consideration will be given to authorizing a higher salary in order to attract an applicant with qualifications in areas pre-defined as difficult to recruit. Faculty senate and/or Human Resources shall submit recommendations to the president for designating difficult to recruit positions. The president shall review the recommendations, determine the positions that are to be designated difficult to recruit, and forward the same to the chancellor. Designating difficult to recruit positions will be reviewed on a yearly basis by the System and approved by the chancellor. The president will make the final determination on initial salary placement for those positions determined to be difficult to recruit.

3. Movement on the Schedule. Salary increases, as set forth below, may occur as a result of the Community College Professional Advancement Program, cost of living adjustments, merit awards, salary equity adjustments, award of tenure, or promotional/rank/benchmark advancement.

   a. <u>Community College Professional Advancement Program.</u> Advancement from grade to grade on the salary schedule is governed by the Community College Professional Advancement Program set forth in Section 3 below.

[1] Occupationally related discipline equivalency will be determined at each campus. The ratio of academic credit to contact hours will be 1:15.

b. Cost of Living Adjustments (COLA). COLA is a Cost of Living Adjustment which may be funded by the Legislature. During years in which a COLA appropriation is provided, all academic faculty receive the same percentage COLA increase which is added to base salary.

c. Merit Awards. Academic faculty shall be eligible to be considered for merit awards during fiscal years when a merit pool appropriation is provided. Each community college shall develop written policies and criteria by institution for the recommendation of merit awards. The written policies and criteria shall be drafted by the faculty senate and approved by the president, and shall be set forth in institutional bylaws. Until the adoption of institutional bylaws governing merit awards, faculty who has received a satisfactory evaluation, will be awarded an equal share of merit. Merit awards are added to base salary.

d. Salary Equity Adjustments. Each institution shall adopt an Equity Salary Adjustment Plan agreed upon by the faculty senate and the president. The Plan must include but is not limited to the following:

1. Providing for an initial and thereafter, biannual review of the salaries of academic faculty to determine whether a faculty member's salary is appropriate as compared to the salaries of other faculty at the institution based upon years of experience and educational attainment.
2. Identify institutional resources to fund equity adjustments.
3. Providing for appropriate adjustment of salaries which may be phased-in incrementally depending on funding resources.
4. The salary equity study may be performed by institution personnel or the institution may hire an outside consultant as agreed upon by the president and the faculty senate.
5. The results of an equity study shall be provided to the faculty senate.
6. A faculty member may request an equity review of his or her salary.
7. Reporting annually to the Board of Regents regarding the progress made in implementing salary equity adjustments identified in an equity study.

e. Award of Tenure. Upon the award of tenure, an academic faculty member shall receive a minimum 2.5 percent increase in salary, which is added to the base salary. An institution may provide for a higher salary increase upon award of tenure in accordance with a written policy drafted by the president in consultation with the faculty senate.

f. Promotional, Rank or Benchmark Advancement. In the institutional bylaws, by agreement of the president and the faculty senate, an institution may adopt other policies setting forth criteria and procedures for additional advancement within a salary grade range. The policies may include, but are not necessarily limited to criteria and procedures for promotional or rank advancement, or salary benchmarks within the grade ranges.

4. Other Salary Considerations

    a. All individuals employed on administrative faculty contracts that are eligible to receive legislatively appropriated merit and who are not on the academic faculty salary schedule will be given consideration for merit increases and will receive cost-of-living increases.

    b. All individuals employed on non-tenure track, Range 0 contracts that are eligible to receive legislatively appropriate merit and who are not on the academic faculty salary schedule will be given consideration for merit increases and will receive cost-of-living increases.

    c. Academic faculty who are required to work under calendar year contacts versus academic year contracts will negotiate additional salaries in view of their respective responsibilities and number of working days compared to the working days under an academic year contract. The factor used can vary, but will not fall below 1.2. Contracts falling between a B contract and an A contract will be developed in a similar fashion.

(B/R 3/02; Added 6/05; A. 11/05, 11/06, 3/08, 3/13)

## Section 3. Community College Professional Advancement Program

A. PROGRAM OUTLINE

1. Professional Advancement Approval Process for Credit Courses/Programs

    a. Courses/programs, etc. may be used for professional advancement only with prior written administrative approval as stated in Title 4, Chapter 3.

    b. The process for approval will be developed at each institution with faculty senate input. The final decision rests with the president.

    c. Any movement on the salary schedule can only occur consistent with the fiscal year contract. Exceptions must be approved by the president.

2. Degree Programs

    a. The academic faculty member wishing to advance on the salary schedule by completing a bachelor's, master's or doctorate degree (grades 2, 3, 4 and 5) must submit a written formal request.

    b. Upon appropriate vice presidential/dean approval, a formal professional advancement agreement will be written. The program must identify the anticipated program and program completion date. The agreement is not valid unless the appropriate vice president/dean and the faculty member sign the agreement.

c. Upon successful completion of the degree program, the faculty member must submit official verification to his/her official personnel file. In the event the degree program is not completed in the anticipated time frame, the faculty member will notify the appropriate body in writing prior to the anticipated date of completion. A review of completed work will be made by the appropriate body for consideration of movement on the schedule. Grade movement will not occur without the approval of the president.

3. Credit Course Work

a. The academic faculty member wishing to move across the grades by completing credit course work must comply with the provisions of the Board of Regents' policy. That is, grade 2 requires upper level/division undergraduate credit hours, grade 3 and 4 require graduate credits. The faculty member must submit a written formal request to the appropriate body. The appropriate body will forward the recommendation to the appropriate vice president/dean. The appropriate vice president/dean will notify the faculty member of approval/non-approval within 20 working days from receipt of the application.

b. Upon successful completion of the agreed upon course work, the faculty member must submit official grade verification to the faculty member's official personnel file. The faculty member will not be eligible for grade movement until all requirements for advancement have been met. When the approved courses total the credits required for advancement, the faculty member must notify the human resources director.

4. Professional Advancement Approval Process for Occupationally-Related Courses

a. The academic faculty member wishing to take individual contact hour courses for advancement across the grades on the salary schedule must submit a written formal request to the appropriate body who will forward the recommendation to the appropriate vice president/dean or designee[2]These courses could include, but are not limited to, continuing education courses in a specific discipline and specialized workshops or institutes in which contact hours rather than credits are used to grant recognition for successful completion.

b. Due to the manner in which some occupationally-related courses are offered, the faculty member may only have a few days or weeks between notification of offering and actual registration. Therefore, every effort must be made by all parties involved to complete this process prior to the due date for registration. When the approved courses reach the contact hours required for advancement, the faculty member must notify the human resources director in writing of that fact.

c. Upon successful completion of the courses, the faculty member must submit official verification to his/her official personnel file. The faculty member will not be eligible for grade movement until all requirements for advancement have been met.

[2] Designee means someone appointed by the appropriate vice president/dean only in his/her absence.

5. Approvals for degree programs, credit courses, continuing education and occupational courses will be filed in the faculty member's official personnel file.

B. PROGRAM STANDARDS/DEFINITION OF TERMS

1. Education Standards

For degree programs and credit courses, the degree/credit must be awarded by regionally accredited institutions. Non-degree (non-credit or continuing education) courses will be awarded equivalency based upon accepted industrial and/or professional standards.

2. Relevance

The program or courses must either be relevant to the academic faculty member's discipline or enhance teaching/counseling/professional skills, or provide benefit or advancement.

3. Equivalency

For purposes of this document, all academic courses will be equated to a sixteen-week semester. Courses taken in quarter or trimester credits will be adjusted to this standard. Degree programs will stand on their own as approved by accrediting institutions. That is, a master’s degree will transfer as a master’s degree regardless of the institutional differences in semester vs. quarters.

4. Occupationally-Related Courses

Occupationally-related courses are those courses that relate to the faculty's primary duties, e.g. courses taught, services provided, etc.

5. Official Verification

Official verification shall include, but not be limited to: diplomas, transcripts, certificates, or letters from sponsoring agencies.

6. Professional Degrees

A professional degree itself does not apply toward movement on the salary schedule. It is recognized that some occupational areas have specific degrees that may be equivalent to the degree qualifications set forth above. This list includes, but is not limited to, the following: MD, DDS and JD. The number of graduate hours in the curriculum will be equated to the standard master’s, etc. degrees.

For example, a JD, MD and DDS would be the equivalent of three to four years of graduate school, and should therefore be considered as the fifth grade of professional advancement. Two master’s’ degrees, however, would not be the equivalent of a fifth grade of movement, but would qualify for a fourth grade movement, if approved.

This explanation does not mean automatic approval of such professional degrees, only an explanation of the existence of these occupational areas.

C. PROGRAM STANDARDS

The professional advancement program may be, except where otherwise noted, any combination of the following categories or programs:

1. Degree Program/Credit Courses

   a. The credit awarded for completion of a degree program will be limited to only the degree awarded to the individual. All programs/courses must be offered by regionally accredited institutions.

   b. Movement from one grade to another beyond grade two must be accomplished in blocks of 30 or 60 credits as appropriate. Movement to:

| | |
|---|---|
| Grade 2 | Bachelor's or associate's plus 60 upper level undergraduate credits. |
| Grade 3 | master's or bachelor's plus 30 graduate credits |
| Grade 4 | master's plus 30 graduate credits or equivalent[3] or bachelor's plus 60 graduate credits or equivalent. |
| Grade 5 | Earned doctorate |

2. Non-Credit/Contact Hours Course Training

   a. Continuing Education

      1. The equivalency for continuing education is 1:15. For every fifteen hours of continuing education, one unit of credit will be awarded. Continuing education can be in the form of workshops, institutes or other recognized educational programs.

      2. All courses/workshops must meet national standards for occupational areas. Movement from one grade to another beyond grade two must be accomplished in blocks of 450 or 900 contact hours. Movement to:

| | |
|---|---|
| Grade 2 | Associate's plus 900 contact hours |
| Grade 3 | Bachelor's plus 450 contact hours |
| Grade 4 | Bachelor's plus 900 contact hours. Master's plus 450 contact hours. |
| Grade 5 | Special permission of president.[4] |

[3] Equivalency will be determined by the appropriate body.

[4] Equivalence can be approved by the president for a master's degree plus approved occupational contact hours or academic credits.

b. On-the-Job Work Experience

On-the-Job work experience with pay will be 1:75. For every *75* hours of internship, one unit of credit will be awarded. Faculty entering into such experience must follow the same requirements and program as established by the college with students within the college's cooperative education program. All hours of On-the-Job Work experience must be certified by an outside agency/employer.

c. Internships

1. On-the-job work experience without pay will be 1:75. For every 75 hours of internship, one unit of credit will be awarded. All hours of internship experience must be certified by the outside agency/employer. The internship experience for the faculty member must follow the same standards and requirements established for the On-the-Job Work Experience Program.

2. Movement from one grade to another beyond grade two must be accomplished in blocks of 2250 or 4500 contact hours as appropriate. Movement to:

| | |
|---|---|
| Grade 2 | Associate's plus 4500 contact hours. |
| Grade 3 | Bachelor's plus 2250 contact hours. |
| Grade 4 | Bachelor's plus 4500 contact hours. Master's plus 2250 contact hours. |
| Grade 5 | Special permission of president. |

D. APPEALS PROCESS

In the event the faculty member's application for professional advancement is denied, the decision can be appealed. The appeal will be submitted to the faculty senate chair, who will forward the appeal to the appropriate committee. The committee will review and recommend to the faculty senate chair its approval or non-approval of the appeal. The faculty senate chair will carry the committee recommendation to the appropriate vice president/dean. If the appeal is denied by the vice president/dean, college grievance procedures can be utilized.
(B/R 3/02; Added 6/05, 3/13)

## Section 4. Merit Procedures for Community College Faculty at the Top of Their Salary Range (formerly CM 96-2)

All faculty should be eligible for consideration for legislatively approved increases in salary earned through meritorious performance. Consideration should be based upon performance evaluation. An addition to the Board of Regents policy governing community college faculty salary schedule implementation was approved by the Board of Regents November 14-15, 1996. The policy allows for merit consideration for faculty who are at the top of their salary range.

The processes in support of the Board's policy are listed below:

- Performance evaluation should demonstrate exceptional, not merely satisfactory, performance for the period in question; and

- Identification of recipients should be highly selective, but it should not be based upon a quota (proportion of eligible recipients), nor should recipients be rotated among those eligible;

- The pool of funds from which these awards will be made is generated by the eligible faculty at the top of the ranges; making these awards cannot adversely affect the total of merit awards made to other faculty;

- The criteria for selection and process for implementation will be developed on each campus by the president in consultation with the campus faculty senate;

- The process will be directed and administered by the campus president;

- The president will be responsible for reporting annually to the chancellor the merit increases in salary awarded to faculty at or above the salary plan ranges.

(Added 6/05; A. 3/13)

## Section 5. Summer Term Salary Schedules

1. University of Nevada, Las Vegas

<u>UNLV Faculty</u>

| | |
|---|---|
| Professor | $2,675 per credit hour |
| Associate | $2,536 |
| Assistant | $2,394 |
| Instructor | $2,114 |

<u>Visiting Faculty</u>

| | |
|---|---|
| Professor | $2,536 per credit hour |
| Associate | $2,255 |
| Assistant | $1,975 |
| Lecturer | $923 – 1,908 |
| Lab Assistant | $1,529 |

Professor Emeritus: rate depends upon rank at time of retirement.

Pay per credit hour of individual instruction is $93.00 for undergraduate courses and $127.00 for graduate courses.

Instructional salaries for Summer Term are restricted to one of the following:

A. Full per-credit-hour salary as stated in Salary Schedule above. The per-credit-hour salary is the maximum allowable.
B. A lower amount (prorated to enrollment) when necessitated by low enrollment and when agreed to by the instructor. The pro-rated salary is based on an established formula (salary plus fringe benefits divided by breakeven number for applicable rank).
C. Individual instruction pay per-credit-hour as stated in Salary Schedule above.

2. University of Nevada, Reno

   a. The following salary schedule applies to classes taught on or off-campus during the inclusive dates of summer session.

| Resident Faculty | |
|---|---|
| Professor | $2,190 per credit hour |
| Associate Professor | $1,970 |
| Assistant Professor | $1,840 |
| Lecturer | $1,615 – 2,190 |
| Teaching/Graduate Assistant | $1,395 |

| Visiting Faculty | |
|---|---|
| Professor | $1,825 per credit hour |
| Associate Professor | $1,660 |
| Assistant Professor | $1,490 |
| Lecturer | $1,370 – 1,825 |

The per-credit hour salary is the maximum allowable. A lower amount (prorated to enrollment) when necessitated by low enrollment is permitted when agreed to by the instructor.

   b. Six credits is considered a full-time teaching load during the Summer Session.

   c. Faculty teaching recreation, physical education and dance classes, or catalog-identified internship classes, will receive as salary 80 percent of the net fees generated by enrollments in these classes but capped by the amounts indicated in 2.a. above. Net fee is defined as the prevailing tuition minus the consolidated fee for student union, student health, and student activities.

3. Nevada State College, Henderson

   Nevada State College has a temporary summer term salary schedule in place until a permanent policy is approved. Tenure track B-contract faculty and lecturers teaching in the summer term will be paid $1,440 per credit hour. Adjunct instructors teaching in the summer term will be paid $840 per credit hour. The per-credit-hour salary for B-contract faculty and the lecturers is the maximum allowable. A lower amount is permitted when necessitated by low enrollment and when agreed to by the faculty, lecturer, or instructor.

4. College of Southern Nevada

   a. For B and B+ contract teaching faculty:
      (Note: Pro-rate pay = .01875 times base pay per IU)
      1. Class size of 17 or greater will result in full pro-rata pay or $833/IU whichever is more.
      2. Class size of 14 – 16 will result in an option to teach at $833/IU. $833/IU is the special incentive rate)
      3. For classes with approved limited class size below 17, pro-rate pay is awarded for enrollment equal to or greater than approved class size.

4. For classes with limited enrollments, $833/IU will be awarded with one less than capacity.
5. The minimum class size is 14, unless on the approved list based on space, equipment, etc.
6. Individualized instruction per student pay may be negotiated by the faculty member. The calculation will be .075 X # of credits X # of students = IU. IU X $801 = pay.
7. No full-time faculty member can teach more than 9 IUs in the summer unless special permission is granted by the academic vice president.

b. For part-time instructors:
   1. Minimum class size is 14 and the rate of pay is $801/IU.
   2. For limited capacity sections, the minimum class size must be no lower than one less than approved capacity.
   3. Part-time faculty can teach eight IU regardless of the number of preps.

There will be no exception to the above class enrollment policy, and classes that do not meet the minimum number will be canceled.

5. Great Basin College
   a. The salary for a summer session course shall be 75 percent of the revenue generated from registration fees, not to exceed $1200 per credit.
   b. Faculty may teach up to nine credits in summer school. Additional credits may be taught under extenuating circumstances when recommended by the department chair and with the approval of the responsible dean and/or the vice president for academic affairs.

6. Truckee Meadows Community College
   a. Faculty who teach in Summer school and are on a “B” contract during the academic year will be paid 1.875 percent of their base contract amount from the TMCC salary scale per credit hour. The per-credit amount cannot exceed the Step 30 amount for faculty member’s range nor be below the part-time faculty rate.
   b. Faculty who are part-time during the academic year will be paid for summer teaching on a per-credit basis according to the same rate used during the Spring semester of that academic year.
   c. Should enrollment in an instructor’s Summer classes fail to produce the revenues necessary to hold all of their classes or cover the instructor’s salary for all of their classes, the president or designee may, in lieu of cancelation, negotiate and establish a mutually agreeable rate less than the maximum provided above for each instructor.
   d. Faculty may teach nine credits in Summer school. Additional credits may be taught under extenuating circumstances when recommended by the department chair and with the approval of the dean and the vice president of academic affairs and student services. Compensation above the maximum or full load will be compensated at the part-time faculty rate only.
   e. Faculty who are on an “A” contract during the academic year will be considered as teaching an overload and be compensated at the part-time rate unless their contract specifically requires a Summer school load in which case they will not receive an additional stipend.

7. Western Nevada College
   a. The salary for a Summer session course shall be 75 percent of the revenue generated from registration fees, not to exceed $1,200 per credit.
   b. Faculty may teach nine IUs in the Summer session. Additional credits may be taught under extenuating circumstances when recommended by the academic director and with the approval of the vice president of academic and student affairs.

(B/R 1/94, 1/98, 1/02, 4/02, 1/04, 2/05; Added 6/05; A. 8/05, 7/06, 11/06, 2/07, 3/07, 3/08, 4/09, 3/10, 3/11, 11/12, 9/13, 12/13)

## Section 6. Part-Time Salary Schedules

The following schedule provides salary targets for NSHE institutions to reach as funding permits.

| Type of Institution | Per-Credit Target |
|---|---|
| Universities | $1,130 |
| State College | $1,074 |
| Community Colleges | $1,017 |

2. The salary schedule is derived from a formula calculation based upon a percentage of the entry-level semester salary for a university instructor on a nine-month contract, as described below.

   Base Formula:
   Annual entry-level University Instructor salary divided by 2
   X Percent of semester salary based on 16-unit workload (6.25)
   = Per credit target

   The schedule will automatically increase with any cost-of-living adjustment provided to professional employees.

   *Target amounts are based on FY 08-09. No adjustment made in FY 13.

3. The salaries for temporary part-time faculty at the state college shall be calculated at 95 percent of the university target. The salaries for temporary part-time faculty at the community colleges shall be calculated at 90 percent of the university target.

(B/R 10/03; Added 6/05; A. 7/06, 12/07, 3/08, 3/13)

## Section 7. Compensated Outside Services/Entrepreneurial Activities

In accordance with Board policy, outside professional services, scholarly services, or entrepreneurial activities by NSHE faculty members within their subject matter field and for compensation is recognized as a legitimate activity unless specifically prohibited by the employee's contract. Annually, each institution shall report aggregated information on the professional, scholarly and entrepreneurial activities engaged in by the institution's respective faculty using the form prescribed by the chancellor that is included in the Forms Appendix of this *Procedures and Guidelines Manual*.
(Added 4/11)

## Section 8. Temporary Unpaid Leave (Expires June 30, 2015)

1. Temporary Unpaid Leave. Temporarily require six days per year of unpaid leave per 1.0 FTE for NSHE employees and a corresponding 2.3 percent salary reduction for FY 2014 and FY 2015. For contracts of less than 1.0 FTE, such leave shall be prorated accordingly. Letter of appointment instructors, temporary part-time faculty, residents, and graduate assistants shall not be subject to this furlough requirement. Unpaid leave required by this section is final and not subject to appeal, grievance or reconsideration. The Board shall protect base compensation and benefits for this salary reduction for professional employees. Faculty funded at least 90 percent through external grants and contracts may be excluded from this unpaid leave requirement for the period that such external support continues in FY 2014 and FY 2015, if the resulting salary increase can be paid for by the faculty member's external grants and contracts.

2. Exemptions. Multi-year contracts shall be exempt from the provisions of Subsection 1 if the Chancellor's Office determines there will be an impairment of the contract by implementing the unpaid leave requirement. In addition, the clinical component of University of Nevada School of Medicine salaries shall likewise be exempt from Subsection 1 (and any corresponding salary reduction) due to impairment of contracts with the practice plans.

3. Notice. This section, as approved by the Board, shall constitute constructive notice to all faculty and no individual notice to any faculty member shall be required hereunder to implement the foregoing.

4. Expiration. This section expires by limitation on June 30, 2015.

(Added 6/11; A. 9/11, 6/13)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 4

## GENERAL GUIDELINES AND PROCEDURES


Section 1. AIDS Guidelines ..... 2
Section 2. System Office and Campus Closures (formerly CM 05-01) ..... 3
Section 3. Coordination of Information Request from Executive and Legislative Branches .... 3
Section 4. Limit on Teaching for Graduate Teaching Assistants ..... 4
Section 5. Moving Expenses for presidents (formerly CM 95-2) ..... 4
Section 6. No Smoking Law (formerly CM 95-3) ..... 5
Section 7. Council of Professional Police Standards (formerly CM 03-02) ..... 5
Section 8. System Expectations for Inter-Institutional Relationships (formerly CM 96-01) .....10
Section 9. Interim Information Security Plan for NSHE (formerly CM 03-03) .....11
Section 10. HIPAA Guidelines .....14
Section 11. HIPAA Health Care Components of NSHE .....17
Section 12. Campus Sex Crimes Prevention Act Compliance (formerly CM 02-05) .....18
Section 13. Internal Procedures for Telephone Charges .....24
Section 14. Annual and Sick Leave Record Keeping Guidelines .....25
Section 15. Phase-in Retirement Program .....26
Section 16. Conference/Training Policy .....27
Section 17. System Administration Cellular Phone, Personal Digital Assistant (PDA), and Data Plan Guidelines .....27

## Section 1. AIDS Guidelines

1. The Nevada System of Higher Education (NSHE), in order to address the personal, administrative, medical, and legal problems associated with the Acquired Immune Deficiency Syndrome (AIDS), has established the following guidelines. These are intended to provide direction for our institutions when dealing with the disease of AIDS and AIDS-related issues.

2. The primary response of Nevada System of Higher Education institutions to AIDS should be increasing awareness and education - for students, employees, faculty, and others. Effective education based upon the best currently available information will aid in preventing the spread of the disease.

3. Individuals will not be required to undergo screening for AIDS as a condition of enrollment, employment, or financial services. Faculty, students, and staff who are diagnosed as having AIDS, AIDS-related complex, or a positive antibody test and who are otherwise qualified should be afforded normal classroom attendance, working conditions, student housing, benefits, and participation in curricular and extracurricular activities in an unrestricted manner, as long as they are physically and psychologically able to do so. Decisions regarding such individuals will be made on a case-by-case basis, taking into account the individual's behavior and physical condition.

4. The American College Health Association prepares guidelines on aids-related issues. It is suggested NSHE institutions refer to this report for guidance in addressing local needs.

5. It is also recommended that the Center for Disease Control guidelines be used to insure safety of students, staff, and faculty handling human blood, blood products, and other body secretions.

6. Each NSHE institution will establish procedures to respond to AIDS-related concerns, as well as to public inquiries.

7. The institution guidelines will be revised as necessary, in response to the release of new scientific information.

(B/R 6/88; Added 6/05)

## Section 2. System Office and Campus Closures (formerly CM 05-01)

This is intended to clarify procedures for system and campus closures for any adverse event including weather.

1. The chancellor, or designee, has sole authority to close the entire NSHE or any part of the system for unforeseen events which may include but are not limited to extreme weather conditions, natural disasters, or other emergencies. In the event the governor closes all or any part of the state offices, the chancellor will be notified and will similarly declare NSHE properties closed, as appropriate. When the NSHE or any part of the system is closed, employees at the affected location(s) are granted administrative leave. No other person has authority to close offices or grant administrative leave.

2. The president, or designee, of each campus has the authority to close the campus for unforeseen events (as defined above). The president, or designee, must report such closure to the chancellor and receive acknowledgement, if possible, prior to the closure, unless there is an emergency status that requires immediate action. In the event of a campus closure, employees at the affected institution or location will be granted administrative leave. No other person has the authority to close offices or grant administrative leave.

3. When campuses or offices are open, employees desiring not to report to work due to extreme weather conditions or natural disasters must request and receive approval of annual leave.

4. Employees on previously approved leave during a closure do not get administrative leave credit.

(Added 6/05)

## Section 3. Coordination of Information Request from Executive and Legislative Branches

The Nevada System of Higher Education is committed to providing accurate and timely information regarding public postsecondary education matters to State agencies and the public. To maintain this commitment, all NSHE institutions shall coordinate for submission through the System Office any request for information that is communicated to or transmitted to or from the Executive and Legislative Branches of Government, whether initiated by the institution or the government entity, including but not limited to, requests from or to individual legislators or the Governor, standing committees of the State Legislature, the Legislative Counsel Bureau, and the Budget Division within the Department of Administration.
(Added 6/05; A. 9/12)

## Section 4. Limit on Teaching for Graduate Teaching Assistants

Pursuant to Board policy, Title 4, Chapter 5, graduate teaching assistants may teach no more than two courses per semester subject to the following guidelines:

1. First year graduate assistants without prior teaching experience are to be assigned tasks to assist a professor; that is, grading papers, proctoring examinations, serving as laboratory assistants, leading discussion groups of a subdivided class.

2. First year graduate assistants will be expected to complete, during their first year, a special teaching methods course if they are to teach during their second year. First year graduate assistants may also teach under the supervision of a professor or director while concurrently taking a teaching methods course.

3. Second and third year graduate assistants, after evaluation by their departments, are to be allowed to teach courses following the prescribed course syllabus, in conformity with standards adopted by the department, and at a level determined by the department as appropriate for each individual.

(B/R 3/71, 6/85, 8/86; Added 6/05)

## Section 5. Moving Expenses for Presidents (formerly CM 95-2)

New permanent appointees to the position of president of a NSHE institution may be reimbursed from institutional funds for the following expenses:

- Relocation travel: For the employee and immediate dependent family members.

- Moving household goods: Reasonable moving expenses for household goods that conform to State of Nevada guidelines and limits. Approval for moving expenses must be obtained from the chancellor prior to incurring any such expense.

- Office and Professional Materials: Where such materials are deemed essential to the successful performance of the president as an administrator and/or as an academic faculty member, it is appropriate to be reimbursed for reasonable relocation expenses for office and professional material. Non-state appropriated funds must be used for this item. The extent and composition of allowable materials is subject to the approval of the chancellor.

In the event that moving expenses exceed State of Nevada guidelines, such excess will be submitted to the chancellor for review and approval at the chancellor's discretion. Non-state appropriated funds must be used for any excess.

Should appointee leave employment voluntarily within the first12 months, these moving and relocation expenses shall be repaid in full.
(Added 6/05)

## Section 6. No Smoking Law (formerly CM 95-3)

Policy and State Law

*Nevada Revised Statutes* 202.2491 prohibits the smoking of tobacco in any public building, except within a separate room or area of the building. The person in control of a public building is required to designate a separate room or area in which smoking is permitted and is further required to post "no smoking" signs in the building.

NSHE vice chancellor for Legal Affairs interprets this statute as permitting a person in control of a public building to designate only one room or area in a public building for smoking. The term "building" means any building owned by the Nevada System of Higher Education. It would obviously be inappropriate for any System employee to experience any employment retaliation for complaining about smoking in prohibited areas or for taking action to enforce the state law.

Penalties:

*Nevada Revised Statutes* 202.2492 provides that any person who violates NRS 202.2491 is guilty of a misdemeanor.

The posting of "no smoking" signs and the designation of a separate room or area in a public building for smoking, done pursuant to this law, constitute an order to employees not to smoke tobacco in a public building except in such a designated room or area. Violation of such an order would constitute insubordination, which conduct would authorize disciplinary action to be taken against classified employees under *Nevada Administrative Code* § 284.650 (6) and against professional employees under Section 6.2.1 (d) of the NSHE Code. Section 6.2.2 (m) of the NSHE Code also authorizes disciplinary action against professional employees who violate state law on System premises.

Implementation:

Please take the necessary steps to implement and inform your employees about this policy. (Added 6/05)

## Section 7. Council of Professional Police Standards (formerly CM 03-02)

The Nevada System of Higher Education requires NSHE institutions that have a police department to establish a system to review allegations of misconduct made against police department officers and employees. At present, the University of Nevada, Reno, the University of Nevada, Las Vegas, College of Southern Nevada and Truckee Meadows Community College are the only NSHE institutions that have a police department. The guidelines for establishing an institutional Council of Professional Police Standards are outlined in this procedure.

## I. Name of the Council

The name of the council established at the University of Nevada, Reno shall be the Police Services Board of Professional Standards (hereinafter "board or council.")

The name of the council established at UNLV shall be the Council of Professional Police Standards. (hereinafter "board or council.")

The name of the board established at TMCC shall be called the TMCC Police Department Professional Standards Board. (hereinafter "board or council.")

## II. Council Charge

The council shall review any allegation of misconduct against any employee of a police department of the NSHE and may make recommendations concerning actions of the department or an individual. An allegation of misconduct is defined as any allegation that may result in the imposition of criminal charges, demotion, suspension without pay, or termination. The council shall review investigative materials provided by the Director of Police Services of the University of Nevada, Reno, the Director of Public Safety of the University of Nevada, Las Vegas, or the Police Chief of the Truckee Meadows Community College Police Department (hereinafter "department head.")

The chair of the council shall issue a written report regarding the outcome of an investigation and of all complaints received, to the department head and to the president of the institution.

The department shall maintain a log of each complaint received which shall be assigned a chronological tracking number. Upon receipt, an investigation shall be conducted by the department head and those requiring review will be forwarded to the council. Any complaint lodged against the department head will be referred to the respective vice president for investigation.

The council will convene when notified by the department head at the conclusion of an investigation, or upon request of the president of the institution or any member of the council. The department head will provide the council with copies of the completed internal reports, complaint, and all other information pertaining to the complaint. Personally identifying information concerning employees will be redacted from the documents provided to the council. In the event that confidential information other than personally identifying information is withheld from the council by the department head, the department head will disclose the fact that information was withheld to the council and describe the nature of the information withheld.

If, during the course of a calendar year, there are no allegations of misconduct reported, the council will convene no later than the last day of the spring semester to review *all* complaints received by each respective department.

A report summarizing the complaints, any allegations of police misconduct, and other council activities and actions will be forwarded annually, together with any recommendations, to the department head and the president of each respective institution, and to the chancellor of the NSHE.

## III. Structure of the Council

A. Appointment of Members

1. Council members will be selected by the president from a list of nominations submitted by the appropriate vice president.

2. Council members selected by the president, and prior to appointment, will be subjected to a police background check in order to determine their suitability to serve on the Council and receive information that may be law enforcement sensitive. Felony convictions will be cause for disqualification. All other arrests or convictions may be cause for disqualification. The final decision on suitability for service shall rest with the president upon recommendation of the department head.

3. Nominees will be solicited no later than April 15 of odd numbered years and additionally as needed.

4. Members shall not be current or former members of any law enforcement agency, with the exception of the department head, who will serve in an ex-officio, non-voting capacity.

## IV. Membership-University of Nevada, Reno

1. The director of police services will serve in an ex-officio, non-voting capacity.

2. One classified employee from two nominated by the staff employees' council.

3. The Associated Students of the University of Nevada, Reno (ASUN) president or his/her designee.

4. One non-police member from the police advisory board, who is nominated by the Advisory Board.

5. One administrative faculty member who holds the title director, associate vice president, assistant vice president, or vice president, nominated by the president's council.

6. One member of the academic faculty from two nominated by the faculty senate.

## V. Membership-University of Nevada, Las Vegas

1. No fewer than five members of the UNLV Public Safety Advisory Board who are not in law enforcement shall sit as members of the Council. The Public Safety Advisory Board includes students, faculty, professional staff, classified staff, and at-large community members.

## VI. Membership-Truckee Meadows Community College

1. The chief of police shall serve in an ex-officio, non-voting capacity.

2. The vice president for finance & administration shall serve in an ex-officio, non-voting capacity.

3. One classified employee (from two nominated by the staff employees' council.)

4. One student government member (the president of ASTM or his/her designee.)

5. One non-police member from the police advisory board (nominated by the advisory board.)

6. One administrative faculty member (must hold the title of: director, associate dean, or dean nominated by the president's cabinet.)

7. One member of the academic faculty (from two nominated by the faculty senate.)

8. One community representative appointed by the president.

## VII. Membership-College of Southern Nevada

1. Chief of police, (ex-officio, non-voting).

2. One classified employee (from two nominated by the classified council).

3. One student government member (president of ASCSN or designee)

4. One non-police community member appointed by the president.

5. One administrative faculty member (from two nominated by the cabinet usually dean or above).

6. One member of the academic faculty (from two nominated by the faculty senate).

7. Chief campus administrator for West Charleston Campus, Cheyenne Campus and Henderson Campus

## VIII. Terms of Office

1. Non-student members will serve two-year terms; student members will serve one-year terms.

2. Nominations will be solicited by April 15, with the terms in office to begin the day after Spring Commencement and ending on the day of Spring Commencement after the appropriate term has been served.

3. Solicitations for nominations to replace vacancies will be sought without delay.

4. Members who show lack of interest, or who fail to complete the training requirements, may be replaced at the request of the department head after discussions with the council. Such a recommendation shall be approved by the president.

## IX. Organization of the Council

1. The council will select by vote of those present at the first meeting of each newly appointed council, a chair and a vice-chair.

2. The chair, or in his/her absence, the vice-chair, will convene the council at the request of the department head, president, or other council member, set the agenda, preside at meetings, and serve as spokesperson for the council.

3. A secretary, provided by the department head, will record and distribute meeting notes and maintain the council's files and records.

4. There shall be no provisions for proxy. A majority of voting members constitutes a quorum that is necessary for the council to take action and conduct business. A simple majority of those present shall be required to pass a motion.

5. In the event of a tie, a motion shall be tabled until such time as all five members are present to vote.

## X. Duties of the Council

A. To fulfill the charge as outlined in II above:

    1. Present written recommendations, with supporting narrative, to the department head and to the president.

    2. Prior to the end of each Spring Semester, issue a written report summarizing the complaints made against officers, including any allegations of police misconduct and other board activities and actions, along with any recommendations, to the department head and the president, and to the chancellor.

    3. Maintain the files and records of the council pursuant to NRS 239.073 and make them available to each successive council.

## XI. Training Requirements

1. Council members shall be required to attend training provided by the respective department. Training shall consist of at least the following:

    a. A four (4) hour ride-a-long with a sworn patrol officer of the department.

b. Three (3) hours of departmental orientation, familiarization with department policies, procedures, general orders, organizational makeup and authorized equipment. In addition, board members will receive orientation regarding the provisions of Chapter 284 of *NRS*, the regulations adopted pursuant thereto and NRS 289.010 to 289.120, the applicable sections of *NRS* 396.3291, *NRS* 179A, Chapter 239, and Board of Regents policy.

c. One (1) hour of orientation with policies and procedures of the NSHE personnel manual and the terms and conditions of employment of members of the department.

### XII. Effective Date and Amendments

Nominations for council members will be solicited and appointments made in order for each council to commence their initial terms of office on the day after Spring 2003 commencement.

Amendments to this document are recommended by the council through the respective department head and president to the chancellor. Amendments are effective immediately after review by legal counsel and approval by the chancellor. Changes to this document shall be reported to the Board of Regents and brought to the Board for discussion if the changes are substantive.
(Added 6/05; A 10/08)

## Section 8. System Expectations for Inter-Institutional Relationships (formerly CM 96-01)

The ways in which the institutions within the NSHE interact with each other define, to a large degree, the collegial and collective character of the System. Establishment and maintenance of proper codes of behavior for the conduct of inter-institutional relationship are the responsibility of the chancellor.

The following principles shall establish a foundation for the System expectations:

1. Institutional Comparisons

   Public statements by responsible institutional officers and official publications or other media releases by an NSHE institution shall contain no invidious comparisons about any other institution within the NSHE.

2. Resolution of Perceived Inequities

   Perceptions of inequity in funding or other treatment, whether by region of the State or by type of institution, shall be referred to the chancellor for analysis, explication and, if necessary, resolution. Such allegations should be supported by appropriate data, documentation and argument.

3. Presidential Authority

   Presidents are accountable to the chancellor for the ways in which their institution and its executive officers conduct their proper business with the other members of the NSHE and with the System Administration.

(Added 6/05)

## Section 9. Interim Information Security Plan for NSHE
**(formerly CM 03-03)**

**I. BACKGROUND.** Graham-Leach-Bliley Financial Services Modernization Act of 1999 *(GLB)*, 15 U.S. Code §6801, 16 CFR, Part 314, mandates that in addition to complying with the Privacy Rules of Family Education and Privacy Act and Health Insurance Portability Act financial institutions must take steps to safeguard the security of customers' financial information. The Federal Trade Commission (FTC), which regulates this area, takes the position that these safeguarding rules apply to institutions of higher education. It governs non-public, personally identifiable financial information, such as student loan application information and social security numbers. The FTC has determined that institutions must comply with the Safeguards Rule by May 23, 2003. This Chancellor's Memorandum is intended to serve as the NSHE's Interim Information Security Plan in compliance with the FTC's Safeguards Rule. The sources for this Information Security Plan were obtained from materials provided by the National Association of College and University Business Officers and the National Association of College and University Attorneys.

**II. SCOPE OF THE SECURITY PLAN:** This Plan applies to any record containing nonpublic financial information about a student or other third party who has a relationship with the Institution, whether in paper, electronic or other form, which is handled or maintained by or on behalf of the Institution or its affiliates. For these purposes, the term nonpublic financial information shall mean any information (i) a student or other third party provides in order to obtain a financial service from the Institution, (ii) about a student or other third party resulting from any transaction with the Institution involving a financial service, or (iii) otherwise obtained about a student or other third party in connection with providing a financial service to that person.

**III. ELEMENTS OF THE SECURITY PLAN:**

1. **Risk Identification and Assessment.** This element is intended to identify and assess external and internal risks to the security, confidentiality, and integrity of nonpublic financial information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information whether in electronic, paper or other form. The Security Program Officer will coordinate the establishment of procedures for identifying and assessing such risks in each relevant area of the Institution's operations, including: (1) Employee training and management; (2) Information systems and information processing and disposal; and (3) Detecting, preventing and responding to attacks.

2. **Designing and Implementing Safeguards.** The program officer will, on a regular basis, implement safeguards to control the risks identified through such assessments and to regularly test or otherwise monitor the effectiveness of such safeguards.

3. **Overseeing Service Providers.** The security program officer shall coordinate with those responsible for the third party service procurement activities among the affected departments to raise awareness of, and to institute methods for, selecting and retaining only those service providers that are capable of maintaining appropriate safeguards for nonpublic financial information of students and other third parties to which they will have access.

4. **Adjustments to Plan.** The program officer is responsible for evaluating and adjusting the plan based on the risk identification and assessment activities undertaken pursuant to the program, as well as any material changes to the institution's operations or other circumstances that may have a material impact on the Plan.

**IV. DESIGNATED SECURITY PROGRAM OFFICER.** The president of each institution shall designate a security program officer for the coordination and execution of the information security plan. This designation must be made by May 23, 2003. All correspondence and inquiries should be directed to the security program officer.

**V. RELEVANT RISK ASSESSMENT AREAS.** The following have been identified as relevant areas to be considered when assessing the risks to customer information:

- Employee Management and Training
- Information Systems
- Managing System Failures
- Student Loans
- Student Card Office
- Admissions
- Registrar's Office
- Financial Aid Office
- Accounts Receivable Office
- Residence Life
- Student Health Center
- Continuing Education
- Business Centers
- System Computing Services

**VI. SECURITY POLICY COORDINATION.** The security program officer will coordinate with the above offices to maintain the information security program. The security program officer will provide guidance in complying with all privacy regulations. Each relevant area is responsible to secure customer information in accordance with all privacy guidelines. A written security policy that details the information security policies and processes will be maintained by each relevant area and will be made available to the security program officer upon request. In addition, the information technology department and System Computing Services will maintain and provide access to policies and procedures that protect against any anticipated threats to the security or integrity of electronic customer information and that guard against the unauthorized access or use of such information.

**VII. SERVICE PROVIDERS' CONTRACTS.** Each of the institutions within NSHE will select appropriate service providers that are given access to customer nonpublic financial information in the normal course of business and will contract with them to provide adequate safeguards. In the process of choosing a service provider that will have access to customer information, the evaluation process shall include the ability of the service provider to safeguard customer information. Contracts with service providers shall include the following provisions:

- An explicit acknowledgment that the contract allows the contract partner access to confidential information;
- A specific definition of the confidential information being provided;
- A stipulation that the confidential information will be held in strict confidence and accessed only for the explicit business purpose of the contract;
- A guarantee from the contract partner that it will ensure compliance with the protective conditions outlined in the contract;
- A guarantee from the contract partner that it will protect the confidential information it accesses according to commercially acceptable standards and no less rigorously than it protects its own customers' confidential information;
- A provision allowing for the return or destruction of all confidential information received by the contract partner upon completion of the contract;
- A stipulation allowing the entry of injunctive relief without posting bond in order to prevent or remedy breach of the confidentiality obligations of the contract;
- A stipulation that any violation of the contract's protective conditions amounts to a material breach of contract and entitles NSHE to immediately terminate the contract without penalty;
- A provision allowing auditing of the contract partners' compliance with the contract safeguard requirements; and
- A provision ensuring that the contract's protective requirements shall survive any termination agreement.

These standards shall apply to all existing and future contracts entered into with such third party service providers. While contracts entered into prior to May 23, 2003 may be grandfathered, the Security Program Officer, in cooperation with the vice chancellor for Legal Affairs Office, will take steps to ensure that all relevant future contracts include a privacy clause and that all existing contracts are in compliance with GLB.

**VIII. REASSESSMENT OF INFORMATION SECURITY PLAN.** This information security plan shall be evaluated and adjusted in light of relevant circumstances, including changes in the institution's business arrangements or operations, or as a result of testing and monitoring the safeguards. Periodic auditing of each relevant area's compliance shall be done by the security program officer. Annual risk assessment will be done through the security program officer. Evaluation of the risk of new or changed business arrangements will be done through the vice chancellor for Legal Affairs Office.

(Added 6/05)

## Section 10. HIPAA Guidelines

The purpose of this section is to outline the basics of HIPAA. It may be useful to information technology, accounting, payroll, human resources and auditing staff who are not regularly involved in handling health care records. For more detailed information, you may contact one of the HIPAA Privacy Officers for UNR, UNLV or CSN, or the vice chancellor for Legal Affairs Office of the NSHE.

**What is HIPAA?**

The Health Insurance Portability and Accountability Act (HIPAA) was enacted by Congress on 21 August 1996 to combat waste, fraud and abuse, improve portability of health insurance coverage, and simplify health care administration. HIPAA is intended to promote efficient electronic transmission of health information, enhance patient rights, and provide standards to protect the privacy and security of health information. There are two primary rules at issue. The Privacy Rule protects individually identifiable health information in all forms – verbal, written or electronic. The Security Rule concerns only individually identifiable health information that is maintained, transmitted or received in electronic form.

**Who is covered?**

The institutions within NSHE are not primarily health care providers. We are called a Hybrid Covered Entity under HIPAA, which means that we are allowed to designate which parts of NSHE are covered. Those entities and programs that are covered are free to share health care information with each other for legitimate purposes. Those entities or programs that are not covered may not receive or obtain access to identifiable health information unless authorized by the patient. As an example, most of the School of Medicine is covered; its Human Resources Department is not. It would not be appropriate for the School of Medicine to share a clinical record of an employee/patient with Human Resources unless the patient authorizes the disclosure. The chancellor of NSHE has designated the covered programs and departments. This may be changed from time to time. Any program or department that is not covered is not required to follow any aspect of the Privacy or Security Rules.

**Who must be covered?**

Any program or department that provides a health related service and engages in certain electronic transactions related to payment must be covered. Those programs and departments that provide health related services, but do not engage in any of the specified electronic transactions may choose to be covered as it may assist them in interacting with patients and other providers in the health care industry. The specified electronic transactions include: health care claims, health care payment and remittance advice, coordination of benefits, health care claim status, enrollment and disenrollment in a health plan, eligibility for a health plan, health-plan premium payments, and referral certification and authorization.

**Individually Identifiable Health Information**

HIPAA protects only certain information that may identify a patient. This includes demographic information such as name, address, phone number, age over 70, dates of service and account numbers of all types (social security, date of birth, drivers license, etc.), as well as treatment and billing records.

**Basic Privacy Rule Requirements**

The Privacy Rule requires:

- Provision of information to patients about their privacy rights and how their information can be used;
- Adoption of clear privacy procedures;
- Training of employees so they understand the privacy procedures;
- Designating an individual to be responsible for ensuring that the privacy procedures are adopted and followed;
- Securing patient records containing individually identifiable health information so they are not readily available to those who do not need them.

**Privacy Rule Limitations on Use**

In general, treating professionals are allowed to freely exchange patient information as necessary for treatment without the necessity of obtaining patient authorization. In addition, a health care provider may use and submit information to obtain payment (but not for insurance underwriting), and for internal operations purposes (such as a peer review committee), without patient authorization. If outside non-treating vendors will require access to patient health information in order to perform a service for a covered program (e.g. computer technician, copy service, record storage company, etc.), patient authorization is required unless a business associate agreement is in place. Apart from certain disclosures that may be required in response to subpoenas and other law enforcement measures, any other disclosure outside the covered department requires written patient approval.

**Privacy Rule Patient Rights**

Patients are required to be informed of their rights under HIPAA, which include rights related to access to records, correction of records, and accounting for disclosures. There must be a mechanism in place to receive complaints. Civil and criminal penalties are in place for violations of the law. For example, improperly providing patient data for material gain could result in a criminal violation.

### Security Rule Applicability

The Security Rule applies to all covered programs that receive, transmit or store health care records electronically.

### Basic Security Rule Provisions

### Administrative Procedures

Policies and procedures must be implemented and documented in each of these eight areas:

- Training programs in security management and process issues;
- Formal protocols for controlling access to data;
- Internal audit procedures;
- Contingency plan to ensure continuity and preservation of data in an emergency;
- Security features for initial clearance of all personnel who have access to health information along with ongoing supervision, training and monitoring;
- Security configuration management procedures such as virus checking, hardware and software systems review, and documentation;
- Specific procedures when personnel terminate employment;
- Security management structure that maintains continual risk assessment and sanction policies and procedures.

### Physical Safeguards

Data and data systems must be physically protected from intrusion and environmental hazards with specific attention to the following:

- Designation of a specific person for responsibility of security;
- Controlling access to and altering of computer hardware;
- Implementation of work station security activities;
- Development of disaster/intrusion response and recovery plans;
- Maintenance of security records;
- Implementation of identity verification procedures to physically access sites.

### Technical Security Services

Software control and procedures regarding stored data include these requirements:

- Providing for internal audits and controls within data systems;
- Controlling access by users through authentication;
- Ensuring that stored data is neither altered nor inappropriately accessed/processed;
- Allowing data access during crises.

**Technical Security Mechanisms**

These requirements relate to accessed data and the transmission of stored data, to ensure that data cannot easily be accessed, intercepted or interpreted by unauthorized third parties. (Added 6/05)

## Section 11. HIPAA Health Care Components of NSHE

As of May 6, 2004, NSHE, a hybrid covered entity, designates its health care components as follows:

**UNLV**

- Dental School and any associated clinics;
- Student Health Center and Pharmacy;
- Student Wellness;
- Athletic Training Department;
- Center for Individual and Family Counseling;
- Center for Health Information Analysis;
- National Supercomputing Center for Energy and the Environment.

**UNR**

- University of Nevada School of Medicine as a hybrid covered entity, and as an Organized Health Care Arrangement with its affiliated practice clinics MedSchool Associates South, MedSchool Associates North, and NFPRP *(Mojave Health)*, but excluding from its designation the following Programs/Departments: Department of Geriatric Education, Southern Nevada AHEC, Facilities Management and Human Resources, Craniofacial Clinic, Sexual Abuse Medical Evaluation Clinic, and Medical Students Free Standing Clinic;
- Psychological Service Center;
- Counseling and Testing;
- CEP-Downing Clinic;
- Athletic Training Department;
- Student Health Center;
- Pharmacy.

**CSN**

- Dental Hygiene Clinic
- Dental Faculty Practice
- Diagnostic Medical Sonography

**NSC, DRI, GBC, TMCC, WNC**

- No departments or programs are included.

**NSHE**

- NSHE Accounting and Auditing
- NSHE vice chancellor for Legal Affairs Office,
- UNLV, UNR, and CSN Disbursement Offices
- NSHE, UNLV, UNR, and CSN health and insurance plans
- NSHE, UNLV, UNR, and CSN Information Technology Departments

(Added 6/05)

## Section 12. Campus Sex Crimes Prevention Act Compliance
**(formerly CM 02-05)**

### A. THE FEDERAL CAMPUS SEX CRIMES PREVENTION ACT.

**1. The Campus Sex Crimes Prevention Act (CSCPA) requires campuses to notify campus communities where law enforcement agency information concerning registered sex offenders may be obtained.**

The CSCPA requires sex offenders to register pursuant to State law and to provide notice of each institution of higher education at which the person is employed, carries on a vocation, or is a student and of each change in enrollment or employment status of such person at an institution of higher education in the State. The State must ensure that the registration information collected about offenders employed at or enrolled in institutions of higher education is promptly made available to a law enforcement agency having jurisdiction where such institution is located.[1]

The institution is required to provide as a part of its annual security report:

[1] For NSHE institutions that do not have a campus police department, the "law enforcement agency having jurisdiction where such institution is located" is the law enforcement agency or agencies providing police protection to the institution. For institutions that do maintain a campus police department, several law enforcement agencies will have, as a legal proposition, concurrent jurisdiction where the institution is located, including the campus police department, the sheriff's office of a county, a police department of an incorporated city or a metropolitan police department. Despite the concurrent jurisdiction of multiple law enforcement agencies to provide police services to an institution, however, the campus police department may have primary responsibility for providing police protection to the institution pursuant to an Interlocal Agreement among the various police agencies.

> A statement advising the campus community where law enforcement agency information provided by a State under section 170101(j) of the Violent Crime Control and Law Enforcement Act of 1994 (42 U.S.C. 14071(j)), concerning registered sex offenders may be obtained, such as the law enforcement agency with jurisdiction for the campus, or a computer network address.

20 U.S.C. § 1092(f)(1)(I).

2. The Proposed Guidelines for the Campus Sex Crimes Prevention Act *(CSCPA)* suggest that the Department of Justice will construe the CSCPA as imposing a duty on campus police departments to protect campus communities by providing community notification.

   The Department of Justice published proposed guidelines for the CSCPA on March 8, 2002. The proposed guidelines provide in part:

   Subsection (j)'s requirement to promptly make the information available to a law enforcement agency having jurisdiction where the institution is located is supplementary to the requirement under subsection (b)(2)(A) and (4) of the Wetterling Act (42 U.S.C. 14071(b)(2)(A), (4)) to promptly make information concerning registrants available to a law enforcement agency having jurisdiction where the registrant resides. The legislative history of the Campus Sex Crimes Prevention Act explains subsection (j)'s requirement as follows:

   Once information about an offender's enrollment at, or employment by, an institution of higher education has been provided to a state's sex offender registration program, that information should be shared with that school's law enforcement unit as soon as possible.

   **The reason for this is simple. An institution's law enforcement unit will have the most direct responsibility for protecting that school's community and daily contact with those that should be informed about the presence of the convicted offender.**

   If an institution does not have a campus police department, or other form of state recognized law enforcement agency, the sex offender information could then be shared with a local law enforcement agency having primary jurisdiction for the campus.

146 Cong. Rec. S102216 (Oct. 11, 2000) (remarks of Senator Kyl).

   Thus, if an institution of higher education has a campus police department or other form of state recognized law enforcement agency, state procedures must ensure that information concerning the enrollment or employment of registrants at that institution (and subsequent changes in registrants' enrollment or employment status) is promptly made available to the campus police department or law enforcement agency. If there is no such department or agency at the institution, then state procedures must ensure that this information is promptly made available to some other law enforcement agency having jurisdiction where the institution is located. Regardless of whether an institution of higher education has its own law enforcement unit, the Wetterling Act does not limit the discretion of states to make the information concerning registrants enrolled or working at the institution available to other law enforcement agencies as well.

The CSCPA and the guidelines implementing the CSCPA require or expect that college and university police departments will provide the campus community with clear guidance as to where information about registered sex offenders can be found. Congress left to the colleges the discretion as to how to go about informing the campus communities of registered sex offenders in their midst. The overriding concern of the legislation is that campus police departments or law enforcement agencies responsible for providing police protection to campuses adequately protect the campus communities from registered sex offenders. In order to protect campus communities, campus police departments may have to provide greater notification to campus communities of the enrollment or employment of registered sex offenders than the CSCPA actually requires.

## B. NEVADA'S SEX OFFENDER REGISTRATION LAW.

### 1. Nevada's sex offender registration law requires "the law enforcement agency in whose jurisdiction the sex offender resides or is a student or worker" to register sex offenders and provide community notification.

*NRS* Chapter 179D, which is Nevada's sex offender registration law, requires "the law enforcement agency in whose jurisdiction the sex offender resides or is a student or worker" to register sex offenders and provide community notification of sex offenders within its territorial jurisdiction. *NRS* 179D.730. Sex offenders present within a jurisdiction for 48 hours or more also must register in the jurisdiction. *NRS* 179D.240, 179D.460.

*NRS* 179D.730 establishes minimum levels of community notification on the basis of an offender's risk of recidivism. If the risk of recidivism is low, the sex offender is assigned a Tier 1 level of notification. If the risk is moderate, the sex offender must be assigned a Tier 2 level of notification. If the risk of recidivism is high, the sex offender must be assigned a Tier 3 level of notification. *NRS* 179D.730 imposes a duty on "the law enforcement agency in whose jurisdiction the sex offender resides or is a student or worker" to provide the appropriate level of community notification.

"Local law enforcement agency" is defined in *NRS* 179D.050 to mean: "1. The sheriff's office of a county; 2. A metropolitan police department; or 3. A police department of an incorporated city." Although a campus police department has primary jurisdiction for providing police services to the campus community and would be "the law enforcement agency in whose jurisdiction the sex offender resides or is a student or worker" with respect to offenders enrolled at or employed by the college or university, it is not a "local law enforcement agency" responsible for providing community notification pursuant to State law because it is not listed in the definition of "local law enforcement agency" in *NRS* 179D.050.[2]

[2] If the Nevada Legislature were to amend NRS 179D.050 by adding "college or university police departments" to the definition of "local law enforcement agency," then all of NRS Chapter 179D would apply to NSHE institutions maintaining campus police departments, and they would be required to register sex offenders and provide appropriate community notification.

*NRS* Chapter 179D does not require college or university police departments to register sex offenders or to provide community notification of sex offenders who are enrolled in or employed by an institution or who are present for 48 hours or more because college and university police department departments are not included in the definition of "local law enforcement agency" in NRS 179D.050.

## C. THE RESPONSIBILITIES OF NSHE INSTITUTIONS MAINTAINING CAMPUS POLICE DEPARTMENTS.

### 1. Because UNR, UNLV, AND TMCC police departments have assumed primary responsibility for providing police protection to their campuses in Interlocal Agreements with local law enforcement agencies, they are "the law enforcement agency" in whose jurisdiction the sex offender is a student or worker with a duty to register sex offenders and provide community notification pursuant to *NRS* chapter 179D.

Although several law enforcement agencies have concurrent jurisdiction over UNR, UNLV, and TMCC's property, the agencies have, by agreement, made campus police departments primarily responsible for providing police protection to these campuses. Because these campus police departments have assumed the primary responsibility to provide police protection, these police departments are the "law enforcement agency in whose jurisdiction the sex offender is a student or worker" or in which the sex offender is present for 48 hours or more. These departments, accordingly, must register sex offenders and provide community notification to the campus communities pursuant to NRS Chapter 179D.3

[3] "Worker" is defined broadly in NRS 179D.120:

1. "Worker" means a person who engages in or who knows or reasonably should know that he will engage in any type of occupation, employment, work or volunteer service on a full-time or part-time basis within this state for:
(a) Any period exceeding 14 days; or
(b) More than 30 days, in the aggregate, during any calendar year,
whether or not the person engages in or will engage in the occupation, employment, work or volunteer service for compensation or for the purposes of a governmental or educational benefit.

2. The term includes, but is not limited to:
(a) A person who is self-employed.
(b) An employee of an independent contractor.
(c) A paid or unpaid intern, extern, aide, assistant or volunteer.

A NSHE institution maintaining a campus police department must provide community notification consistent with the requirements of *NRS* 179D.730. When an offender is assigned a Tier 1 level of notification, meaning that the risk of recidivism is low, a campus police department will notify other law enforcement agencies that are likely to encounter the sex offender. This is required by the *NRS* 179D.730(1)(a). The offender's name may be posted to the campus police department's website. The campus police department may post the offender's picture and a description of the crime on the website, and may conduct community notification if the campus police department determines there may be a danger to the campus community. This is consistent with *NRS* 179D.710(3).

When an offender is assigned a Tier 2 level of notification, meaning the offender is a moderate risk of re-offending, the campus police department will notify other law enforcement agencies that are likely to encounter the sex offender and will notify schools, religious and youth organizations situated on or adjacent to the campus that are likely to encounter the sex offender. This level of notification is required by *NRS* 179D.730(1)(b). Where the campus police department determines that there may be a danger to the campus, the offender's name may be posted to the website, the offender's picture and a description of the crime may be posted on the website, and the campus police department may provide notification to the University community. These actions are consistent with *NRS* 179D.710(3).

When an offender is assigned a Tier 3 level of notification, meaning the offender is a high risk of re-offending, the campus police department will, in addition to providing the required Tier 1 and 2 level of notification, notify the campus community through the use of flyers, photographs, email, and other means designed to reach members of the campus community who are likely to encounter the sex offender. This level of notification is required by *NRS* 179D.730(1)(c).

When an offender is assigned a Tier 2 or 3 level of notification and the sex offender has committed a sexual offense against a person less than 18 years of age, the campus police department will provide the appropriate notification for Tier 2 or Tier 3 and, in addition, will notify: (a) motion picture theaters, other than adult motion picture theaters, which are likely to encounter the sex offender; and (b) businesses which are likely to encounter the sex offender and which primarily have children as customers or conduct events that primarily children attend. This level of notification must include a copy of a photograph of the sex offender and is required by *NRS* 179D.730(2).

Chapter 179D sets forth minimum levels of notification and grants law enforcement the right to provide supplemental notification where the law enforcement agency determines the offender poses a threat to the safety of the public. The community notification procedures described in this procedure reflect what is required or permitted by law.

## D. THE RESPONSIBILITIES OF NSHE INSTITUTIONS THAT DO NOT MAINTAIN CAMPUS POLICE DEPARTMENTS.

All NSHE institutions, including those that do not maintain campus police departments, must comply with the CSCPA by providing, as a part of its annual security report, "a statement advising the campus community where law enforcement agency information provided by a State . . . concerning registered sex offenders may be obtained, such as the law enforcement agency with jurisdiction for the campus, or a computer network address."

NSHE institutions that do not maintain campus police departments should determine whether they are parties to Interlocal Agreements with local law enforcement agencies for the provisions of police protection to the campuses. Unless the colleges, by agreement, assumed responsibility for providing some level of police protection to their campuses that would trigger duties under Chapter 179D, the local law enforcement agency with jurisdiction for the campus would be responsible for registration and notification. The colleges also should communicate with the local law enforcement agencies with jurisdiction over the campus for the purpose of assuring themselves that information concerning registered sex offenders will be available to the campus community. If the colleges have assumed any responsibility for providing notification to the campus community, they must provide the minimum levels of notification required by *NRS* 179D.730.

## E. LIABILITY.

An institution may be liable for the failure of its campus police department to disclose the enrollment or employment of a registered sex offender who assaults a student or employee. Although the CSCPA, which is part of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, provides that the failure to comply with the act does not create a cause of action against any institution of higher education or any employee of such an institution, a claim could be brought under State law alleging that the campus police department was negligent in failing to disclose or failing to adequately disclose the enrollment or employment of an offender. Similarly, institutions that do not maintain campus police departments, but which may have assumed responsibility for providing some degree of notification to the campus community, may be liable for failing to provide the notification required by *NRS* 179D.730.

Like the CSCPA, Chapter 179D contains an immunity provision shielding law enforcement agencies and its officers from liability for acts or omissions relating to the disclosure of information. However, campus police departments may not be able to make use of this immunity provision because campus police departments, which will register offenders and provide community notification pursuant to Interlocal Agreements, are not included in the definition of "local law enforcement agency" in *NRS* 179D.050.

Amendment of *NRS* 179D.050 would clarify the responsibility of campus police departments and would limit the liability of institutions by giving campus police departments the benefit of *NRS* 179D.850, which grants immunity for acts or omissions relating to the accuracy of information in a record of registration and the disclosure of or the failure to disclose information.

Questions about compliance with the Campus Sex Crimes Prevention Act or Chapter 179D should be addressed to the Vice chancellor for Legal Affairs.
(Added 6/05)

## Section 13. Internal Procedures for Telephone Charges

Telephone Use:

Sound internal control procedures require that each institution be responsible for creating policies that provide adequate review of its telephone charges on a monthly basis. The telephone charges should be filed either at the department level or with accounts payable for at least three years. Charging personal toll calls to institutional funds is strictly prohibited.

Where assigned, access codes or pin numbers should not be shared. These codes should always be cancelled when an employee terminates his/her employment.

Cell Phone Use:

Employee Owned Cell Phone Used For Business Purposes: The System will reimburse employees for the cost of all Institution business calls placed from their personal cellular telephone. The Institution will not reimburse any portion of the monthly service charges associated with personal cellular telephones nor will the Institution accept any fiscal or legal liability for a personal cellular telephone used for business. Institutions may develop policies limiting or prohibiting employees from making business calls on personal cellular telephones.

Institution Owned Cell Phone Used For Personal Purposes: Employees are discouraged from making or receiving personal telephone calls or cellular phone text messages using institutional resources. NSHE does recognize that under certain circumstances, however, an employee will need to make or receive a telephone call or text message from an institutional phone (including institutional long distance charges and institutional cellular phones and/or other wireless devices) of a personal nature. When those personal telephone calls or cellular text messages incur an additional charge to the institution, it is the employees' responsibility to reimburse the institution for that charge promptly. In addition, when personal calls or cellular text messages are made and/or received on institutional cellular phones, the employee is responsible for reimbursement of the prorated share of the charges for personal use of the cellular or wireless devices. In addition, the employee must reimburse any purchase of specialized ring tones, video games, or software programs on institutional or corporate liable cellular phones to the institution.

Cell Phone Allowance Program: For institutions that adopt a cell phone allowance program, those employees who have a documented business need for a cellular telephone may receive an allowance for the devices and the monthly services. The intent of this policy is to be at least revenue neutral, meaning that it is anticipated that the cost of necessary cell phone service will be no more than the amounts being paid currently, but the policy change will improve efficiency by minimizing the time in processing cell phone bills. This policy is also not intended to expand the number of cell phone users/allowances.
(Added 6/05; A. 11/05, 3/13)

## Section 14. Annual and Sick Leave Record Keeping Guidelines

Per Title 4, Chapter 3 of the *Board of Regents Handbook* each appointing authority must keep accurate and complete records of earned and used leave for each NSHE employee. Such records will be kept as designated by the appropriate Human Resource office. Leave records are subject to examination by those persons in the employee's chain of command, by Human Resource officials, and by internal or external auditors.

Insofar as possible, all leave must be requested and approved in advance by the supervisor or other appropriate administrative officer according to the policies for each type of leave as contained Title 4, Chapter 3 of the Handbook. The approval and recording of unanticipated leave must occur immediately after use of the leave.

Sick Leave: Full-time professional staff members on an "A" or "B" contract shall be granted sick leave as required, up to 30 working days at full salary, available at any time during the initial 12 months of service. Part-time professional staff members on an "A" or "B" contract shall be granted a pro rata amount as appropriate.

Beginning one year after the starting date of his or her initial contract, each full-time staff member will begin to accrue additional sick leave at the rate of two days for each full month of paid service, to be added to any remaining balance of unused sick leave from the first 12 months of service. Sick Leave may be cumulative from year to year, not to exceed 96 days as of the first day of each fiscal year, and any sick leave in excess of 96 days is forfeited on that date. Part-time staff members will earn a pro rata amount of sick leave for each calendar month worked.

Paid sick leave shall not be granted in excess of sick leave earned except as provided in the extended salary sick leave policy as outlined in Title 4, Chapter 3 of the *Handbook*. The employee shall not be paid for any unused sick leave upon termination of employment.

Annual Leave: All professional staff members on a full-time 12-month appointment ("A" contract) earn annual leave at the rate of two working days for each full calendar month of service. Prorated credit shall be earned for partial months of service. Professional staff members on a part-time 12-month appointment earn pro rata annual leave credit.

Annual leave may be cumulative from year to year, not to exceed 48 days as of the first day of each fiscal year, and any annual leave in excess of 48 days is forfeited on that date. No compensation will be authorized for unused or excess leave at the end of each fiscal year. Earned annual leave shall be taken at a time approved or directed by the supervisor or other appropriate administrative officer. Insofar as possible, approval to use annual leave must be secured in advance, in accordance with the provisions contained in Title 4, Chapter 3 of the *Handbook*.

Employees shall be given an opportunity to use accumulated annual leave in excess of 48 working days prior to the last day of the fiscal year provided a request for leave is given by the employee no later than April 1 to the supervisor or other appropriate administrative officer.

Professional staff on an “A” contract appointment who resign or retire shall be entitled to be paid for unused accumulated annual leave up to the maximum of 48 days, unless the supervisor or other appropriate administrative officer directs the employee, in writing, to use all or a portion of the accumulated leave prior to the final date of employment.
(Added 6/05; A. 12/05)

## Section 15. Phase-in Retirement Program

This program allows faculty and professional staff to phase-in their retirement (generally between a .50 and .75 FTE course load or work assignment) over an agreed-upon period of time, not to exceed five years. During the phase-in, the institution and employee will continue contributing to their retirement plan as if they were employed 100percent FTE.

The phase-in process is governed by a formal contract between the employee and the NSHE. The basic provisions of the program are outlined below. If you have further questions about the phased-in retirement program, please contact the Human Resources Office on your campus.

**Eligibility**

The employee must have attained the age of 65 and completed at least five years of service with the institution at the expiration of the term of the agreement;

OR

have attained the age of 60 and completed at least 10 years of service with the institution at the expiration of the term of the agreement;

OR

at any age have completed 30 or more years of service with the institution at the expiration of the term of the agreement.

**Process**

- The employee requests an application form from the institution’s Human Resource office.
- The employee completes the application and forwards it through the chain of command for signatures from the employee’s chairperson, dean, provost/vice president, and president.
- The completed and signed form is sent to the campus Human Resources office, which officially determines eligibility.
- Human Resources notifies the employee of the status of their application.
- If the application is approved, the Human Resources office types the formal agreement and sends the agreement through the chain of command for signatures.
- No contract exists until such time as the agreement has been fully executed by the president of the institution.
- Any changes to the agreement, once executed, must be endorsed by the president and approved by the NSHE Chancellor.

**Enrollment Period and Application Deadline**

- Completed applications for consideration of phased-in retirement will be due on February 1 of each year for the following Fall semester. The form must contain all required signatures by that date.

(Added 6/05; A. 12/05)

## Section 16. Conference/Training Policy

All System professional staff are eligible to request attendance annually for one out-of-state conference/meeting, to be paid for by the System that is applicable to their job duties and is approved by their supervisor. Any exceptions to this policy must be approved by the chancellor. (Added 7/06)

## Section 17. System Administration Cellular Phone, Personal Digital Assistant (PDA), and Data Plan Guidelines

1. The NSHE System Administration Office, including its units, shall not purchase cellular phones or Personal Digital Assistants (PDA) or enter into monthly cellular phone, PDA or data plan contracts, except as provided in this section.

2. Allowance for Cellular Phone, PDA or Data Plan

    a. Employees who have a documented business need for a cellular phone or PDA may receive an allowance for a portion of the monthly services as provided in this section.

    b. Employees who have a documented business need for a data plan for Internet access for a tablet, laptop or similar device may receive a allowance for the data plan as provided in this section.

    c. An employee may not receive more than one allowance as provided in this section unless the employee's direct supervisor determines there is a documented business need for a cellular phone/PDA allowance and a data plan allowance.

    d. An employee cannot request an allowance greater than the cost of the plan. The employee may be asked for documentation showing he or she is not being reimbursed over the cost of the plan.

3. Procedure. All employees with a regular business-related need for a cellular phone, PDA, or data plan allowance must complete the "Cellular Phone / PDA / Data Plan Allowance Request Form." This form must be approved by the employee's direct supervisor as well as by the appropriate vice chancellor.

a. Once completed, the original, signed form should be sent to the vice chancellor of Finance to be processed through the appropriate controller/payroll unit. Once received and processed, a monthly allowance will be added to the employee's paycheck each month. This allowance amount will be charged to the appropriate departmental operating budget as indicated on the request form.

b. Neither the employee's purchasing card nor the departmental purchasing card may be used to pay for cellular phones/PDA devices or the monthly charges unless an exception is granted to issue an NSHE phone.

c. The stipend will terminate effective with the employee's last day of employment, regardless of the employee's cell-phone contract length.

4. Amount of the Cellular/PDA Service Allowance. The amount of the monthly allowance represents a sharing of the cost of a typical contract necessary to meet business related needs for voice and data services for a cellular phone or PDA. The System offers a monthly allowance for voice and data plans for cellular and PDA service based on usage level. An average usage level is based on the expectation that approximately 25 percent or more of the monthly minutes and data used are work related. A high usage level is based on the expectation that 50percent or more of the monthly minutes and data usage are work related. No extra allowance will be provided for text message services.

| Usage Level | Voice and Data Allowance for Cellular or PDA Service |
|---|---|
| Average Usage | $50 per month |
| High Usage | $75 per month |

a. This allowance does not represent an increase in base pay.

b. The allowance will continue until the Vice Chancellor of Finance Office is notified in writing either by the employee or the supervisor that the allowance is to cease.

c. The Vice Chancellor of Finance will maintain a list of employees who receive this stipend and will provide this list to the responsible vice chancellors for a review on an annual basis. A yearly review of the need for a cellular phone or PDA or data plan will be conducted by the appropriate vice chancellor.

d. No additional reimbursement will be provided to those receiving a monthly allowance even if the monthly charges to the employee exceed the allowance amount. When contracting for services, the employee should inquire as to the availability of any discounts that may be available to NSHE employees.

5. Amount of the Data Plan Allowance for Internet Access. The amount of the data plan allowance for Internet access for a device such as a tablet or laptop is based on the amount of data usage for the device. This allowance does not cover any costs related to the use of a System-issued laptop for the purpose of checking email messages after hours or out of the office.

| Data | Data Plan Allowance |
|---|---|
| 6 GB | $20 per month |
| 12 GB | $45 per month |

6. Equipment Allowance Prohibited. No allowance will be made towards the purchase of personally owned cellular, PDA, tablet, or laptop equipment. Likewise, System funds may not be used to pay for accessories or applications/ software without prior written authorization.

7. Policy Regarding Use of a Personal Cellular Phone, PDA or Other Device. Because the cellular phone, PDA, tablet, laptop or similar device for which a monthly allowance is approved is owned by the employee, the device may be used by the employee for both personal and business-related purposes. The employee may also use the allowance as he or she sees fit in order to obtain cellular or PDA service or a data plan, and may freely use it to purchase an individual cellular plan, a so-called "family" plan, or data sharing plan.

    a. All contracts for service or a data plan must be taken out in the name of the employee receiving the allowance and may not be taken out in the name of NSHE.

    b. As a condition of receiving the allowance, the employee understands and agrees that the employee may be contacted through his or her personal cell phone number for work-related matters as reasonably necessary during regular or after business hours. Special rules may apply to contacting hourly employees for substantive work issues after hours.

    c. As a condition of receiving the allowance, the employee understands and agrees to maintain an active cellular phone, PDA or data plan, as applicable, as long as an approved allowance is in place.

    d. Federal law may allow an employee to deduct the business-related portion of the bill for cellular phone/PDA service or for a data plan on the employee's federal income tax return. If applicable, the employee is responsible for any required documentation.

8. Support for Cellular Phones, PDAs, and Data Plans. All support for cellular phones, PDAs, and data plans is provided by the cellular or mobile service company chosen by the employee. System Computing Services (SCS) cannot offer any support for individually owned cellular phones, PDAs, tablets, laptops, or similar devices. However, SCS will provide support for NSHE provided software that is used on those devices to synchronize them with NSHE email accounts, calendars or other NSHE systems and services if available for the particular device and if reasonable security protocols can be established. If an employee intends to try to link a personal device to NSHE systems and services, the employee should contact SCS before purchasing a particular device in order to ascertain the extent to which such linkage is feasible.

9. Changes to Service Contracts. NSHE reserves the right to change or terminate this policy regarding allowances for cellular phone or PDA service or data plans at any time. Individuals eligible for receipt of an allowance should understand that they are personally liable for monthly charges or termination fees, regardless of employment status or any change in this reimbursement policy.

10. Special Procedures for NSHE owned cellular phones and PDAs. In some situations, it may be necessary or advantageous for NSHE to own and pay the monthly service charges for cellular phones or PDAs. The purchase and use of such devices must be approved in advance by the supervisor and appropriate vice chancellor. In those cases where NSHE directly pays for the cellular voice or PDA contract, the cellular phone or PDA may not be used for personal purposes, and the monthly bills may be audited for such personal use. Violation of this policy may result in disciplinary action. NSHE-owned cell phone records are subject to public records review and disclosure, with limited exceptions, as provided under Nevada law.

(Added 3/13)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 5

# FISCAL PROCEDURES


Section 1. Management of Host Accounts/Expenditures (formerly CM 01-02) ..... 2
Section 2. Purchasing and Related Procedures ..... 4
Section 3. Preparation and Approval of Contracts (formerly CM 02-04) ..... 10
Section 4. General Guidelines for Physical Master Plans to be Incorporated into the NSHE Master Plan ..... 70
Section 5. Capital Improvements and Facilities Management ..... 70
Section 6. Codification of Fair Labor Practices in Contracts for Products that Bear any NSHE Logo (formerly CM 98-3) ..... 71
Section 7. Accounting Procedures for State Supported Summer Session Nursing and Nursing Prerequisite Courses ..... 71
Section 8. Operating Cost-Savings Measure ..... 72
Section 9. Purchasing Card Program Best Practices ..... 78
Section 10. Payment Card Industry (PCI) Compliance Procedures ..... 79
Section 11. Travel ..... 79
Section 12. Allocation Principles for Applied Research Initiatives ..... 82
Section 13. Intangible Asset Policy ..... 82
Section 14. Capital Improvement Policy ..... 84

**CHAPTER 5**

**FISCAL PROCEDURES**

## Section 1. Management of Host Accounts/Expenditures (formerly CM 01-02)

Requests by a president for reimbursement of expenses from president's Host funds must be submitted to the chancellor for approval. The president's hosting claims cannot be approved by employees subordinate to the president. Similarly, the chancellor must request approval from the Board Chair for reimbursements from chancellor's Host funds.

All host account expenditures (both president's Host funds and Institutional Host funds) must conform to Board of Regents' policy and chancellor's procedures established herein, and claims for reimbursement must include proper documentation.

For a president's or chancellor's spouse, significant other or guest, host account funds may be used to pay transportation, lodging, and meal expenses (in accordance with the standard reimbursement rates) when she or he by reason of a personal relationship is expected to accompany the president or chancellor to events outside a 50-mile radius from home for the purpose of assisting the president/chancellor in representing the institution/system.

These procedures are in addition to the Board of Regents' policies on host expenditures defined in the *Handbook*, Title 4, Chapter 10.

1. Authority. The authority to designate a specific account as a host account is delegated by the NSHE Board of Regents to the chancellor (for System Administration) and to the presidents (for each institution). Due to the sensitive nature of hosting expenditures, the president may not delegate signature authority below the level of vice president, deans, or direct reports to the president.

2. Restrictions. Host account expenditures may not be used to circumvent state or institutional regulations that restrict reimbursement rates for state-funded activities.

    a. Host funds shall not be used to reimburse employees for expenses incurred while in travel status in excess of state-approved lodging and/or per diem rates.

    b. Per diem will not be reimbursed to an employee or contractor for meals that have been otherwise paid as a host expense.

3. Participants. Host expenditures are warranted for business events and functions where personnel external to an institution are necessarily in attendance. Where the only participants at a business event or function are institutional employees, host expenditures may be approved by the person with account-signature authority if:

    a. It is a special event, such as a retreat, retirement or annual recognition or award ceremony, or

    b. It is a business meeting or workshop, scheduled for a specific agenda that runs through normal meal or break times and whose schedule permits the efficient gathering of employees from different offices or units across the institution.

c. Spousal cost is reimbursable if approved by the president of the institution.

4. Documentation. Hosting expenditures should be documented in accordance with Internal Revenue Service guidelines for expense substantiation. This includes, but is not limited to, amount, date, time, place, business purpose, and business relationship of those attending the function. This is referred to as the "who, what, when, where and why" substantiation. In the case of large gatherings, identification of groups of people invited may be satisfactory. All receipts submitted for payment must be originals that clearly indicate the vendor and date of purchase.

5. Annual Review Required. Each host account will be reviewed annually by the institution's Controller or designee to determine that the account continues to be necessary for hosting purposes.

6. Accountability. System wide procedures for the management of host accounts within the guidelines of this section are established by the chancellor. Institutions may adopt more restrictive standards and should include them in their administrative procedures manual. The chancellor and presidents are responsible for oversight of the host accounts created under their respective authority.

7. Table Purchases. The purchasing of tables at charity events or other public functions by the System institutions shall be limited:

   a. The decision to purchase a table shall be governed by the following standards, with an assumption that the decision to purchase a table would normally be made on the basis of affirmative answers to two or more of these standards:

      I. Is it an event at which individuals are likely to be present with whom the chancellor, institutional president, or an appropriate representative wishes to interact on pressing System or institutional business? Will attendance at the event enable or advance such interaction, either at the event or later?

      II. Is it an event at which individuals are likely to be present with whom the chancellor, institutional president, or an appropriate university representative wishes to interact in order to advance fund-raising or community relations goals? Will attendance at the event enable or advance such interaction, either at the event or later?

      III. Is it such a high-profile event that attendance by the chancellor, institutional president, or appropriate university representative is important to the recognition of the NSHE or System institution as an important corporate citizen in Nevada?

      IV. Is it an event at which students and/or faculty from the System institution can meet and interact with special guests for educational purposes?

      V. Will the event honor an individual who is – or has been – a significant donor to or supporter of the System institution? Will attendance by System or institutional representatives either convey thanks for such private support in an important and meaningful way or advance the institution's conversations with the individual about additional future support?

   b. No tables will be purchased by System institutions at events hosted by other institutions within the NSHE.

c. No tables will be purchased by System institutions at events hosted by organizations officially registered as political action committees.

d. System institutions shall be limited in their expenditures of host funds for table purchases not to exceed $30,000 annually:

I. If a private donor or corporation provides a donation specifically for a System institution to purchase a table, the donation shall not count toward the institution's annual limit.

II. Donations/Foundation purchases are included in the above table restrictions.

e. On a case-by-case basis, the chancellor may grant waivers for table purchases exceeding the annual purchase limit established in subsection 7.d. Upon request and proper documentation, the chancellor may grant a waiver for a particular event or, if appropriate, an increase in the limit. In the latter case, the institution shall provide details on the actual expenditures in order to allow compliance with the reporting requirements of this subsection. Any request for a waiver must be copied to the vice chancellor for finance who will report all such exceptions to the Board of Regents.

(Added 6/05; A. 1/06, 4/06, 3/08, 11/12)

## Section 2. Purchasing and Related Procedures

The Business Centers conform to the following procedures:

I. Basic Purchasing Procedure. Except for personal/consultant services involving technical, professional or specialized skills or training and as noted in Chapter 5, Section 2c, all materials, supplies, equipment, services, and construction shall be purchased from the lowest responsive and responsible bidder after giving due consideration to price, life cycle cost, quality, availability, conformance to specifications, financial capability and service. The Purchasing Department of each Business Center may develop more detailed policies and procedures for purchasing activities as long as they are in compliance with the limits and delegations defined in the Board of Regents Purchasing Policy (Title 4, Chapter 10). The Purchasing Division of each Business Center will develop specific policies for obtaining personal/consultant services involving technical, professional or specialized skills or training, including architects, engineers, and other design professionals.

a. Single or conglomerate purchases from a single vendor, the estimated cost of which is $50,000 or more shall be purchased after the Purchasing Department:

(1) advertises for bids at least once in a newspaper of general circulation in the area of the campus to be supplied and not less than four (4) calendar days prior to opening bids;

(2) gives written notice to pertinent vendors on the "vendors list"; and

(3) publicly opens, reads aloud and records sealed bids at the time and place so advertised.

b. A contract of any nature may be entered into without advertising when the estimated amount required to perform the contract is less than $50,000:

(1) if the estimated amount required to perform the contract is $25,000 or more, but is less than $50,000, requests for quotes must be solicited from two or more responsible vendors capable of performing the contract, if available;

(2) the Purchasing Department shall maintain a record of all written requests for quotes and responses received, in accordance with the Nevada System of Higher Education Policy covering record retention; and

(3) nothing in this section prohibits the advertising for or requesting of bids for purchase of any dollar amount.

c. Except as noted below, all other purchases shall be made by the Purchasing Department after following generally accepted purchasing procedures for the economical and timely procurement of materials, supplies, equipment, services and construction.

The Purchasing Department may grant a competitive bidding exception for the following, and if such an exception is granted, the rationale/justification for it must be in writing, approved by the Purchasing Department, and included in the Purchasing file for this transaction:

(1) Proprietary, single, or sole source items.

(2) Purchasing may solicit and accept advantageous trade-in allowance for personal property which has been determined to be of no further use to the Business Center and may award any bid to the bidder submitting the lowest net bid after deduction of such trade-in allowance.

(3) In the case of supplies, materials or equipment which can be purchased at any court-ordered auction, closeout, bankruptcy or other similar sale may be made by the Purchasing Department or their authorized representative and at a reasonable savings over the cost of like merchandise and below market cost of the area, a contract or contracts may be let or purchase made without complying with the requirements for competitive bidding. Documentation for such purchase or acquisition must be made for record and approved by the Chief Business Officer of the institution.

(4) Once Purchasing has advertised for or requested formal bids or proposals in letting a contract and no responsive and responsible bids or proposals were received, Purchasing may negotiate a contract with reasonably interested parties without further need for competitive bidding.

(5) Contracts which by their nature are not adapted to award by competitive bidding including contracts for such items or services which may only be contracted from a single or sole source; conventions; workshops; seminar rooms; special functions, purchase of perishable goods; books; subscriptions; library materials; and

(6) Nothing in this section prohibits advertising for or requesting bids.

d. With the written permission of the Chief Business Officer of the institution involved, a contract may be instituted in an "emergency" situation by waiving the necessary advertising or bidding requirements of this chapter. In any such case, a full written record shall be made of the circumstances. An emergency is defined as one which:

(1) results from the occurrence of a disaster such as, but not limited to, fire, flood, hurricane, riot, power outage or disease; or

(2) may endanger the health, safety or welfare of the students, faculty, staff or public if not immediately resolved.

e. Livestock purchases for College of Agriculture programs may be made by the Dean of the College without reference to the Purchasing Department.

f. Purchases in excess of $10,000 of specially selected hay for use by the College of Agriculture in research or experimental tests may be made after solicitation of three written quotes.

g. Capital Construction.

Any new construction, repair, improvement, or reconstruction on land, appurtenances and buildings of the Nevada System of Higher Education, the estimated cost of which is $25,000 or more, which is intended for long-term, continued use or which extends the useful life of a capital asset, is deemed a capital construction project.

The respective institutional Facilities Departments must provide direct oversight for all capital construction projects, including remodeling projects. Facilities Management staff will be sufficiently involved in the project review, approval, and management of all capital construction projects to ensure compliance with all internal and external requirements.

Upon the request of a campus of the Nevada System of Higher Education, the State Public Works Board may delegate to that campus any of the authority granted to the State Public Works Board pursuant to *Nevada Revised Statutes* (NRS) 341.141 to *NRS* 341.148, inclusive.

A contract for a capital construction project for the Nevada System of Higher Education may be entered into without advertising for sealed bids if the estimated cost to perform the contract is less than $100,000.

(1) If the estimated amount for performing the contact is more than $25,000, but is less than $100,000, requests for firm written quotations must be solicited from not less than three responsible bidders capable of performing the contract. The Nevada System of Higher Education may award the contact to the lowest bidder or reject all quotations. Nothing in this section prohibits the advertising for or requesting of bids for purchase of any dollar amount.

(2) Such projects over $100,000 shall be advertised in a newspaper of general circulation in the area of the campus where the work is to be performed and not less than four (4) calendar days prior to opening bids.

(3) Separate sealed bids for each capital construction project are required.

(4) Approved plans and specifications for the capital construction project must be on file at a place and time stated in the advertisement for the inspection of all persons desiring to bid thereon and for other interested persons.

(5) The institution may accept bids on either the whole or part of the construction, equipment and furnishings, and may let separate contracts for different and separate portions of any project, or a combination contract for structural mechanical and electrical construction if savings will result to the lowest bidder.

(6) The provisions of subsection (g) apply to all capital construction projects funded in whole or in part by state appropriations.

(7) An agreement for a capital construction project, funded totally from non-appropriated sources, may be entered into with a contractor that satisfies any qualifications required by the NSHE institution.

(8) Before any contract for a capital construction project exceeding $100,000, or as otherwise specified in *Nevada Revised Statutes* 339.025, is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor:

   a. A performance bond in an amount to be fixed by the contracting body, but not less than 50 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The bond must be solely for the protection of the NSHE, which awarded the contract.

   b. A payment bond in an amount to be fixed by the NSHE, but not less than 50 percent of the contract amount. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such contract.

(9) One or more surety companies authorized to do business in the State of Nevada must execute each of the bonds required pursuant to this section. If the contracting body is the State of Nevada or any officers, employee, board, bureau, commission, department, agency or institution thereof, the bonds must be payable to the contracting body.

(10) Each of the bonds must be filed in the office of the NSHE institution that awarded the contract for which the bonds were given.

(11) Nothing in this section prohibits a contracting body from requiring bonds.

(12) Contracts for Design-Build; Lease-Purchase; Installment-Purchase; or similar approaches to procure facilities must also follow appropriate public solicitation procedures, which at a minimum provide vendors with an appropriate opportunity to respond to institutional needs. Projects of these types shall be subject to an appropriate public solicitation process, which must be approved by the appropriate Purchasing Department and consistent with applicable NRS Chapter 338 provisions pertaining to design professionals. Based on the results of legislation adopted during the 2007 Session pursuant to the recommendations of the Senate Bill 426 Advisory Group to Conduct an Interim Study on Lease-Purchase and Installment Purchase Agreements by Public Entities (Chapter 508, *Statutes of Nevada 2007*), NSHE institutions will adopt specific procedural language for projects of this type on or before December 31, 2007.

(13) A Purchase Order (PO) alone cannot be used for any construction contracts. Construction contracts exceeding $100,000 must be properly approved and key clauses as stated in the System's contract policy must be included in the construction contracts. If a PO is used for construction activity under $100,000, it must be supplemented by appropriate information (required clauses and information) and properly approved.

(14) Change orders will be approved in the same manner as the original contract.

(15) Each institution will collect, maintain, and report upon request, reliable capital construction project information.

h. Joinder (or Mutual Use of Contract) Capability – With the agreement of the vendor, the NSHE may join, or mutually use, the contracts or pricing agreements of appropriate federal, state, and local entities and consortiums. Where the NSHE uses the original contract in order to obtain quantity pricing or other competitive discounts, the original contract is not liable for the obligations of the NSHE. The requirements for competitive quotations and/or formal bidding may be considered satisfied through the use of the joinder contracts, including federal/state/local contracts, consortium agreements, and the educational pricing agreements.

II. Tier 2 & Subcontractor Reporting Requirements

a. The Nevada System of Higher Education supports equal opportunity for minority-owned, women-owned, and other small disadvantaged business enterprises (MWDBE) to compete for contracts awarded by NSHE institutions. The NSHE also supports efforts to encourage local businesses to compete for NSHE contracts. In addition, the NSHE supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "Tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to MWDBE and local business enterprises.

b. Bid Evaluations for Prime Contractors. NSHE institutions shall require bid documents and resulting prime contracts for the purchase of goods or services that exceed $1,000,000 include the bidder's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises, including but not limited to indication of certification as a minority or women-owned business enterprise, and local subcontractor/local supplier spending. The bid documents and resulting contracts must contain a list of the Tier 2 businesses or suppliers, including any MWDBE or local business enterprises that will be given the opportunity to bid as subcontractors.

c. Annual Reporting by Prime Contractor. Bid documents and resulting contracts for the purchase of goods or services that exceed $1,000,000 must, at a minimum, contain a requirement for the prime contractor/supplier to annually report expenditures with MWDBE business concerns, and to also annually report expenditures with local subcontractors. These annual reports pertain only to expenditures that are directly attributable to the NSHE prime contract. This provision is not applicable to contracts for utilities or sponsored projects. The annual report should contain the following information for the most recently completed fiscal year:

(1) The name, city and state; type of each local, women-owned, minority and/or disadvantaged subcontractor (Tier 2 supplier or local subcontractor); and any certification awarded as a local, women-owned, minority or disadvantaged subcontractor, including the entity that awarded the certification. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;

(2) A description of the goods or services purchased; and

(3) The amount of expenditures with the subcontractor attributed to the prime contract for the 12 month period.

Exceptions to this reporting requirement may be established by the Vice chancellor of Finance in situations where the contract is unlikely to generate Tier 2 or local subcontractor spending, or if there are legal impediments. Institutions or business centers may adopt more detailed requirements and may also apply similar reporting requirements for contracts under $1,000,000. Federal contracts and grants may also have more detailed requirements for MWDBE spending.

d. Definition of Local Subcontractor. "Local subcontractor" is intended to mean a business concern that is a) owned 51 percent or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

e. Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

f. Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

g. Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

III. Supply Chain Diversity (Tier I):

In an effort to diversify the NSHE supplier base and engage local and MWDBE vendors when possible, NSHE institutions will utilize the following supplier outreach process:

All formal solicitations must be distributed through one or more approved vendor outreach channels. The vice chancellor of finance will prepare and maintain a list of outreach channels.

Each purchasing center will designate a supplier outreach coordinator. The supplier outreach coordinator will be identified on the institution's website and in procurement documents and will assist local and disadvantaged vendors with solicitations, questions, and vendor training.

NSHE institutions will report annually the Tier I MWDBE vendor expenditures for the most recently completed fiscal year.

IV. State Business License Requirements

A person conducting business for profit in Nevada is required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. All purchase orders and contracts for business services to be provided in Nevada should, at a minimum, contain a verification by the vendor that the organization has a current Nevada business license, is a non-profit corporation or has filed for an appropriate exemption. For contracts in excess of $25,000, a business license number and information demonstrating good standing with the State of Nevada is required. If necessary, a contract may be initiated with a business that has an application for a state business license pending.

V. Presidential Office Expense

Furniture expenses for presidential offices in excess of $10,000 annually require the chancellor's approval. The chancellor should also be consulted with regard to significant remodeling expenses for presidential offices.

(B/R 6/91, 9/99, 10/02, 8/04; Added 6/05; A. 7/06, 3/07, 12/07, 12/10, 6/12, 9/12, 3/13)

## Section 3. Preparation and Approval of Contracts (formerly CM 02-04)

The Nevada System of Higher Education annually enters into many contractual agreements. The efficient execution (signature) of contracts is often of critical importance. However, the processing and execution of a contract is sometimes delayed because of errors or omissions in its form.

The requirements and procedures stated in this policy have been established for the preparation and processing of proposed NSHE contracts. These requirements and procedures will result in the efficient processing of contracts and in documents that are consistently sound, correct in format, and that limit the potential liability to the System.

The six most common problems involving contracts are:

- The failure of a contract to state that the Board of Regents is the contracting party on behalf of an NSHE institution;
- The inclusion of a “hold harmless” clause holding the other party harmless without including language holding NSHE harmless;
- The inclusion of language that mandates NSHE carry commercial general or business automobile liability insurance;
- The failure of an institution to provide clear oversight of the terms and language of any sub-contracts that may be executed;
- The failure of an institution sending a contract to the chancellor to ensure that the president has reviewed and recommended it; and
- Failing to require the other party to have appropriate commercial general, business automobile, or professional liability coverage and limits.

This procedure contains the following elements:

- Policy guidelines and procedures presented in a question-and-answer format to 33 commonly asked questions;
- Checklist to be followed for each contract;
- NSHE Standard Form Contract for Services of an Independent Contractor;
- NSHE Standard Form Lease;
- NSHE Standard Form Instructional Facility Agreement;
- NSHE Standard Form Education Affiliation Agreements (Clinical and General);
- NSHE Standard Form Inter-institutional Agreement.

## TOPICAL TABLE OF CONTENTS

**Authority and Signature Delegation**
Chancellor's Signature – See Questions 9, 12 and 17
President's Signature – See Questions 13 ,14 and 17
Other Signature – See Question 16

**Changes to a Signed Contract** – See Question 18

**Checklist for Processing Contracts** – See page 18

**Copies of Contracts** – See Questions 10 and 31- 33

**Definition of Contract** – See Question 1

**Employee Separation Agreements** – See Question 20

**Filing Signed Contracts** – See Questions 31 and 32

**Head Coaches Contracts** – See Question 5

**HIPAA Requirements –** See Question 28

**Hold Harmless Clauses** – See Question 22

**Insurance Coverage** – See Question 23

**Internal (Inter-institutional) Contracts** – See Question 6

**Modifications to Existing Contracts** – See Question 18

**Non-appropriation of Funds** – See Question 27

**Nuclear Waste Repository** – See Question 25

**Open-ended/Indefinite Term Contracts** – See Question 26

**Performing Artists' Contracts** – See Question 4

**Procedures and Timelines** – See Questions 10 and 11

**Review by president** – See Question 8

**Signature Blocks** – See Question 7

**Standard Form Contracts** – See Question 15 and appendices

**State Law** – See Question 24

**Student Government Contracts** – See Question 3

**Subcontracts** – See Question 13, number 3

**Terminating a Contract** – See Question 19

## NSHE CONTRACT POLICY
## FREQUENTLY ASKED CONTRACT QUESTIONS

The Board of Regents has given the chancellor of the Nevada System of Higher Education the authority to enter into contracts on behalf of the Nevada System of Higher Education subject to limited exceptions that are reserved for approval of the Board of Regents, such as certain real estate matters, and employment contracts of longer than one year.

The purpose of this question and answer format is to state in plain terms the NSHE policy on contracting, including any delegation of authority from the chancellor to the NSHE institutions. Where authority has been delegated from the chancellor to an institution that authority resides in the president of the institution. While the president may delegate that authority in writing to other administrative officers at the institution, the president ultimately remains responsible for all contracts entered into by the institution. Therefore the institution should have policies in place that provide for appropriate levels of internal review, including legal and financial review, pertaining to the economic and liability risks associated with the transaction. With respect to System Office contracts, the chancellor may establish additional policies and delegation authority within the System Office and its units.

**Q 1 What is a contract?**

**A** A contract is an agreement between two or more persons (or entities) that creates an obligation to do or not to do a particular thing. Its essential components are competent parties (persons or entities legally capable of contracting), subject matter (the purpose of the contract), a legal consideration (the inducement to contract, usually money or something of value, but also including mere promises to perform something or refrain from doing something), mutuality of agreement (all parties must voluntarily enter the contract) and mutuality of obligation (all parties are obligated to do something or not to do something they otherwise have a right to do).

Labels do not control whether a contract exists or not. The following, which are not meant to be all-inclusive, <u>are all contracts</u> if they constitute an agreement between two or more persons that creates an obligation to do or not to do a particular thing:

- a contract;
- an agreement;
- a lease;
- a rental agreement;
- a letter or memorandum of intent;
- a letter or memorandum of agreement;
- a letter or memorandum of understanding;
- an employee separation agreement;
- a facility use agreement;
- an education affiliation agreement;
- a purchase order;
- a grant;
- a grant agreement.

It is generally preferable to obtain original signatures on at least one copy of the contract as such original signatures may be useful in establishing the validity of signatures in the event of a dispute. However, circumstances such as exigency, location of parties, form of the contract and size of the contract may make acceptance of a facsimile or an electronic signature acceptable. Any exception to obtaining original signatures must be expressly approved and documented by the institution General Counsel's Office.

**Q 2 Why must these procedures be followed?**

**A** A contractual obligation is a legal obligation. Signing a contract is a very serious step which, depending on the terms of the contract, could put NSHE in a position of considerable liability—sometimes political, sometimes from a public relations standpoint, but most often of a financial nature. The policies contained in this procedure have been developed in order to limit financial liability from lawsuits that might arise from improperly written contracts. The procedures serve important interests of the Board of Regents, and it is essential they be followed by NSHE officers and employees.

**Q 3 Are student government contracts governed by these requirements and procedures?**

**A** Yes. Student governments are an integral part of NSHE and the institutions in which they are established and, therefore, contracts they may enter into are subject to the contract policies established by the Board of Regents, the chancellor, and the presidents of their institutions.

**Q 4 Are contracts with performing artists governed by these requirements and procedures?**

**A** Yes. Contracts with performing artists are contracts with NSHE and, therefore, are subject to the same policies and procedures established by the Board of Regents, the chancellor, and the presidents of the institutions. If a standard form contract is used that has been approved by the Vice Chancellor for Legal Affairs office, it may be approved at the institutional level.

**Q 5 Are employment contracts for head coaches of athletic teams governed by these requirements and procedures?**

**A** Yes. Contracts with head coaches are contracts with NSHE and, therefore, are subject to the same policies and procedures established by the Board of Regents, the chancellor, and the presidents of the institutions. Often Board of Regents approval is required of athletic coach contracts because such contracts frequently exceed one year or contain certain perquisite/bonus provisions that require Board approval. Due to NCAA requirements, there are additional clauses in the employment contracts for head coaches that are not found in other employment contracts. Additional governing policy is contained in NSHE Code, Section 5.4.2 (b) and (c).

**Q6 Are internal contractual agreements between NSHE entities subject to these requirements and procedures?**

**A** As NSHE is a single legal entity, the need for oversight regarding agreements or understandings between units within the System is lessened in comparison to contractual agreements between NSHE and external legal entities. Accordingly, internal agreements between units within NSHE do not require the chancellor's signature, unless otherwise required by Board of Regents' policies. These agreements, nevertheless, are subject to any policies that have been adopted at the institution level for the review and approval of contracts. A standard form agreement may be found in the appendix for general use. Please note, however, that *Procedure & Guidelines Manual*, Chapter 6, Section 12 Basic Agreement for Inter-Institutional Cooperation in Sponsored Programs sets guidelines for inter-institutional agreements related to sponsored programs.

**Q 7 Why should I have to send my contract to the Chancellor's Office at all? Why can't the president sign it?**

**A** As the Board of Regents Bylaws state (Article Ill, Section 1), "The exclusive control and administration of the Nevada System of Higher Education is vested by the Constitution of the State in an elected Board of Regents." One corollary of this is that the contracting party for any NSHE contract is the Board of Regents – not the universities, community colleges, state college, Desert Research Institute, or schools, colleges, centers, departments, or any other administrative sub unit of an institution of NSHE.

To be valid, the agreement should state that it is entered into by the **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of_____ (*insert name of institution, followed by specific college or other subunit of the institution, if necessary*).**

Similarly, the signature block should read:

> **THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of**
> **(*name of institution and college or sub unit, if necessary*)**
>
> **By:** _____
> chancellor (*or appropriate title if signature authority has been delegated*)

The chancellor signs the contract as the contracting officer for the Nevada System of Higher Education. The chancellor's authority is derived from the Board of Regents Bylaws, Article VII, Section 3, which states that:

> "The chancellor is the Chief Executive Officer and Treasurer of the Nevada System of Higher Education, and is responsible for the financial management and coordination of the administration of the Nevada System of Higher Education and for the implementation of the Board's policies. The chancellor may delegate any of the duties of the office unless expressly prohibited by Board policy.

"Duties are prescribed by the Board of Regents and include the following:

* * *

"(h) To serve as contracting officer for the Nevada System of Higher Education and to execute all contracts and other instruments on behalf of the University unless authority has been expressly retained by the Board of Regents or delegated elsewhere."

Thus, the chancellor has the sole authority to execute contracts unless such authority is delegated to an institution.

**Q 8 Does the president of an NSHE institution and legal counsel have to review a contract before it is sent to the chancellor for signature?**

**A** Yes. It is the policy of the chancellor that any contract sent to the chancellor for signature must first be recommended by the president of the appropriate institution or the president's designee. The purpose of this policy is to ensure that no institution will commit the Board of Regents or the institution to a binding contract without the knowledge of the institution's chief administrative officer.

In addition, due to the nature of contracts that are sent by an institution to the System Office for chancellor signature, all such contracts must be reviewed by the institution's General Counsel's Office. In connection with that review, the General Counsel's Office is responsible for ensuring that the contract complies with Board and System policies, and should specifically identify any departure from those policies, along with the rationale for the departure.

**Q 9 If a contract has been sent to the chancellor for signature and the chancellor is absent, is there a way for the contract to be signed anyway?**

**A** Yes. During an absence from the office, the chancellor delegates signature authority pursuant to written memoranda. The Chief Counsel's office may be contacted to determine the party to whom such authority has been delegated.

**Q10 What process must be followed in sending a contract to the chancellor for approval?**

**A** All contracts submitted for approval must contain the following:

1) A signature block for the chancellor
2) Flags on all pages requiring the chancellor's signature
3) One extra, flagged copy marked "chancellor's copy" or "System copy." (Please note that it is time consuming to sign multiple originals, particularly with initials on each page. Generally, the System Office will retain one fully signed original with initials. If the institution or other parties want an original copy, it is recommended that such additional originals not include original initial blocks.)
4) An addressed return envelope (with postage if campus mail is not used);

5) Three initial blocks on each page, except the signature page. Initials are for the use of: 1) the president or designee 2) the party representative with whom NSHE is contracting, and 3) the chancellor or designee. The failure to include initials on each page does not affect the validity of the contract, but it is cause for the chancellor's Office to reject the contract; and

6) An appropriately prepared cover sheet, in a form approved by the chancellor's Office that, among other things, identifies any departures from NSHE or Board rules.

**Q 11 How much time should generally be provided for review and signature by the chancellor?**

**A** Contract officers should normally anticipate a one week time period for processing at the System office. When a contract is received by the chancellor's Office, it undergoes tracking and summary review by the Chief Counsel's Office prior to signature by the chancellor. Questions about the status of a particular contract should be directed to the Chief Counsel's Office.

**Q 12 Which contracts MUST ALWAYS be sent to the chancellor for signature?**

**A** Contracts that must always be sent to the chancellor for signature are:

1. <u>All contracts that must be approved by the Board of Regents by law</u>. These include, but are not necessarily limited to:

   (a) the sale or purchase of real property or the long-term lease of real property owned by NSHE, including most easements over real property (See NRS 396.430 and Board Handbook, Title 4, Chapter 10, Section 1(9)). "Long-term" is defined as in excess of four years.

   NOTE A: The lease of NSHE property for specific, one-time events need not be approved by the Board of Regents and is excluded from the requirements of this paragraph, but may otherwise be subject to the requirements set forth hereinafter.

   NOTE B: Contracts as described in (a) above must be placed on a Board of Regents Investment and Facilities Committee agenda for approval with final approval by the Board of Regents.

2. <u>All contracts with an open-ended or indefinite term</u>. Except at provided in Q 13 A.8 below, contracts with an open-ended or indefinite term are construed as contracts longer than five years. Likewise, contracts with "evergreen" clauses, i.e. clauses that automatically renew the agreement if no action is taken, or options that unilaterally allow one party to extend the term of the agreement beyond a five year term, are also construed as contracts with a term in excess of five years. In contrast, a contract that requires both parties to mutually agree upon or assent, in writing, to continue the relationship is essentially a new contract, and such a clause is not an open-ended or indefinite term.[1] Irrespective of this interpretation, institution's should still be mindful of any applicable purchasing rules or bid requirements before exercising such an extension.

[1] An example of this type of contract clause is as follows: "The parties may mutually agree, in writing, to extend the contract for an additional term of two years on the same or different terms."

3. Contracts that provide for the hiring of outside attorneys for legal services do not require chancellor approval, but do require written approval of the Chief Counsel's Office. Chief Counsel's Office approval is not required for the retention of outside attorneys as hearing officers or administrative code officers under Title 2, Chapter 6.

4. Except for standard form federal grants and contracts (including private and state contracts that are funded with federal funds and therefore require compliance with federal grant requirements) and for NSHE purchase orders, <u>all contracts</u>:

   (a) which require consideration (cash, property, or services) valued in excess of one million ($1,000,000) dollars, calculated by adding the total cumulative payments, delivery, or performance over the entire term of the contract,[2] OR

   (b) which are for terms in excess of five years or which provide the automatic right to renew for terms that exceed five years in the aggregate.

   **NOTE:** The presence of either condition is enough to require that the contract be signed by the chancellor.

5. All contracts which, in the judgment of the president of an NSHE institution, have such a serious political, social, or financial impact on NSHE or the public that the Board of Regents' or the chancellor's review is necessary.

6. All other contracts for which signature authority has not been delegated by the chancellor as provided herein.

**Q 13 What contracts can be signed by the president?**

**A** As noted previously in Question 7, the Board of Regents Bylaws authorize the chancellor to delegate certain contract-related responsibilities.

Except for those contracts identified in Question 12 which must always be sent to the chancellor for signature, and except as may be otherwise provided herein, the chancellor hereby delegates signature authority for the following contracts to the presidents of NSHE institutions or to the presidents' designee, subject to the institution's reasonable judgment, at the time of entering into the contract, that the threshold limits set forth below will not be exceeded.

1. <u>Consideration of One Million Dollars *($1,000,000)* or Less and Terms of Five Years or Less</u>

   All contracts (including interlocal cooperative agreements, interlocal contracts, and standard form contracts)**:**

   (a) which require consideration (cash, property or services) valued at one million dollars ($1,000,000) or less, calculated by adding the total cumulative payments, delivery or performance over the entire term of the contract,[3] AND

[2] For example: a contract for $20,000 per month for a five-year term would cumulatively exceed $1,000,000 and, therefore, would require the chancellor's signature.

[3] For example, a contract for $15,000 per month for a five-year term would cumulatively total $900,000 and, in conjunction with the fact that the contract is for five years or less, would therefore be a contract that could be signed by the president or designee. Please remember, however, the real estate contracts

(b) which are for terms of five years or less or which provide the automatic right of either party to renew for terms that do not exceed five years in the aggregate.

**NOTE:** Both conditions must be present before the contract can be signed at the institutional level.

2. Cost Overruns, De Minimus Changes and Change Orders

Cost overruns or change orders which in the aggregate do not exceed 10 percent of the base contract amount, or de minimus changes that do not materially increase the risks of the contract such as brief extensions for time of performance and the like. If there is any question about whether a change is de minimus, the institution should obtain the advice of the Chief Counsel's Office.

3. Standard Form Federal Grants and Contracts (including private and state contracts funded with federal grant funds)

All standard form federal grant applications, grants, contracts, modifications, and release forms, including private and state contracts funded with federal grant funds that therefore require compliance with federal grant requirements.

**NOTE:** Sub-contracts under approved federal grants and contracts are sometimes entered into with third parties to perform portions of the work or to provide materials. Because subcontracts are executed at the institution level and are not subject to review and approval by the chancellor, it is the institution's responsibility to maintain proper administrative oversight over the terms of any subcontract.

4. Education Affiliation Agreements

All education affiliation agreements that do not exceed $1,000,000 and/or five years in duration. All education affiliation agreements must have insurance and indemnification clauses that have been approved by the institution Risk Manager and General Counsel's Office. The insurance and indemnification clauses contained in NSHE standard form Education Affiliation Agreements are approved for use by all institutions and units.

5. Purchase Orders Issued by NSHE

All purchase orders in which the purchase contract is awarded to the "lowest responsive and responsible bidder," in accordance with the purchasing policy set forth in Title 4, Chapter 10, of the Board of Regents Handbook are delegated to the Vice president for Finance at the appropriate institution or his or her designee.

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and leases of NSHE property have different contracting requirements that may trigger Board approval. (See Question 12(A)(1)).

6. Intra-Institutional Contracts or Agreements

   Agreements between NSHE entities that do not exceed $1,000,000 and/or five years in duration. These agreements are, however, subject to any policies that have been adopted at the institutional level pertaining to the review and approval of contracts/agreements.

7. Schedules For Master Agreements

   For some contracts, the institution may enter into a master agreement that contemplates that schedules may subsequently be developed under the terms of the master agreement. Whether chancellor approval of an addendum or schedule is required is first determined by the process stated in the master agreement. For example, if the chancellor approves a master agreement that specifies that the institution will sign all schedules, the contract controls. If the master agreement is silent, then the same rule applies as that for modifications, meaning that chancellor approval is required if the schedule(s) individually or collectively exceed five years in duration or $1,000,000 in amount.

8. Transfer Agreements for Biological Material Used in Research

   Agreements to obtain the following biological materials used in research that exceed five years may be approved by the president or designee:

   Material transfer agreements involving biological materials which are used in research, such as animals, reagents, cells, cell lines, antibodies, funguses, bacteria, viruses, antigens, cultures, nucleotides, proteins, pharmaceuticals, plasmids, vectors, embryos, tissues, fluids, and clinical specimens.

   NOTE: The approval of such material transfers is subject to all other applicable contracting policies and procedures. At the end of each fiscal year, the institutions shall provide a report to the chancellor regarding the approval of any such transfer agreements.

**Q 14 How does the president delegate his or her signature authority to another person?**

**A** The president may delegate his or her signature authority on contracts, including employment contracts, providing such delegation is made in writing and is specific to a position rather than to a person. A copy of the written delegation of signature authority shall be kept by the institution in a secure and accessible location or established archive for inspection and audit purposes.

In the case of System units housed on NSHE campuses – such as System Computing Services – the delegation of signature authority for applicable contract documents shall be delegated by the chancellor to the appropriate vice chancellor in charge of the System unit.

**Q 15 What is the policy on delegated signature authority when standard form contracts are used?**

**A** Attached hereto are several NSHE standard form contracts. These contract forms may be used by all NSHE institutions. Electronic copies of the forms may be obtained from the chancellor's Office. The form contracts are for convenience purposes and the same rules apply as to approval requirements.

**Q 16 If an institution's president or the president's designee is absent, is it possible to have another person in the institution sign a contract which has been otherwise delegated for signature authority to the president or the president's designee?**

**A** In cases where the person who has been delegated signature authority for a particular type of contract may be absent from the institution, he or she may redelegate signature authority to another person for the period of his or her absence. Such re-delegation must be in writing and designate a specific time frame.

**Q 17 If there is any doubt as to who has authority to sign a contract, what should be done?**

**A** When there is doubt as to who has the authority to sign a contract, the contract should be sent through appropriate channels to the president for transmittal to the chancellor for signature.

**Q 18 Who must sign modifications to existing contracts?**

**A** Any modification to a contract should be in writing and signed by an appropriate officer. If the contract contains language specifically permitting authority to modify a contract, the contract provision controls. Otherwise, the modification should be signed by the highest ranking position signing the original agreement[4], except that chancellor approval is not required if the modification does not exceed the authority granted in Question 13(A)(2) or the the modifications do not raise the contract amount in excess of $1,000,000 and/or extend the term of the contract to more than five years.

**Q 19 Who is authorized to sign notices of termination on behalf of the System for contracts that contain a provision that they are cancelable upon written notice to the other party?**

**A** The person who was authorized in the original contract to send or receive notices. If no one is so designated, then the person who signed the contract on behalf of NSHE may sign a notice of termination, except that a notice of termination for an institution contract may be signed by the institution president, even if the contract required chancellor approval. The institution president should send the System Office notice of cancellation of contracts approved by the chancellor.

**Q 20 Must employee separation agreements be sent to the chancellor for review?**

**A** No, unless the agreements exceed the contracting authority of the institution president. Nevertheless, any such agreements must be reviewed by institution counsel to ensure that such agreements have the proper release language contained in them before they are executed.

[4] For example, if the President and the Chancellor signed the original agreement, and the modification is de minimus or does not exceed the authority granted for cost overruns, only the President must sign the modification.

**Q 21 What is the effect of a contract that is signed without the proper signature authority?**

**A** Any contract which is signed in violation of the policies stated herein is void and of no effect whatever. Any person who signs a contract in violation of these policies is subject to discipline up to and including termination and any other available remedies at law.

**Q 22 What are "hold harmless" clauses and why are they potentially dangerous?**

**A** Many private contractors or state or local governmental agencies routinely insert a clause in their contracts that is worded something like this:

> "The University of Nevada agrees to indemnify and hold harmless the John Doe Company (or the city of Gotham) from any and all claims and losses arising from the performance of this contract."

However, the State's self-insurance program, to which NSHE belongs, protects only against acts or omissions of NSHE employees that occur within the scope of public duty or employment and that are performed or omitted in good faith. By agreeing to a clause like the one above, NSHE would be agreeing to defend the John Doe Company or the City of Gotham from <u>any and all</u> claims and losses, whether or not caused by any fault of any NSHE employee. In effect, by signing such a clause, NSHE would become the insurer of the other contractor. This is <u>not</u> permitted by the State of Nevada.

In addition, under Nevada law (NRS 41.035), NSHE's liability for personal or property injury is one-hundred thousand dollars ($100,000) per cause of action. By signing such a hold-harmless clause without reference to this limitation, NSHE may open itself up to the argument that it has waived its one-hundred thousand dollar ($100,000) limitation on personal or property damage claims.

It is not necessary to have an indemnification clause in System contracts as such clauses seek to contractually allocate responsibility when existing state laws typically already provide a mechanism for such allocation. Nonetheless, system institutions may choose to require such a clause or the other party may request such a clause. If the other contracting party insists upon a hold-harmless clause, the statement that is acceptable to NSHE and the State of Nevada is one that states:

> "To the extent limited in accordance with NRS 41.0305 to NRS 41.039, (Institution*) shall indemnify, defend, and hold harmless (name of other party) from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by (Institution) or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. (Institution) will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. (Institution's) indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to $100,000.00 per cause of action."
>
> *Or other appropriate term representing the Board of Regents, NSHE, or one of the institutions of NSHE as used in the contract.

It is recognized that contracts that are written by the other party may not have a "hold-harmless" clause that follows exactly the required form. Provided such hold-harmless clauses state that they are conditioned "To the extent limited in accordance with NRS 41.0305 to NRS 41.039," and provided they are limited to the acts or omissions in the course and scope of the public duties of NSHE and its officers, employees or agents, such language is acceptable. If a hold-harmless clause does not have this language, then it must be added before the contract is signed, and any language to the contrary stricken.

Except as provided below, no other form of hold-harmless clause than the statement provided above shall be authorized or accepted by NSHE. Contracts containing hold-harmless clauses using language other than that stated above will not be approved or signed by the chancellor or the chancellor's designee, nor should such other hold-harmless clauses be placed in the contracts signed at the institutional level except as provided herein. Other persons who have been delegated contract signature authority as provided herein are not authorized to sign any contracts containing a hold-harmless clause that is not in the form stated herein or as otherwise approved as provided below. The attached standard form agreements have indemnity language that is approved for use.

**There will be no exceptions to this policy except as stated herein and except as specifically authorized by the institution General Counsel or System counsel for good cause shown.**

**NOTE:** It is not generally the policy of NSHE to volunteer to put a hold-harmless clause in a contract that benefits the other party to the contract. Only where the other party requests such a clause should it be included. Also, whenever a hold-harmless clause is required by the other party, then NSHE must insist on a mutual hold-harmless clause that benefits NSHE, its officers, and employees. Such a mutual hold-harmless clause should be in the following form:

"(Contracting party) shall indemnify, defend, and hold harmless NSHE, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by (contracting party) or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement."

**Q 23 How does insurance present a problem for NSHE contracts?**

**A** Contracts should typically include standard insurance requirements for any party doing business with NSHE appropriate to the risks involved. Any exceptions should only be with the approval of the institution/Risk Manager and the institution/System counsel as the case may be.

Other parties may likewise require insurance. Unless an institution is prepared to pay expensive commercial insurance coverage, a contract provision that requires NSHE to have commercial general, business automobile, or professional liability insurance (other than medical malpractice) is not possible, as NSHE is self-insured for these coverages. The contractor should be informed of this and, if needed, a certificate of self-insurance may be supplied by the institution Risk Manager. Contract terms that require NSHE to have commercial general and business automobile liability insurance must either be

deleted from NSHE contracts or, alternatively, the following language may be added in lieu of such provisions:

> "The (Board of Regents, University, College or other appropriate name) is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039."

Education Affiliation Agreements. The insurance and indemnification clauses in all education affiliation agreements must be approved by the institution Risk Manager and the institution General Counsel's Office. The language contained in NSHE standard form Education Affiliation Agreements is approved for use by all institutions and units. **NOTE:** The language for medical school and allied health affiliation agreements is not the same. Be sure the correct insurance or indemnification clauses are selected.

Independent Contractor Agreements. NSHE standard form Contract for Services of Independent Contractor includes an Insurance Schedule setting forth various types of insurance that may be required of contractors with NSHE. The insurance requirements for workers' compensation, commercial general, and business automobile liability are mandatory in all independent contractor agreements. Whether other insurance should be required will depend on the subject matter and circumstances of each contract. Contact your institution/Risk Manager with any questions regarding insurance provisions.

**Q 24 What is NSHE policy on determining which state's law applies to a contract?**

**A** Contracts frequently provide that a contract is subject to the law of a particular state. It is NSHE's policy that if a contract is to be performed in Nevada, the contract must be subject to Nevada law. If a contract is to be performed outside the State of Nevada, NSHE would still prefer that Nevada law apply to the contract, but has no objection if the law of the state where the contract is to be performed is applicable to the contract. The application of this section shall be subject to the guidance and approval of the institution General Counsel's Office's as to whether this clause can be revised or eliminated in appropriate cases. It is preferable to eliminate the clause altogether, rather than to agree to have the laws of another state apply to the contract. The following language is recommended for choice of law:

> The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the __Judicial District Court in and for the County of ____, State of Nevada, and (*name of contractor*) hereby expressly consents to the jurisdiction of said court.

**Q 25 Is there special language that must be included in nuclear waste repository research grants or contracts?**

**A** Yes. The location of a nuclear waste repository in Nevada is a highly controversial and politically charged issue. A number of highly placed public officials, as well as news media organizations, have criticized NSHE for entering into these contracts. The Board of Regents, however, has strongly supported the academic freedom of NSHE institutions and faculty to contract to perform research in this field.

The matter is complicated by the opinion of the Nevada Attorney General that by contracting with the United States Government or its contractors for research on the nuclear waste repository site, NSHE, as an instrumentality of the State of Nevada, may indirectly waive the State of Nevada's objections to the location of a nuclear waste repository in Nevada. Although the Vice Chancellor for Legal Affairs Office is not persuaded by this argument, nevertheless, as a matter of prudence, the issue must be addressed in NSHE's contracts.

Therefore, the following language must be included in every nuclear waste repository research contract (or grant) entered into between NSHE and the United States government or a contractor of the United States government:

> "The parties to this contract expressly agree that neither the making or entering into of this contract, nor the terms, conditions or performance of this contract, shall be considered by the United States, the State of Nevada or any of their agencies, officers, employees or agents, either expressly or impliedly, directly or indirectly, or in any way whatsoever, as constituting the consent, permission or agreement of the State of Nevada or its legislature, agencies, officers, employees and agents to the location, establishment or creation of a nuclear waste repository site in Nevada."

**Q 26 Is there any provision which must be included in an open-ended or indefinite term contract?**

A Yes. Every open-ended or indefinite term contract must contain a mutual no-cause cancellation or termination clause. An appropriate notification period should be included as part of the cancellation or termination clause.

It is also recommended that NSHE institutions periodically review open-ended or indefinite term contracts on a regular basis to determine if the continuation or the cancellation of the contract is in order.

**Q 27 Is there special language that must be included in the event of non-appropriation of funds?**

**A** Yes. Every contract with a term beyond the current biennial budget cycle that may be paid in whole or in part with state funds must have a clause allowing termination without penalties in the event the Legislature fails to provide funding for the contract obligation. The reason for such a clause is grounded in state law because if a clause is not included, the contract may impact the constitutional debt limitations of the State of Nevada. The following language is recommended:

> "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 (Institution) of any kind whatsoever."

Minor modifications of this language may be approved by institution/System counsel as long as the intent of such a clause is satisfied.

If a contract provides that the NSHE may terminate the contract for convenience (i.e. without cause) with a short notice period (suggested no more than 90 days), then an appropriation clause is not required as NSHE may simply use that clause to terminate a contract that has not received legislative funding.

**Q28 What is "HIPAA?"**

A "HIPAA" is an acronym for the federal Health Insurance Portability and Accountability Act of 1996. Contracts with certain health care entities or providers must contain provisions to ensure compliance with HIPAA healthcare privacy requirements. Contact the institution General Counsel's Office or the Vice Chancellor for Legal Affairs Office to determine what language is needed.

**Q 29 What are some of the other frequent problems that arise with NSHE contracts?**

**A** Sometimes a contract is simply ambiguous in its terms, indefinite as to time of performance, fails to state the consideration, fails to identify the parties, or fails in some other necessary element. No contract may be signed without resolving these matters.

Contract review exists for the purpose of protecting NSHE and its employees, not for the purpose of delaying a project or blocking payment for work already done. In this connection, it should be emphasized that work on a project should not be begun prior to the signing of a contract for that work.

**Q 30 Can work begin on a project before a contract is formally signed?**

**A** No, except with prior approval as discussed below, because it is possible beginning work on a proposed contract would be interpreted by a court as constituting acceptance of the contract and, thus, binding upon NSHE, especially if the other party was aware work was proceeding. Only the chancellor, however, or the chancellor's designee in the specific instances defined in this policy document, has the authority to enter into contracts on behalf of the System. Therefore, such de facto acceptance of the offer of the other contracting party may place the employee who thus accepts the offer in the position of being in violation of the Board of Regents Bylaws and policies.

There is, in addition, the risk that the other party did not understand the verbal agreement exactly as the NSHE negotiator did and that, in the absence of a written instrument, disputes might arise as to some aspect of the work to be performed. Anyone who performs work without a valid contract runs the risk of not being paid.

The only exception to this policy is in specific instances where it is in the best interests of the institution to initiate the work before the contract is fully executed and where the institution has adopted a procedure for approval of the commencement of work before the contract is fully executed. In such cases, the institution must accept full financial responsibility should the contract not be executed or should payment from the outside source be denied. In situations where work has begun prior to the formal contract execution, it is appropriate to commence the contract effective on the date the parties began to mutually comply with its provisions, irrespective of the date of execution of signatures.

**Q 31 Where must copies of NSHE contracts be filed?**

**A** Copies of all contracts entered into by an NSHE institution pursuant to a delegation of authority must be kept in a secure and accessible location at the institution in question or at an established archive. In addition, a copy of any contract signed by the chancellor shall be kept at the chancellor's Office or at an established archive.

**Q 32 How many copies must be made of each contract?**

**A** Institutions sending a contract to the chancellor for signature must include one extra copy of the contract for the chancellor's Office files that is marked "chancellor's copy" or "System copy." Both copies must contain flags on all pages requiring the chancellor's signature.

**Q 33 How long must copies of NSHE contracts be kept?**

**A** Copies of NSHE contracts must be kept for a period of no less than six years after the expiration of the contract.

End of Procedure Text
Appendices Follow

**NEVADA SYSTEM OF HIGHER EDUCATION**
**CONTRACT POLICY**

## CHECKLIST TO BE FOLLOWED FOR EACH CONTRACT:

1. Does the contract reflect the Board of Regents as the contracting party, especially in the signature block?

2. Does the contract identify its purpose, the parties, the term of the contract, and the consideration to be paid, performed or promised?

3. Is the contract free of hold-harmless clauses or—if not—have you used, or obtained the consent of the other contracting party to use, the substitution of NSHE's wording of the hold-harmless clause?

4. Is the contract free of a commercial general and business automobile liability insurance requirement for NSHE or—if not—have you used, or obtained the consent of the other contracting party to use, the addition of NSHE's self-insurance language? Have the insurance and indemnity clauses been approved by the institution Risk Manager and General Counsel/Vice Chancellor for Legal Affairs?

5. Does the contract require workers' compensation, commercial general, and business automobile liability insurance from the other party for at least the limits specified herein?

6. If the contract deals with nuclear waste repository research, does the contract contain the mandatory non-consent language required by Question 25?

7. If the contract's term is open-ended or for an indefinite term, does the contract contain a mutual cancellation or termination clause with a stated time period for notice of cancellation?

8. Does the contract stipulate that it is subject to Nevada law?

9. If a contract is authorized to be signed by an NSHE institution's president and the president has delegated his or her signature authority to another person, is there a written delegation of signature authority on file?

10. If a contract has been sent to the chancellor for signature, has the contract been recommended for signature by the president or designee of the NSHE institution? Have you included an extra copy of the contract for the chancellor's Office files? Have you flagged all pages requiring the chancellor's signature including initials on each page? Have you included an addressed return envelope?

11. If the contract term exceeds the biennial budget period and is paid in whole or in part with state funds, has a non-appropriation clause been included (or is there a short notice of termination for convenience)?

# Standard Form Contract

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A contract between the Board of Regents of the Nevada System of Higher Education on behalf of (Name of Institution), hereinafter referred to as ("Board, University, College or other appropriate name"), and (Name of Contractor), hereinafter referred to as "Contractor."

PREAMBLE

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage the services of persons as independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of the (Board, University, College or other appropriate name); and

WHEREAS, Contractor represents that it is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

1. This contract shall be effective from _____, to _____, unless sooner revoked by either party as set forth in Paragraph (2).

2. This contract may be revoked without cause by either party prior to the date set forth in Paragraph (1) provided that a revocation shall not be effective until _____ days after a party has served written notice of revocation upon the other party.

3. The parties agree that the services to be performed are as follows:

(Specifically describe in this space the services to be performed; or, when appropriate, describe in this space the finished product or result to be provided; or attach an exhibit or exhibits containing this information, label the exhibit or exhibits as Exhibit A, Exhibit B, etc., and then place the following statement in this space):

See Exhibit A (or B, etc.) attached hereto and which is made a part of this contract by reference thereto.

**(Alternate Paragraphs No. 4 - Choose Only One)**

4. Contractor agrees to provide the services set forth in Paragraph (3) for a total cost not to exceed $_____, which cost includes travel and all other expenses incurred by Contractor in performance of this contract. (Board, University, College or other appropriate name) agrees to pay Contractor in installments as follows:_____

4. Contractor agrees to provide the services set forth in Paragraph (3) at a cost of $_____ per _____ (here set forth the hourly, daily, etc. rate at which the contractor agrees to perform the services exclusive of travel expenses) with the total cost not to exceed $_____. (Board, University, College or other appropriate name) (agrees/does not agree: choose one) to reimburse Contractor for travel expenses reasonably incurred in the performance of this contract plus a per diem allowance of $_____ per day while on travel status in performance hereof. (Board, University, College or other appropriate name) agrees to pay Contractor in installments as follows: _____

5. The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the____Judicial District Court in and for the County of ____, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

6. The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of the (Board, University, College or other appropriate name).

7. The books, records, documents, and accounting procedures and practices of the Contractor relevant to this agreement shall be subject to inspection, examination, and audit by the (Board, University, College or other appropriate name).

8. Any reports, studies, photographs, negatives, computer discs, or other documents or drawings prepared by Contractor in the performance of its obligations under this agreement shall be the exclusive property of the (Board, University, College or other appropriate name) and all such materials, if any, shall be remitted to the (Board, University, College or other appropriate name) by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials, if any, used for any purpose other than the performance of Contractor's obligations under this agreement without the prior written consent of the (Board, University, College or other appropriate name).

9. Contractor agrees to indemnify and save and hold harmless the Board of Regents of the Nevada System of Higher Education, the Nevada System of Higher Education, (the University, College, or other appropriate name), their agents, officers, and employees harmless from any and all claims, causes of action, or liability arising from the performance of this agreement by Contractor or Contractor's agents, officers, or employees.

10. Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the (Board, University, College or other appropriate name), the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

a. Final acceptance by the (Board, University, College or other appropriate name) of the completion of this contract; or

b. Such time as the insurance is no longer required by the (Board, University, College or other appropriate name) under the terms of this contract.

Any insurance or self-insurance available to the (Board, University, College or other appropriate name) shall be in excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the (Board, University, College or other appropriate name), Contractor shall provide the (Board, University, College or other appropriate name) with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the (Board, University, College or other appropriate name) and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

Workers' Compensation and Employer's Liability Insurance

Contractor shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of *Nevada Revised Statutes*, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

a. Minimum limits required:

   $1,000,000 General Aggregate

   $1,000,000 Products & Completed Operations Aggregate

   $1,000,000 Personal and Advertising Injury

   $1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

Business Automobile Liability Insurance

a. Minimum limit required: $1,000,000 combined single limit per occurrence for bodily injury and property damage.
b. Coverage shall include owned, non-owned, and hired vehicles.
c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Professional Liability/Errors & Omissions Insurance

Professional liability insurance is required only if the Contractor is performing work of a professional nature.

a. Minimum limit required: $1,000,000 per Claim
b. Minimum limit required: $3,000,000 Annual Aggregate
c. Retroactive date: Prior to commencement of the performance of this contract.
d. Discovery period: Three (3) years after termination date of contract.
e. A certified copy of this policy is required.

Umbrella or Excess Liability Insurance

a. May be used to achieve the above minimum liability limits.
b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

a. Additional Insured: By endorsement to all liability policies, the (Board, University, College or other appropriate name) shall be named as additional insureds for all liability arising from the contract.

b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the (Board, University, College or other appropriate name).

c. Cross-Liability: All required liability policies shall provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the (Board, University, College or other appropriate name). Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by institution's Risk Manager.

e. Approved Insurer: Each insurance policy shall be:

i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the (Board, University, College or other appropriate name):

a. Certificate of Insurance: The Accord 25 Certification of Insurance form or a form substantially similar must be submitted to the (Board, University, College or other appropriate name) to evidence the insurance policies and coverages required of Contractor.

b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, <u>must</u> be submitted to the (Board, University, College or other appropriate name), by attachment to the Certificate of Insurance, to evidence the endorsement of the (Board, University, College or other appropriate name) as additional insured's.

c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the (Board, University, College or other appropriate name), the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

11. Access: Contractor agrees to provide (Board, University, College or other appropriate name) and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the (Board, University, College or other appropriate name) and its officers or employees from claims or litigation arising from activities under this contract.

12. The parties agree that Contractor is an independent contractor and that this contract is entered into in accordance with NRS 333.700, which statute in pertinent part provides that the contractor is not an employee of the (Board, University, College or other appropriate name), and:

There shall be no**:**

(1) Withholding of income taxes by the (Board, University, College or other appropriate name);

(2) Workers' compensation insurance provided by the (Board, University, College or other appropriate name);

(3) Participation in group insurance plans which may be available to employees of the (Board, University, College or other appropriate name);

(4) Participation or contributions by either the Contractor or the (Board, University, College or other appropriate name) to the public employees retirement system;

(5) Accumulation of vacation leave or sick leave;

(6) Unemployment compensation coverage provided by the (Board, University, College or other appropriate name) if the requirements of NRS 612.085 for independent contractors are met.

It is further agreed that Contractor is not an employee of the (Board, University, College or other appropriate name) and is not entitled to any of the compensation, benefits, rights, or privileges of employees of the (Board, University, College or other appropriate name).

13. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

14. Written notices required under this contract shall be sent certified mail, return receipt requested, to:

(Insert name and address of contractor and name of contact person, if any)

(Insert name and address of institution and name of contact person)

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Dated: This_____day of _____, 20___

| | |
|---|---|
| BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION acting on behalf of (Insert name of Institution) | (Name of Contractor) |
| By: _____ (signature) | By:_____ (signature) |
| _____ (printed name) | _____ (printed name) |
| _____ (title) | _____ (title) |

Distribution: 1 copy for Institution
1 copy for Contractor

# Standard Form Lease

LEASE

THIS AGREEMENT, made by and between the Board of Regents of the Nevada System of Higher Education, on behalf of (Name of Institution), hereinafter referred to as "Lessee," and (Full Name and Address of other Contracting Party), hereinafter referred to as "Lessor";

W I T N E S S E T H:

WHEREAS, Lessor is the owner of the premises described below; and

WHEREAS, Lessee desires to lease the described premises for the purposes contained herein;

NOW, THEREFORE, Lessor and Lessee agree as follows:

1.0 Premises:

For and in consideration of the premises, the rents reserved herein, the covenants and agreements herein contained, and other valuable consideration, Lessee does hereby hire and take from Lessor, and Lessor does hereby grant and lease to Lessee, that office and building space described in Exhibit A [**Note:** Use the following phrase only if applicable -- and the equipment and personal property described in Exhibit B], upon the terms and agreements and conditions following. Exhibit A (and Exhibit B are) is attached hereto and by this reference made a part hereof.

2.0 Terms:

The terms of this Lease shall be for a period of _____, beginning _____ and ending _____

3.0 Governing Law:

Lessor and Lessee agree that the laws of the State of Nevada shall govern the validity, construction, interpretation and effect of this lease. Any and all disputes arising out of or in connection with the lease shall be litigated only in the____Judicial District Court in and for the County of_____, State of Nevada, and (name of other party) hereby expressly consents to the jurisdiction of said court.

4.0 Rent:

4.1 Lessor reserves and Lessee agrees to pay as rent for the premises and equipment without notice or demand, to Lessor annual rent to the Lessor in the amount of _____ Dollars ($_____), in advance on the first day of every month covered by the terms of this lease, commencing _____, 20___. If any month of the lease term is less than a full calendar month, the rent for such month shall be prorated according to the number of days in that month.

4.2 During the term hereof Lessee may relinquish space [Note: Use the following phrase only if applicable - and associated equipment]. If space is relinquished, rent will be reduced on a pro rata basis according to the number of square feet occupied before and after such relinquishment.

5.0 Use of the Premises:

Lessee will use and occupy the premises for the purpose of _____. Use for any other purpose is prohibited without first obtaining the written consent of Lessor therefor. Lessee will conform to and comply with all applicable municipal, state, and federal laws in using the premises, and will not use or suffer to be used the premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the premises.

6.0 Condition of Premises and Repairs:

Lessee has examined the premises prior to the execution hereof, knows the condition thereof, and acknowledges that Lessee has received the premises in good order and condition, and that no representation or warranty as to the condition or repair of the premises has been made by Lessor. At the expiration of the term of this Lease, or any renewal or extension thereof, Lessee will yield up peaceably the premises to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

7.0 Alterations, Additions and Improvements:

7.1 Lessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about the premises without first obtaining the written consent of Lessor therefore; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions, and improvements shall be done at Lessee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind whatsoever shall be created against or imposed upon the premises or any part thereof.

7.2 Alterations, additions, or improvements on or in the leased premises at the commencement of the lease term, and that may be thereafter erected or installed therein, shall become part of the premises and the sole property of Lessor, except that all moveable nonfixtures installed by Lessee shall be and remain Lessee's property and shall not become the property of Lessor.

8.0 Service to the Premises:

8.1 Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the premises. Items not checked shall not be the responsibility of either party.

8.1.2

| Lessor | Lessee | |
|---|---|---|
| ( ) | ( ) | Water |
| ( ) | ( ) | Sewer |
| ( ) | ( ) | Refuse Removal |
| ( ) | ( ) | Gas |
| ( ) | ( ) | Electricity |
| ( ) | ( ) | Heating and Cooling Systems |
| ( ) | ( ) | Janitorial Service and Supplies Outside the Premises |
| ( ) | ( ) | Chilled Drinking Water |
| ( ) | ( ) | Maintenance and Upkeep |
| ( ) | ( ) | Carpeting |
| ( ) | ( ) | Lighting Fixtures |
| ( ) | ( ) | Intra-Institutional Telephone Service |
| ( ) | ( ) | Telephone Installation, Service, Billing and Long Distance Charges |
| ( ) | ( ) | Provide Fixtures and Equipment Necessary for the Conduct of Lessee's Business |
| ( ) | ( ) | Redecorating and Painting |

8.2 Lessee shall furnish and pay for any services or supplies not itemized above.

9.0 Lessor's Right of Entry:

Lessor shall have the right, at any reasonable time, to enter upon the premises to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the premises, providing such improvements, alterations, and additions are reasonably necessary or convenient to the use to which the premises are being put at the time, but at no time shall Lessor be compelled or required to make any improvements, alterations, or additions.

10.0 Assignment and Subletting:

This Lease shall not be assigned, subleased, or mortgaged in whole or in part without the written consent of Lessor.

11.0 Holding Over:

Lessee's holding or continued use or occupancy beyond the term of this Lease shall be construed as a tenancy from month to month at the same monthly rent and subject to the same conditions set forth in this Lease.

12.0 Condemnation:

12.1 In the event the premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, as of the date title shall vest in said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term of that portion of the rent reserved in the proportion that the premises remaining after the taking, damaging, or condemnation bears to the whole of the premises before the taking, damaging, or condemnation. All damages and payments resulting from said taking, damaging, or condemnation of the premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

12.2 In the event only a part of the premises is taken and the portion remaining is unsuitable or insufficient for Lessee's purposes, Lessee has the right or option to terminate the Lease as to the remaining portion by giving written notice to Lessor specifying the date of termination.

13.0 Destruction:

13.1 If at any time during the term of this Lease, or any extension or renewal thereof, the premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Lessee within the period of 30 days after the damaging event; and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, a just and proportionate part of the rental herein specified shall be abated until such premises shall have been rebuilt and repaired. In case, however, Lessor elects not to rebuild or repair said premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate.

13.2 In the event of termination of this Lease under the terms of clause 13.1, the Lessee shall have a reasonable period of time to vacate the premises.

13.3 All notices sent under the terms of this provision shall conform to the provisions of Section 20.0, "Modification," and Section 21.0, "Notice."

14.0 Code and Regulations:

Lessor shall be required to meet all federal, state, and local codes and regulations, including but not limited to OSHA. In addition, Lessor shall be required to:

14.1 Respond in writing to Lessee complaints within five (5) working days after receipt of a written complaint from Lessee.

14.2 Determine the cause of and remedy any building deficiencies.

14.3 Keep records of inspection, maintenance, and remedial actions and make such records available upon written request to Lessee management and the applicable regulatory agency.

15.0 Termination:

In the event Lessee fails to pay rent as required herein, Lessee shall be in default of this lease, which default must be cured or removed without notice within 15 days from the date of the rental payment as due and payable, or else Lessor may terminate this Lease forthwith in accordance with applicable law.

16.0 Default:

Lessor shall, on default with respect to any of the provisions of this Lease by Lessee except for the payment of rent, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms and conditions of the Lease by any other method available under the law.

17.0 Waivers:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

18.0 Binding on Heirs. Successors, and Assigns:

This Agreement shall be binding upon and inure to the benefit of their heirs, personal representatives, and permitted assigns, as applicable, of the Lessor and the Lessee.

19.0 Entire Agreement:

This Agreement (with its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following Section 20.0 on “Modification.”

20.0 Modification:

This Lease may be amended at any time only upon mutual agreement in writing of the parties.

21.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO THE LESSEE:

_____

_____

_____

TO THE LESSOR:

_____
_____
_____

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

22.0 Access:

Lessee has the right of reasonable ingress and egress and to parking facilities.

23.0 Discrimination:

In the use or occupancy of the premises Lessee will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, or handicap.

24.0 Quiet Enjoyment:

On payment of rents and performance of the covenants and agreements on the part of Lessee to be paid and performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all of the rights, privileges, and appurtenances granted herein.

25.0 Lessee's Insurance and Indemnification Provisions:

25.1 During the term of this Lease and any extension thereof, Lessee shall maintain in force Commercial General Liability insurance in the amount of $_____ per occurrence and $_____ Annual Aggregate or self insurance sufficient to cover the Lessee's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

25.2 In accordance with the limitations of NRS 41.0305 to NRS 41.039, the Lessee agrees to indemnify and hold Lessor harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessee, its officers, employees, and agents under this Lease. Lessee's indemnity obligation in tort is limited to $100,000 per cause of action in accordance with NRS 41.035. Lessee will assert the defense of sovereign immunity in all legal actions.

25.3 Lessee shall not be liable for claims arising out of the use of the common areas and parking lots.

25.4 Lessee agrees to provide property insurance on the building and contents if Lessee occupies the entire building, otherwise Lessor shall provide property insurance for the building and Lessor's contents.

25.5 Lessee shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessee by NRS 616B.627 or proof that compliance with the provisions of *Nevada Revised Statutes*, Chapters 616A-D and all other related chapters, is not required.

26.0 Lessor's Insurance and Indemnification Provisions:

26.1 The Lessor agrees to indemnify and hold Lessee harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessor, its officers, employees, and agents under this Lease.

26.2 Lessor shall, at Lessor's sole expense, procure, maintain, and keep in force for the duration of the Lease the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the Lessee, the required insurance shall be in effect at commencement of the Lease and shall continue in force as appropriate until the lease expires and Lessee vacates the premises.

Workers' Compensation and Employer's Liability Insurance

Lessor shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessor by NRS 616B.627 or proof that compliance with the provisions of *Nevada Revised Statutes*, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

a. Minimum limits required:

$1,000,000 General Aggregate

$1,000,000 Products & Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

26.3 Deductibles and Self-Insured Retentions: Insurance maintained by Lessor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lessee. Such approval shall not relieve Lessor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by the institution's Risk Manager.

26.4 Approved Insurer: Each insurance policy shall be:

a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

b. Currently rated by A.M. Best as "A- IX" or better.

26.5 Evidence of Insurance: Prior to the start of the Lease, Lessor must provide the following documents to the Lessee:

a. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Lessee to evidence the insurance policies and coverages required of Lessor.

b. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the Lessee, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein.

26.6 Waiver of Subrogation: Lessor and Lessee shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the premises or its contents, or the building regardless of whether such loss or damage is caused by the negligence of Lessee or Lessor, arising out of the peril or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Lessor or Lessee pursuant to this Lease shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Lessor or Lessee shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

26.7 Access: Lessor agrees to provide (Board, University, College or other appropriate name) and its insurer access and authority to investigate on site and to obtain such information from Lessor as may be required to defend the (Board, University, College or other appropriate name) and its officers or employees from claims or litigation arising from activities under this Lease.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this_____ day of_____20___

| LESSEE: | LESSOR: |
|---|---|
| BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION<br>on behalf of (Name of Institution) | (Full legal name of Lessor) |
| By: _____<br>(signature) | By:_____<br>(signature) |
| _____<br>(printed name) | _____<br>(printed name) |
| _____<br>(title) | _____<br>(title) |

Distribution: 1 copy for Institution
1 copy for Lessor

## Exhibit A

### Description of Office or Building Space

Building Name
and Location: _____

Address: _____
_____
_____

Room Number(s): _____

Description: _____
_____
_____

(Use only if applicable)

**Exhibit B**

**Description of Equipment or Personal Property**

The following described equipment or personal property is leased to Lessee:

# Standard Form Instructional Facility Agreement

**INSTRUCTIONAL FACILITY AGREEMENT BETWEEN**
**(**Name of Institution**)**

(Name of Contractor)

THIS AGREEMENT entered into this _____ day of _____, 20___ by and between the Board of Regents of the Nevada System of Higher Education, on behalf of (Name of institution), hereinafter referred to as ("University, College, or appropriate name"), and (Name of other Contracting Party Contractor) hereinafter referred to as "Contractor."

WHEREAS, the parties hereto desire to enter an agreement whereby the Contractor provides the facilities and instructors for the following program, course/courses or workshop of the (University, College or appropriate name):

_____
_____
_____
_____

IT IS HEREBY AGREED AS FOLLOWS:

I.

The (University, College, or appropriate name) and the Contractor will, through the appropriate department, jointly plan for the establishment of the (University's, College's, or appropriate name) aforementioned program(s) and/or course(s) with the Contractor. The establishment of accepted standards of education, setting the (University, College or appropriate name) semesters of instruction, preparation of all instruction schedules and regulations, and the enrollment of students shall be the responsibility of the (University, College, or appropriate name) and shall be communicated to the Contractor in accordance with the above.

II.

The above referenced program(s) and/or course(s) will be scheduled from _____ , 20__ through _____, 20__.

Contractor contracts with the (University, College, or appropriate name) to provide the facilities, equipment and qualified instructors for the purpose of conducting the above-mentioned program(s) or course(s) during such times as the Contractor and the (University, College, or appropriate name) jointly agree to schedule such program(s) and/or course(s).

The instruction period of each group of students shall be jointly determined.

III.

The maximum number of students assigned shall be jointly determined after consideration of the facilities, equipment, and of methods of instructions to be used.

IV.

All reasonable efforts will be made to insure that the (University, College, or appropriate name) complies with all applicable rules and regulations of the Contractor and observes professional ethics of the Contractor and its clients.

V.

Insurance Requirements: Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the (University, College or other appropriate name), the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

a. Final acceptance by the (University, College or other appropriate name) of the completion of this contract; or

b. Such time as the insurance is no longer required by the (University, College or other appropriate name) under the terms of this contract.

Any insurance or self-insurance available to the (University, College or other appropriate name) shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the (University, College or other appropriate name), Contractor shall provide the (University, College or other appropriate name) with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the (University, College or other appropriate name) and immediately replace such insurance or bond with insurance or a bond meeting the contract's requirements.

<u>Workers' Compensation and Employer's Liability Insurance</u>
Contractor shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of *Nevada Revised Statutes*, Chapters 616A-D and all other related chapters, is not required.

<u>Commercial General Liability Insurance</u>

a. Minimum limits required:

$1,000,000 General Aggregate

$1,000,000 Products & Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under contract.

c. A separate General Aggregate limit shall apply to this project.

Business Automobile Liability Insurance

a. Minimum limit required: $1,000,000 combined single limit per occurrence for bodily injury and property damage.

b. Coverage shall include owned, non-owned, and hired vehicles.

c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Umbrella or Excess Liability Insurance

a. May be used to achieve the above minimum liability limits.

b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

a. Additional Insured: By endorsement to all liability policies, except Professional Liability, the (University, College or other appropriate name) shall be named as additional insureds for all liability arising from the contract.

b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the (University, College or other appropriate name).

c. Cross-Liability: All required liability policies shall provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by (University, College or other appropriate name). Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by the institution's Risk Manager.

e. Approved Insurer: Each insurance policy shall be:

i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the (University, College or other appropriate name):

a. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the (University, College or other appropriate name) to evidence the insurance policies and coverages required of Contractor.

b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted to the (University, College or other appropriate name), by attachment to the Certificate of Insurance, to evidence the endorsement of the (University, College or other appropriate name) as additional insureds.

c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the (University, College or other appropriate name), the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

VI.

Access: Contractor agrees to provide (University, College or other appropriate name) and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the (University, College or other appropriate name) and its officers or employees from claims or litigation arising from activities under this agreement.

VII.

There shall be no payment nor considerations, other than those provided in the agreement between the (University, College, or appropriate name) and the Contractor in connection with this education program.

VIII.

The (University, College or appropriate name) does not discriminate on the basis of race, religion, national origin, sex, marital status, status with regard to public assistance or disability in the admissions, employment, or operation of its educational programs.

IX.

It is agreed that the (University, College, or appropriate name) and the Contractor will derive the greatest benefit from this agreement by promoting the interests of each other, by evaluation, consultation and cooperation, and by interpreting the provisions of this agreement in the manner which shall best promote the interest of the student's educational program.

X.

The (University, College, or appropriate name) and the Contractor agree to the following charges as indicated below:

The Contractor agrees to furnish the space, equipment (if needed), and qualified instructor(s) for the specified time.

XI.

This agreement may be amended to include additional programs with notification and mutual consent of the participating parties. Such amendments must be in writing.

XII.

The Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this agreement without the prior written consent of the (University, College, or appropriate name).

XIII.

The parties agree that the Contractor is an independent contractor and that this agreement is entered into in accordance with NRS 333.700, which statute in pertinent part provides that the Contractor is not a state employee. Employees of the Contractor shall not be considered employees of the State of Nevada nor of the (University, College, or appropriate name) and shall not be entitled to the employment benefits accorded to State employees in general and (University, College, or appropriate name) employees in particular.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first set forth above.

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION
Acting on behalf of (Name of Institution)

By: _____
president (Name of Institution)

CONTRACTOR

By:_____ Date:_____
Name and Title

Distribution: 1 copy for Institution
1 copy for Contractor

# Standard Form Clinical Education Affiliation Agreement

**Education Affiliation Agreement for Placement of**
**Institution Students in a Clinical Experience at a Hospital/Facility or Other Facility**

---

This Agreement is made between (Full name and address of Institution), hereinafter referred to as "Institution," and (Full name and address of the Hospital/Facility or Facility), hereinafter referred to as "Hospital/Facility."

## RECITALS

A. Hospital/Facility is the operator of an acute care Hospital/Facility; and

B. Hospital/Facility has the capability to provide a site for (medical/nursing) teaching and practical experience; and,

C. Hospital/Facility has made it a professional responsibility to assist in the educational experience of medical students by providing a medical Clinical Program; and,

D. Institution is currently conducting (medical/nursing/other) programs for which it desires to obtain the assistance of Hospital/Facility to further the training and experience Institution's students can receive toward their educational objectives; and,

E. Institution employs physicians/faculty interested in working at Hospital/Facility while retaining their status as employees of Institution.

## TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Hospital/Facility agree as follows:

1.0 Purpose, Term, and General Policy of the Affiliation.

1.1 Institution and Hospital/Facility agree to affiliate and cooperate for their mutual benefit in order to provide a high standard of health and medical services to the public and to provide research and training programs for medical students, as well as greater service than would be possible without affiliating, through this Clinical Program. Each party may continue to provide professional or Hospital/Facility services outside of this affiliation.

1.2 This Agreement is for a term of ____ years beginning on _____, 20 __, and may be renewed by mutual written consent of the parties for an unlimited number of renewal terms of ____ years each.

1.3 Hospital/Facility seeks to achieve the following goals with this Agreement:

1.3.1 To improve the quality of care while providing an environment conducive to education;

1.3.2 To improve its recruitment ability;

1.3.3 To establish an affiliate clinical program consistent with the values and needs of Hospital/Facility.

1.4 Institution seeks to achieve the following goals with this Agreement:

1.4.1 To provide its students with the necessary clinical experience to prepare them for (medical/nursing/other) careers;

1.4.2 To provide its students and faculty with the opportunity to stay current in the (medical/nursing/other) field; and

1.4.3 To enhance and maintain strong ties to local Hospital/Facility.

1.5 Neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, the students and Faculty assigned to Hospital/Facility, or to any third party.

1.6 Hospital/Facility retains final responsibility for all aspects of patient care and assumes the responsibility to perform procedures that a student has not performed if the faculty cannot assume the responsibility.

1.6.1 Hospital/Facility may permit Institution faculty members to provide such patient services at Hospital/Facility as deemed necessary by Hospital/Facility for teaching purposes.

1.7 Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission on Accreditation of Health Care Organizations, the Department of Health and Human Services, and the State Department of Health and Rehabilitative Services, as well as their own respective institutional rules and regulations.

2.0 Annual Operating Plan.

2.1 The parties agree that each year they shall set forth a written operating plan which shall include:

2.1.1 The names and a table of organization showing all Institution and Hospital/Facility physicians and employees who are participating in this Clinical Program;

2.1.2 The duties of all persons providing services for the Clinical Program listed in section 2.1.1;

2.1.3 A description of all resources of Hospital/Facility to be utilized by Institution;

2.1.4 A description of all resources of Institution to be utilized by Hospital/Facility;

2.1.5 Billing procedures for the departments and divisions covered by this Agreement;

2.1.6 A list of the reports and records which the parties determine must be prepared for the Clinical Program;

2.1.7 Description of the quality assurance program to be followed by Institution and Hospital/Facility;

2.1.8 The clinical education programs to be provided and the starting and ending dates for each program;

2.1.9 The number, names, clinical assignment opportunities, and clinical assignment schedule for the students;

2.1.10 The name of the individual for each party who shall have authority to act for and on behalf of each party in all matters relevant to this Affiliation Agreement.

3.0 Curriculum.

3.1 It shall be Institution's responsibility to:

3.1.1 Establish and maintain for this clinical placement, curriculum standards and educational policies that meet Institution standards (and applicable _____ licensing and accreditation requirements);

3.1.2 Administer, organize, and operate the overall clinical placement educational program;

3.1.3 Provide course outlines to Hospital/Facility that include objectives, goals, and classes for each course providing clinical experience;

3.1.4 Provide Hospital/Facility with a copy of the Student Handbook, if any, that sets forth the rules governing student behavior.

3.2 It shall be Hospital/Facility's responsibility to:

3.2.1 Allow faculty and students to select and arrange Hospital/Facility learning experiences that meet clinical objectives;

3.2.2 Orient Hospital/Facility staff to the curriculum and encourage an atmosphere conducive to learning;

3.2.3 Provide Institution faculty with written policies, procedures, standards of care and protocols of Hospital/Facility, which Institution acknowledges shall govern Institution students and faculty involved in the clinical program;

3.2.4 Maintain its operating license and accreditation by the Joint Commission on Accreditation of Health Care Organizations and _____.

4.0 Program Coordination.

4.1 Institution and Hospital/Facility agree to work together to establish and maintain a quality Clinical Program. Hospital/Facility agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

4.2 Institution shall provide a faculty member who will serve as liaison with Hospital/Facility personnel.

4.3 Institution and Hospital/Facility agree to provide representatives to form a Liaison Committee to meet (monthly/bi-monthly) to fashion, discuss, evaluate, and make recommendations to revise the Clinical Program experience at Hospital/Facility. Institution agrees upon request to provide representatives from Institution faculty to serve on Hospital/Facility committee(s) relevant to the Clinical Program.

4.3.1 Institution representatives on the Liaison Committee shall be: (insert titles of officials to serve on committee).

4.3.2 Hospital/Facility's representatives on the Liaison Committee shall be: (insert titles of officials to serve on committee).

4.4 Institution and Hospital/Facility agree to cooperate in planning hours of practice and selecting areas of clinical services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Hospital/Facility resources, or commit either to any particular action.

5.0 Clinical Faculty and Staff.

5.1 It shall be the responsibility of Institution to:

5.1.2 Employ and assign to this Clinical Program only those physicians/ employees who are State-licensed;

5.1.3 Employ for this Clinical Program only administrative and instructional staff who meet the applicable qualifications;

5.1.4 Discipline, terminate, reassign, and reinstate such personnel in its reasonable discretion;

5.1.5 Provide Hospital/Facility with a faculty responsibility description;

5.1.6 Assign to the Clinical Program only faculty who agree to follow Hospital/Facility rules and regulations even though they are not Hospital/Facility employees;

5.1.7 Define a faculty dress code that meets the approval of Hospital/Facility;

5.1.8 Provide representatives from Institution's faculty to serve on Hospital/ Facility committee(s) at the request of Hospital/Facility;

5.1.9 Provide evidence of appropriate specialty certification for each of its provided physician faculty members.

5.2 It shall be the responsibility of Hospital/Facility to:

5.2.1 Provide Institution faculty with written policies, procedures, standards of care and protocols of Hospital/Facility;

5.2.2 Employ medical, administrative, and direct patient care staff who are currently licensed to practice medicine in the State and who are qualified either

through experience and/or academically to uphold and demonstrate standards of medicine and medical care as established by Hospital/Facility;

5.2.3 Provide medical staff to assist students with clinical assignments.

6.0 Student Records and Student Participation in the Hospital/Facility Clinical Program.

6.1 Institution shall provide and maintain the following records and reports required by the Hospital/Facility for conducting the Clinical Program:_____.

6.2 Hospital/Facility agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the Clinical Program:_____.

6.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide guidance to Hospital/Facility with respect to complying with FERPA.

6.4 It shall be Institution's responsibility to:

6.4.1 Send to Hospital/Facility for clinical experience only those students who have met all Institution requirements and qualifications and who agree to follow Hospital/Facility rules and regulations;

6.4.2 Submit to Hospital/Facility, ____ weeks before the Clinical Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list ____ weeks after Institution's add/drop registration period ends;

6.4.3 Ensure that students attend a Hospital/Facility orientation session during the first month of clinical experience at Hospital/Facility;

6.4.4 Notify students of their assignments with Hospital/Facility;

6.4.5 Provide Hospital/Facility, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the student in the Clinical Program;

6.4.6 Define the mechanisms for students reporting on- and off-duty;

6.4.7 Define and help enforce student dress codes that meet the approval of Hospital/Facility;

6.4.8 Provide Hospital/Facility with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Clinical Program:

6.4.8.1 (e.g., CPR, immunizations);

6.4.9 Upon request and in compliance with FERPA, provide responsible Hospital/Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.

6.5 It shall be Hospital/Facility's responsibility to:

6.5.1 Advise Institution of the number of students who can be accommodated at Hospital/Facility;

6.5.2 Provide orientations to acquaint students with Hospital/Facility

facilities, policies, procedures, Hospital/Facility faculty and staff, and the needs of individuals and/or groups with whom the students will be working;

6.5.3 Provide written evaluations to students ____ weeks into the academic term and ____ weeks after the conclusion of the academic term;

6.5.4 Provide emergency treatment in the event of accident or illness to students while in Hospital/Facility for the Clinical Program, such care to be provided at the students' expense;

6.5.5 Maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the Facility and its care, direct and indirect, of patients.

6.6 Institution and Hospital/Facility agree:

6.6.1 That any student who becomes injured or ill shall receive medical diagnosis and attention;

6.6.2 That any Student who does not meet the health criteria established by Hospital/Facility cannot be assigned to Hospital/Facility. Hospital/Facility has the right, at any time, to request health status reports on students;

6.6.3 That Institution will not be responsible for the ultimate performance of students at Hospital/Facility.

6.7 Student participation in Clinical Program shall be for ____ academic terms.

6.8 The students shall not be compensated for their participation in the Clinical Program.

7.0 Clinical Facilities.

7.1 The Hospital/Facility agrees to provide:

7.1.1 Adequate facilities for the Clinical Program;

7.1.2 Space for reference materials for students;

7.1.3 An area where students may gather together for social and educational meetings, including meals, status conferences, etc;

7.1.4 With its best efforts, conference rooms, classrooms, dressing rooms, and locker space for students and Institution faculty involved in the Clinical Program.

8.0 Relationship Between the Parties.

8.1 Institution and its employees (physician and non-physician) shall not be employees of Hospital/Facility, and shall not hold themselves out as employees of Hospital/Facility. Nothing in this Agreement is intended or shall it be construed to create a joint venture relationship, a lease, or a landlord/tenant relationship.

8.2 Employees of Hospital/Facility shall not be considered and shall not hold themselves out to be employees of Institution.

8.3 Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits on behalf of its employees.

8.4 Neither party shall engage in direct purchasing or otherwise contract any liability on behalf of, or charge the credit of, the other.

8.5 Should the Internal Revenue Service or any other governmental agency question or challenge the independent contractor status of Institution, Hospital/Facility, or its employees, both Hospital/Facility and Institution, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions or negotiations are initiated.

8.6 Hospital/Facility shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of practicing privileges and of membership on Hospital/Facility staff.

8.7 Institution shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of its faculty/employees, in accordance with Institution policies and procedures.

8.8 The parties acknowledge that each participates in various third-party payment programs and agree to fully cooperate with the other by providing assistance to meet all requirements for participation and payment.

9.0 Insurance.

9.1 Hospital/Facility shall, at Hospital/Facility's sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect prior to the commencement of work by Hospital/Facility and shall continue in force as appropriate until the latter of:

9.1.1 Final acceptance by Institution of the completion of this Agreement; or

9.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.

9.2 Any insurance or self-insurance available to Institution shall be excess of and non-contributing with any insurance required by Hospital/Facility. Hospital/Facility's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Hospital/Facility shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Hospital/Facility has knowledge of any such failure, Hospital/Facility shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

9.2.1 Workers' Compensation and Employer's Liability Insurance

Hospital/Facility shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of *Nevada Revised Statutes*, Chapters 616A-D and all other related chapters, is not required.

9.2.2 Commercial General Liability Insurance

a. Minimum limits required:

$1,000,000 General Aggregate

$1,000,000 Products & Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

9.2.3 Business Automobile Liability Insurance

a. Minimum limit required: $5,000,000 combined single limit per Occurrence for bodily injury and property damage.

b. Coverage shall include owned, non-owned, and hired vehicles.

c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

9.2.4 Professional Liability/Errors & Omissions Insurance

a. Minimum limit required: $1,000,000 per Claim.

b. Minimum limit required: $3,000,000 Annual Aggregate.

c. Retroactive date: Prior to commencement of the performance of this Agreement.

d. Discovery period: Three (3) years after termination of Agreement.

e. A certified copy of this policy is required.

9.2.5 Umbrella or Excess Liability Insurance

a. May be used to achieve the above minimum liability limits.

b. Shall be endorsed to state it is "As Broad as Primary Policies."

9.2.6 General Requirements

a. Deductibles and Self-insured Retentions: Insurance maintained by Hospital/Facility shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Hospital/Facility from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by the institution's Risk Manager.

b. Approved Insurer: Each insurance policy shall be:

i) Insured by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

ii) Currently rated by A.M. Best as "A- IX" or better.

9.3 Institution shall maintain, at its own cost and expense, professional liability insurance covering Institution as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the minimum amount of one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) aggregate. Evidence of such insurance shall be provided to Hospital/Facility upon request. This provision shall in no way be considered a waiver of Institution's right to raise the defense of sovereign immunity under NRS 41.0305 to NRS 41.039, which right Institution specifically reserves. Torts claims against physicians/employees are limited to $100,000.00 per cause of action by the provisions of said professional liability insurance and by NRS 41.035. Torts claims against students are limited to $50,000.00 per cause of action by the provisions of said professional liability insurance.

9.4 Institution shall carry Workers' Compensation and Employer's Liability Insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of *Nevada Revised Statutes*, Chapters 616A-D and all other related chapters, is not required.

9.5 During the term of this Agreement and any extension thereof, Institution shall maintain in force Commercial General Liability Insurance in the amount of $_____ per occurrence and $_____ Annual Aggregate or self-insurance sufficient to cover the Institution's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

10.0 Access.

Contractor agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

11.0 Indemnification

11.1 Hospital/Facility shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, employees and from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Hospital/Facility or any of its medical staff, employees, or the residents which may occur during or which arise out of the performance of this Agreement.

11.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Hospital/Facility, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement, and limited to the extent of the professional liability insurance limits set forth in paragraph 9.3 hereinabove. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Institution, its officers, and employees are limited to $100,000.00 per cause of action.

11.3 In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

11.4 This Article shall continue beyond termination or expiration of this Agreement.

12.0 Termination of the Agreement.

12.1 This Agreement may be terminated without cause upon providing at least___days' written notice to the other party prior to the beginning of the next academic term. Such termination must not affect students affiliated with Hospital/Facility for the academic term in which notice is given.

12.2 This Agreement may be terminated for cause by the non-offending party, as follows:

12.2.1 In the event Institution or Hospital/Facility fails by omission or commission in any substantial manner to provide the services in accordance with this Agreement; or

12.2.2 In the event either party becomes insolvent or has a bankruptcy petition filed against it; or,

12.2.3 In the event either Institution or Hospital/Facility or their staff fail to perform their duties hereunder causing imminent danger to patients or materially and adversely affecting the licensure or accreditation status of Hospital/Facility or Institution.

12.2.4 Such termination shall be effective upon written notice to the other.

12.3 This Agreement may be terminated by either party if the other party has substantially defaulted in the performance of any other obligation under this Agreement, if the terminating party first gives thirty (30) days written notice of the default, and the defaulting party has an additional ninety (90) days to cure the default, provided the defaulting party is proceeding to cure with diligence and has given written assurances to the non-defaulting party of the intent to cure.

12.4 Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination, obligations that are expressly extended beyond the term of this Agreement, including indemnification, and obligations made by Hospital/Facility with respect to any student.

13.0 Non-Discrimination and Compliance with Laws.

13.1 The parties agree in this clinical program to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

13.2 The parties agree to comply with all state, federal, and local laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act of 1974. The parties agree to enter into any supplementary agreement that may be required pursuant to the provisions of HIPAA.

14.0 Withholding.

With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

15.0 Entire Agreement; Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

16.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

17.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this agreement. Any and all disputes arising out of or in connection with the agreement shall be litigated only in the_____Judicial District Court in and for the County of_____, State of Nevada, and Hospital/Facility hereby expressly consents to the jurisdiction of said court.

18.0 Assignment.

Nothing in this Agreement shall be construed to permit the assignment by Hospital/Facility or Institution of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either Institution or Hospital/Facility.

19.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution:

To Hospital/Facility:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

IN WITNESS WHEREOF, the authorized representative(s) of Hospital/Facility and of Institution execute this Agreement on this ___ day of _____, 20__.

| INSTITUTION:<br>(Full Legal Name of Institution) | HOSPITAL/FACILITY:<br>(Full Legal Name of Hospital/Facility) |
|---|---|
| By: _____<br>(signature) | By:_____<br>(signature) |
| _____<br>(printed name) | _____<br>(printed name) |
| _____<br>(title) | _____<br>(title) |

# Standard Form Education Affiliation Agreement

## Education Affiliation Agreement

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This Agreement is made between (Full name and address of Institution) hereinafter referred to as "Institution," and (Full name and address of Placement Site), hereinafter referred to as "Placement Site."

## RECITALS

A. Placement Site is capable of providing a site for teaching and practical experience; and,

B. Placement Site has made it a professional responsibility to assist in the educational experience of (university/college) students and is interested in providing assistance in particular to Institution with its curricula; and,

C. Institution is currently conducting (teaching/other) programs granting the degree(s) of _____ for which it desires a Placement Site to further the training and experience of Institution's students.

## TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Placement Site agree as follows:

1.0 Purpose of the Affiliation.

1.1 Institution and Placement Site agree to affiliate and cooperate for their mutual benefit. Placement Site will provide a facility for Institution students to obtain appropriate, high quality (practical/clinical) training and experience ("[name] Program"), and Institution will provide students to support the mission and efforts of Placement Site. The overall intention is to provide training and service with greater success than would be possible without affiliating.

1.2 In particular, Institution seeks to achieve the following goals with this Agreement:

1.2.1 Provide its students with the necessary experience to prepare them for careers in _____;

1.2.2 Provide its students and faculty with the opportunity for professional interaction with practitioners to learn the newest techniques in the _____ field; and

1.2.3 Enhance and maintain strong ties to local (type of Placement Site, e.g., schools).

1.3 Placement Site seeks to achieve the following goals with this Agreement:

1.3.1 Improve the quality of (teaching) while providing an environment conducive to program and experiential training;

1.3.2 Improve its recruitment ability; and

1.3.3 Establish an affiliate (clinical/other) program consistent with the values and needs of Placement Site.

2.0 Responsibilities for the Academic Curriculum.

2.1 It shall be Institution's responsibility to:

2.1.1 Establish and maintain for this placement, curriculum standards and educational policies that meet Institution standards (and applicable _____ licensing and accreditation requirements).

2.1.2 Administer, organize, and operate the overall placement educational program;

2.1.3 Provide course outlines to Placement Site that include objectives, goals, and classes for each course providing (clinical/other) experience;

2.1.4 Provide Placement Site with a copy of the Student Handbook, if any, that sets forth the rules governing student behavior.

2.2 It shall be Placement Site's responsibility to:

2.2.1 Allow faculty and students to select and arrange Placement Site learning experiences that meet program objectives;

2.2.2 Orient Placement Site staff to the curriculum and encourage an atmosphere conducive to learning;

2.2.3 Provide Institution faculty with written policies, procedures, standards of care, and protocols of Placement Site, which Institution acknowledges shall govern Institution students and faculty involved in the (clinical/other) Program.

3.0 Program Delivery and Supervision.

3.1 It shall be Institution's responsibility to:

3.1.1 Employ administrative and instructional staff who meet the qualifications;

3.1.2 Provide Placement Site with a description of Institution faculty responsibilities;

3.1.3 Use only faculty who agree to follow Placement Site rules and regulations.

3.2 It shall be Placement Site's responsibility to:

3.2.1 Employ administrative and (direct service/teaching) staff who are currently licensed and who are qualified either through experience and/or academically to uphold and demonstrate standards of the Program as established by Placement Site;

3.2.2 Provide learning experiences under the supervision of qualified personnel that meet the experience standards of the following recognized professional accrediting agencies, State agencies, and the stated objectives of Institution's educational program:_____;

3.2.3 Provide Institution and participating students with current operational policies and procedures manuals relevant to the Program;

3.2.4 Provide staff to assist students with (clinical/other) assignments;

3.2.5 Provide opportunities for observations and practical experience conducive to the learning process of the students and to meeting the learning objectives of the Program and overall curriculum;

3.2.6 Provide time for Placement Site professionals to attend supervisory meetings and conferences called by Institution as part of the educational program;

3.2.7 Permit, as possible, the students to attend Placement Site regular, operational, and policy-making meetings.

4.0 Program Coordination.

4.1 Institution and Placement Site agree to work together to establish and maintain a quality Program. Placement Site agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

4.2 Institution shall provide a faculty member who will serve as liaison with Placement Site personnel.

4.3 Institution and Placement Site agree to provide representatives to form a coordinating committee to fashion, discuss, evaluate, and make recommendations to revise the Program experience at Placement Site. Institution agrees upon request to provide representatives from Institution faculty to serve on Placement Site committee(s) relevant to the Program.

4.4 Institution and Placement Site agree to cooperate in planning the hours of practice and selecting the areas of services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Placement Site resources or commit either to any particular action.

5.0 Term, Renewal, and Termination of the Agreement.

5.1 This Agreement is for a term of one (1) year beginning on _____, 20___.

5.2 This Agreement shall be renewed by mutual written consent of the parties, (executed before the end of the one-year term set forth in 5.1) for an unlimited number of renewal terms of ____ year(s) each.

5.3 This Agreement may be terminated upon providing at least ____ days' written notice to the other party prior to the beginning of the next academic term. Notwithstanding any such termination, any student already enrolled and participating in the Program shall have the right to fully complete the course.

6.0 Student Participation in Placement Site Program.

6.1 It shall be Institution's responsibility to:

6.1.1 Send to Placement Site for experience only those students who have met all Institution requirements and qualifications and who agree to follow Placement Site rules and regulations;

6.1.2 Submit to Placement Site, ____ weeks before the Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list ____ weeks after Institution's add/drop registration period ends;

6.1.3 Notify students of their assignments with Placement Site;

6.1.4 Provide Placement Site, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the students in the Program;

6.1.5 Define the mechanisms for students reporting on- and off-duty;

6.1.6 Define and help enforce student dress codes that meet the approval of Placement Site;

6.1.7 Ensure that students attend a Placement Site orientation session during the first month of experience at Placement Site;

6.1.8 Provide Placement Site with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Program:

6.1.8.1 (e.g., CPR, immunizations, specified courses.)

6.2 It shall be Placement Site's responsibility to:

6.2.1 Advise Institution of the number of students who can be accommodated at Placement Site;

6.2.2 Provide orientation sessions so all students can become acquainted with Placement Site facilities, policies, procedures, Placement Site faculty and staff, and the needs of individuals and/or groups with whom the students will be working;

6.2.3 Provide written evaluations to students ____ weeks into the academic term and ____ weeks after the conclusion of the academic term;

6.2.4 Provide emergency treatment in the event of accident or illness to students while in Placement Site for the program, such care to be provided at the students' expense.

6.3 Institution and Placement Site agree that:

6.3.1 Any student who does not meet the health criteria established by Placement Site cannot be assigned to Placement Site. Placement Site has the right, at any time, to request health status reports on students;

6.3.2 Institution will not be responsible for the ultimate performance of students at Placement Site.

6.4 Student participation in Program shall be for ____ academic term(s).

7.0 Facilities.

7.1 Placement Site agrees to provide:

7.1.1 Adequate facilities for the Program;

7.1.2 Space for reference materials for students;

7.1.3 An area where students may gather together for social and educational meetings, including meals, status conferences, etc.;

7.1.4 Whenever necessary, available conference rooms, dressing rooms, and locker space for students and Institution faculty involved in the Program.

8.0 Standards of Conduct; Discipline.

8.1 Institution and Placement Site agree that all students and faculty assigned to Placement Site must adhere to all the rules, regulations, and standards applicable to Institution and Placement Site, including rules of ethical and professional conduct as set forth in Institution's Student Handbook, the written policies, procedures, standards of care, and protocols of Placement Site, and _____.

8.2 Placement Site has the right to require Institution to withdraw a Program student in circumstances where:

8.2.1 Student's achievement, competence, progress, adjustment, or health does not warrant continuation at Placement Site; or,

8.2.2 Student's behavior fails to conform with the applicable regulations of Placement Site; and,

8.2.3 Placement Site provides the student with notice of the problem and an opportunity for the student individually to be heard before a final decision is made.

8.3 Placement Site, in any event, reserves the right to exclude from its premises any student whose conduct or state of health is deemed detrimental to the proper administration of Placement Site, provided Placement Site consults with and advises Institution's liaison prior to such exclusion.

9.0 Authority for Placement Site Operations.

Placement Site retains final responsibility for all aspects of Placement Site operations.

10.0 Student Records.

10.1 Institution shall provide and maintain the following records and reports required by Placement Site for conducting the Program: _____.

10.2 Placement Site agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the Program:_____.

10.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide Placement Site with guidance with respect to compliance with FERPA.

11.0 Insurance Requirements.

11.1 Placement Site shall, at Placement Site's sole expense, procedure, maintain, and keep in force for the duration of the Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect on or prior to the commencement of work by Placement Site and shall continue in force as appropriate until the latter of:

11.1.1 Final acceptance by Institution of the completion of this Agreement; or

11.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.

11.2 Any insurance or self-insurance available to Institution shall be excess of and non-contributing with any insurance required from Placement Site. Placement Site insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Placement Site shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Placement Site has knowledge of any such failure, Placement Site shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

11.3 Placement Site shall provide proof of Workers' Compensation and Employer's Liability Insurance as required by NRS 616B.627 or proof that compliance with the provisions of *Nevada Revised Statutes*, Chapters 616A-D and all other related chapters, is not required.

11.4 Commercial General Liability Insurance

11.4.1 Minimum limits required:

$1,000,000 General Aggregate

$1,000,000 Products and Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

$1,000,000 Each Occurrence

11.4.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under contract.

11.4.3 A separate General Aggregate limit shall apply to this project.

11.5 Business Automobile Liability Insurance

11.5.1 Minimum limit required: $1,000,000 combined single limit per Occurrence for bodily injury and property damage

11.5.2 Coverage shall include owned, non-owned, and hired vehicles.

11.5.3 Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

11.6 Umbrella or Excess Liability Insurance

11.6.1 May be used to achieve the above minimum liability limits.

11.6.2 Shall be endorsed to state it is "As Broad as Primary Policies."

11.7 General Requirements

11.7.1 Deductibles and Self-insured Retentions: Insurance maintained by Placement Site shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Placement Site from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by the institution's Risk Manager.

11.7.2 Approved Insurer: Each insurance policy shall be:

i) Issued by insurance companies authorized to do business in the State of Nevada; or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

ii) Currently rated by A.M. Best as "A- IX" or better.

11.8 Evidence of Insurance

Prior to the start of any work, Placement Site must provide the following documents to Institution:

11.8.1 Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to Institution to evidence the insurance policies and coverages required of Placement Site.

11.8.2 Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to Institution, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

12.0 Access.

Placement Site agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from contractor as may be required to defend Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

13.0 Withholding.

With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

14.0 Non-Discrimination.

The parties agree to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

15.0 Indemnification.

15.1 Placement Site shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Placement Site or any of its officers, employees, or agents which may occur during or which arise out of the performance of this Agreement.

15.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Placement Site, its officers, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Institution, its officers, and employees are limited to $100,000.00 per cause of action.

16.0 Relationship of the Parties.

Placement Site is performing the services and duties required under this Agreement as an independent contractor and not as an employee, agent, partner or joint venturer with Institution.

17.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

18.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the_____Judicial District Court in and for the County of_____, State of Nevada, and Placement Site hereby expressly consents to the jurisdiction of said court.

19.0 Assignment.

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

20.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution:

To Placement Site:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

(21.0 Counterpart Originals.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument.)

22.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

23.0 Intellectual Property.

Should any intellectual property be generated out of this Program or related research activities (such as patents, copyrights, and trade secrets), Placement Site agrees that the ownership and control of such property shall be controlled by Institution policies which are appended hereto as Attachment ____ and incorporated into this Agreement.

24.0 Entire Agreement; Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the authorized representative(s) of Placement Site and of Institution execute this Agreement on this ____ day of _____, 20___.

| INSTITUTION: | PLACEMENT SITE: |
|---|---|
| (Full Legal Name of Institution) | (Full Legal Name of Placement Site) |
| By: _____ | By:_____ |
| (signature) | (signature) |
| _____ | _____ |
| (printed name) | (printed name) |
| _____ | _____ |
| (title) | (title) |

Distribution: 1 copy for Institution
1 copy for Placement Site

# Standard Form Inter-Institutional Agreement

(See Procedure #97-1 for guidelines and forms for
inter-institutional agreements related to sponsored projects)

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## COOPERATIVE AGREEMENT

This cooperative agreement is made and entered into this by and between the (name of institution) and the (name of institution), both entities within the Nevada System of Higher Education.

## WITNESSETH

**WHEREAS**, _____desires for the _____ to provide _____ _____and

**WHEREAS**, the _____is duly qualified and able to render the services as hereinafter described; and

**WHEREAS**, the desires to provide the _____ with _____services,

**NOW THEREFORE**, in consideration hereof, the parties hereto agree as follows:

**Term of Agreement:** The term of the agreement shall be from _____ through _____ _____, with two (2) one-year renewals on a year-to-year basis by mutual agreement.

**Service to be Provided:** (Describe work to be performed in detail).

**Compensation:** _____ will be paid a total of $_____ for (describe services to be provided), which will commence _____ and end _____. Payment will be made on the first of each month ($_____/month).

**Assignment:** Neither the _____ nor any interest therein, nor claim there under, shall be assigned or transferred by the _____ unless expressly authorized in writing by the Director of Purchasing of _____ and the Director of _____. No such assignment or transfer shall relieve the _____ from its obligations and liabilities under the Agreement.

**Binding:** The parties agree that this Agreement shall be binding upon the _____ and upon _____, its partners, successors, executors, and administrators.

**Compliance:** _____ is required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA, and other relevant state and federal standards, codes, and regulations that may apply.

**Default:** In case of default by _____, _____ reserves the right to hold the _____ _____ responsible for any actual expenses incurred.

**Entire Agreement:** This Agreement, together with the other appendices hereto, constitutes the entire Agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties with respect to the subject matter hereof, whether expressed or implied, and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement, except as in this Agreement expressly set forth.

**Force Majeure:** Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or and Governmental agency, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

**Headings:** The headings of this Agreement are for the purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

**Laws:** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

**Non-Discrimination in Employment:** It has been and will continue to be the policy of _____ _____ and _____ to be an equal opportunity institution. All decisions of admissions and employment are based on objective standards that will further the goals of equal opportunity. _____is committed to assuring that all programs and activities are readily accessible to all eligible persons without regard to their race, color, religion, gender, national origin, ancestry, age, disability, Vietnam-Era and/or disabled veteran status, any protected class under relevant state and federal laws, and in accordance with University policy, sexual orientation.

**Notice:** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party shall designate to the other in writing hereafter:

Notices shall be sent to the _____ Purchasing Department as follows:
Director of Purchasing (or other appropriate person, name and address)

With copies to:
Director (name and address)

Notices shall be sent to the _____ as follows:

Dean (name and address)

All such notices shall be effective when deposited in the United States Mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the _____ day of _____.

(Name of Institution)

**RECOMMENDED:**

BY:_____
_
(Name) Date

**APPROVED:**

BY:_____
_
(Name), president Date

(Name of Institution)

**RECOMMENDED:**

BY:_____
_
(Name) Date

**APPROVED:**

BY:_____
_
(Name), president Date

Distribution: 1 copy to each party
(Added 6/05; A. 4/06, 1/08, 10/09, 9/10)

## Section 4. General Guidelines for Physical Master Plans to be Incorporated into the NSHE Master Plan

1. a. The Campus Master Plan should provide the Board of Regents with the means to adopt policies and make decisions allowing for the orderly development of each institution. The plan should address existing physical sites and, if appropriate, new sites.

   b. The plan should support the educational philosophy, the missions and goals for each institution. The plan must be consistent with educational information and data furnished by the institution regarding existing and proposed curricula and programs, methods of instruction, and existing and projected student enrollment.

2. Demographic projections of the institution and the community should be considered.

3. Each plan should be consistent with NSHE space utilization standards and should include plans for the use of existing buildings and facilities.

4. Each plan should include a consideration and discussion of the site to determine the potential for development, and it should also deal specifically with the physical problem areas of the campus. It should include consideration and discussion of landscaping, utilities, communication, and computing systems.

5. Each plan should include a consideration and discussion of community planning, including an analysis of existing and proposed physical, environmental, and governmental conditions in the vicinity of the campus. The environmental impact of the plan should be addressed.

6. Each plan should include a consideration and discussion of both pedestrian and vehicle traffic, and of policies governing parking, housing, recreation, safety, and cultural and social facilities.

7. The time for each plan should encompass at least ten years.

(B/R 10/88; Added 6/05)

## Section 5. Capital Improvements and Facilities Management

1. <u>Life Cycle Cost Analyses</u>

The following general procedures and divisions of responsibility shall govern institutional requests for new buildings as they relate to quantifying the future costs to maintain and operate the facilities as required by Board policy.

   a. Effective with the 2013 capital budget cycle, each pre-award proposal for a new building shall include a standardized Life Cycle Cost Analysis as part of the total project cost estimate developed by the State Public Works Board. In order to ensure the Life Cycle Cost Analysis produces meaningful information for the Board of Regents to assess the future costs of a new building should construction be pursued, NSHE shall provide updates to the drivers used by the State Public Works Board to calculate the future cost of the facility. The updates provided by NSHE shall include current, nationally recognized standard expenses associated with operating the facility according to the size and type of building, adjusted for localized building and operational conditions.

b. Effective with the 2013 capital budget cycle, proposals for new buildings in the post-planning and design phases shall include detailed Life Cycle Cost Analysis submitted as a supplement to the capital improvement proposal. In completing the detailed Life Cycle Cost Analysis, institutions may use third-party solutions in order to maximize the planning and scheduling of the ongoing maintenance, capital renewal, and operational expenses that may be incurred during the useful life of the new facility.

(Added 6/10)

## Section 6. Codification of Fair Labor Practices in Contracts for Products that Bear any NSHE Logo (formerly CM 98-3)

At its October 1-2, 1998 meeting, the Board of Regents approved language to be included in contracts with vendors supplying any entity of the NSHE with products that bear a campus or NSHE logo. Please distribute this procedure with the Board approved language that follows to appropriate staff on your campus. Please be sure that it is incorporated in the orientation and training of all current and new employees involved in the processing of contracts.

Licensee hereby certifies that it complies with all applicable labor, product safety, and occupational health laws and regulations, and that no child (under 14 years old) labor or involuntary labor is used, either domestically or abroad, in its manufacturing process, including assembly and packaging.

Licensee acknowledges and agrees that Licensor may cancel all current purchase orders, with impunity, in the event Licensee is found to not be in compliance with applicable labor, product safety, and occupational health laws and regulations, or in the event that Licensee is found to have used child or involuntary labor in its manufacturing process, including assembly and packaging.

Licensees may certify their compliance either by including the two clauses above in the contract with Licensor or by sending a separate document, in the above terms, to Licensor. The NSHE will not conduct business with vendors who do not comply with this certification.

(Added 6/05)

## Section 7. Accounting Procedures for State Supported Summer Session Nursing and Nursing Prerequisite Courses

State general fund support is provided through the NSHE funding formula for the undergraduate summer session nursing and science-based nursing prerequisite courses. Formula funding is determined by projecting student full time equivalent (SFTE) enrollments of nursing students registered in applicable summer session courses and by applying the enrollments in the formula to determine the budgeted revenue and expenditure levels.

Calendar year summer session reported SFTE enrollments will be added to the subsequent Fall semester reported SFTE enrollments for purposes of determining the academic fiscal year actual annualized SFTE enrollments and also for purposes of determining the three year weighted average growth rate required to apply against the most current actual annualized SFTE enrollments when projecting student FTE enrollments for the NSHE state biennial budget requests.

Summer Session Nursing Registration Fee Determination

Summer session nursing students registered in nursing and science-based nursing prerequisite courses will be assessed the same per credit registration fee assessed for all other summer session courses, which currently is the previous spring semester Board of Regents approved per credit registration fee plus the Board approved Summer Session Registration Fee (Chapter 7, NSHE *Procedures and Guidelines Manual*).

Summer Session Nursing Registration Fee Revenue and Expenditure Accounting

A portion of the registration fee revenue collected from 'nursing' students registered in nursing courses and from the five science-based nursing prerequisite courses needs to be transferred and distributed to the state revenue budget and the other non-state revenue budgets the same as those collected and distributed in the standard Fall and Spring terms and reflected in the *Board of Regents Handbook*, on or after December 31st each year.

To determine the registration fee revenue amount to be transferred annually, from the summer session revenue collection account to the state revenue collection account, multiply the approved summer session per credit registration fee amount, less the Board of Regents' approved Summer Session Registration Fee, against the total credit hours posted for the SFTE enrollments reported in the NSHE official summer session enrollment report.

The applicable costs associated with faculty salaries and operating costs, required to provide instructional services for the SFTE nursing enrollments reported, need to be transferred annually to the appropriate state budget account.

Summer Session Salary Schedules - State Supported Courses

Normal academic year full-time and part-time salary schedules apply for summer session state supported instructional faculty positions.
(Added 6/05; A. 11/05)

## Section 8. Operating Cost-Savings Measure

*Nevada Revised Statutes (NRS)* Chapter 333A address the requirements and procedures for operating cost-saving measure procurements including energy efficiency and Leadership in Energy and Environmental Design (LEED) project initiatives. NSHE institutions considering projects of this nature must ensure compliance with applicable statutes. For initiatives involving operating cost-saving measures, both state and non-state funded, the following procedures apply:

a. Projects involving operating cost-saving measures must be initiated and managed by the institutional facilities management organization in accordance with applicable NRS requirements.

b. Contracts with qualified service companies, including performance contracts, must be awarded through the institutional purchasing organization or the applicable Business Center.

c. Contracts with a qualified service company, including performance contracts, must conform to NRS requirements outlined in the Energy Retrofit Checklist to ensure procurement steps and prevailing wage requirements are addressed. Confirmation of compliance must be demonstrated with an identifying signature and date.

d. Performance contract modifications are not to be executed if the modifications violate the cost neutrality provisions of the NRS 333A.090(5) “unless approval of the change order is more economically feasible than termination of the operating cost-savings measure.” Determination to execute a change order will be approved by the chief business officer or Business Center upon the written recommendation of the institutional facilities officer.

e. Multiple operating cost-savings measures may be bundled into one performance contract if the aggregate savings when compared to the aggregate costs per fund source (state and/or non-state) are in compliance with the cost-neutrality provisions of *NRS*.

f. Multi-year contracts with qualified service companies may be permitted if the total contract term does not exceed three years. Extensions to the term of the contract for a period not to exceed six years in total may be approved by the chancellor upon the recommendation of the institutional business officer or Business Center.

g. NSHE institutions that employ a certified energy manager or a registered professional engineer (mechanical) may use those individuals to satisfy the *NRS* 333A.086(1) requirements for a third-party consultant “…to work on behalf of the using agency in coordination with the qualified service company.”

**NEVADA SYSTEM OF HIGHER EDUCATION**
**Checklist to be followed for each Operating Cost-savings Measure**

**(rev April 4, 2006)**

This checklist certifies that the energy retrofit project described in the attached Agreement fully complies with the requirements of *Nevada Revised Statutes* Chapter 333A. It specifically certifies the following items have been accomplished:

AGENCY NAME:_____

CONTRACT TERM:_____

_____ Identify potential operating cost savings measures.

_____ Determine need to engage a Qualified Service Company (QSCO).

_____ If QSCO services are required contact the State Energy Coordinator requesting permission to issue an RFP for an energy "partner".

_____ Determine whether project scope warrants engaging a long-term (up to 3 years) energy "partner", or if the project scope is small enough to utilize a project-specific QSCO.

_____ Engage an QSCO per requirements in NRS Chapter 333A to include:

1- Measurement and verification of savings to be accomplished as follows: Lighting – at conclusion of project HVAC – annually for minimum of 5 years as defined by the agency Energy Coordinator or Professional Mechanical Engineer.

_____ Review projected savings and determine whether or not savings will amortize a cash-neutral lease within the time allowed by NRS Chapter 333A (up to 15 years).

1- Multiple operating cost-savings measures may be bundled into one performance contract provided the aggregate savings compared to the aggregate costs per fund source, state and/or non-state, meet the cost neutrality provisions of the NRS.

_____ If savings result in cash-neutral lease, prepare a proposal for review by Agency Review Team.

_____ Schedule a review meeting with the Review Team.

_____ Determine feasibility of project and approve or disapprove.

_____ If project is approved by Review Team, schedule a further, more detailed review with QSCO and the Review Team.

_____ If project is further approved, proceed with the following:

_____ Prepare bid documents with QSCO's input and review.

_____ Advertise project for construction.

_____ Determine successful bidder(s).

_____ Award bid contingent on financing being approved by leasing/finance company.

_____ Issue a "Letter of Intent" to the successful bidder(s) with a copy to the QSCO with instructions "NOT TO PROCEED" until a purchase order is issued by the Agency.

_____ Obtain leasing/financing paperwork from the leasing/finance company, and submit with construction contract to the Purchasing Department.

_____ Review construction and leasing/financing contracts, and forward to chancellor's office for review and approval. (chancellor's approval is required on all changes or additions to the Master Financing/Lease contract because of the total dollar amount of the financing/lease, and the fact that the chancellor signed the Master Financing or Lease Agreement).

_____ Send the financing/lease paperwork back to the finance/leasing company for signature.

_____ Notify QSCO when signed documents have been received back from the financing or leasing company.

_____ Issue a purchase order (authorization to proceed) to the QSCO.

_____ Provide Agency Facilities Department with construction drawings for review and approval.

_____ Review construction drawings and note any changes or deficiencies. Return drawings and comments to contractors.

_____ Monitor project progress, and provide Review Team with periodic project progress reports.

_____ Approve periodic payments based upon successful installation of equipment and systems.

_____ Upon project completion, provide savings measurement and verification report for review by Facilities Maintenance engineering staff.

_____ Review savings measurement and verification report and ensure that proposed savings have been achieved.

_____ If proposed savings have been achieved, close out project.

_____ Review annual measurement and verification reports, if applicable.

_____ If proposed savings have NOT been achieved, determine cause and correct.

Initiated By: _____ Contract Reviewed By: _____

| | |
|---|---|
| Agency Representative | Date |
| NSHE Representative | Date |

**NSHE CAPITAL CONSTRUCTION PROJECT CHECKLIST**

**(rev March 16, 2006)**

PROJECT NAME: _____

Individual Responsible for Project: _____

| | |
|---|---|
| | Specifications completed? |
| | Public works approval/plan check. |
| | Project estimated to exceed $100,000; prepare paperwork for Business Centers processing and tracking. |
| | Project less than $100,000 – System institution responsibility. |
| | Advertise or competitive bids/quote? |
| | Contract with BOR as contracting party – System institutions are responsible to meet requirements of NSHE Procedures and Guidelines Manual, Chapter 5.<br>_____ Provisions for costs such as Plan Review<br>_____ Printing/reproduction<br>_____ Other<br>_____ Effective Date of Contract |
| | Insurance:<br>_____ General Liability<br>_____ Workers' Comp documents<br>_____ Vehicle Liability |
| | Bid/Performance bonds. |
| | Notice to Proceed. |
| | Public works inspections. |
| | Percent Completion/payments. |
| | Change Orders (See Note 1 below):<br>_____ Specifications<br>_____ Budget modifications<br>_____ Approvals<br>Cumulative amount of change order equal to or greater than 10% (please check and initial):<br>$ _____ Change Order #1 ____<br>$ _____ Change Order #2 ____<br>$ _____ Change Order #3 ____<br>$ _____ Change Order #4 ____<br>$ _____ Change Order #5 ____ |
| | Substantial Completion/ Punch List. |
| | Commissioning with warranties, turn over, operating and maintenance manuals, certificate of occupancy. |
| | Subs paid and Final payment to contractor. |
| | Complete project documentation/budget tracking/change orders to Facilities files. |

Please check completed items and mark as "NA" (not applicable) to any items that do not apply:

Note 1: If original contract signed by the chancellor, or, if cumulative amount of change order(s) reaches 10percent of original contract for construction, send to chancellor's Office for approval.
(Added 7/06)

## Section 9. Purchasing Card Program Best Practices

The following represent best practices associated with the P-card program to which each NSHE institution shall adhere:

1. Each institution shall have a specific department and personnel assigned the responsibility and authority for management of their P-Card program, with adequate staffing to support the operation.

2. Each institution shall establish an appropriate regular audit/review process for P-Card transactions to help ensure adequate operations of the program and to address errors/problems. The review process must include standard exception management reporting and other appropriate methods to regularly monitor P-card activities for potential abuses/errors, including regular reviews/evaluations of any "structured" transactions (planned and sequenced uses that circumvent existing parameters of operation for the program).

3. Each institution shall require adequate training for P-Card holders before they are issued a card. Following training P-Card holders must be issued a user's manual and sign for that manual, noting they understand their responsibilities and authority associated with the use of the P-card. Additionally, each institution shall send out regular reminders to card-holders noting key requirements and responsibilities (preferably with an updated "Quick Guide" pocket summary on proper uses of the P-Card).

4. Each institution shall establish time periods to review and update the user's manual at least annually.

5. Each institution shall ensure that all policies and procedures established are consistent with Board of Regents' and chancellor's purchasing requirements.

6. Security provisions need to be adequate, including requiring a password change at least every 90 days.

7. Each institution must have an adequate and timely process to ensure that when employees leave the institution (voluntarily or otherwise) their card is collected and/or deactivated.

8. On at least a monthly basis a supervisory review and approval of the electronic account statement for card-holder activity shall be formally completed. If the president (or lower officer which has received delegation from the president to approve host expenses under Chapter 5, Section 1) has previously approved host expenses, the officer is not required to also review and approve P-Card statements that include hosting expenses.

9. The electronic account statement shall be used to collect the business purpose summary of purchases (as back-up to the itemized receipt or invoice).

10. Only the authorized cardholder may use their card, and it shall not be loaned to another individual. Institutions may consider "departmental" cards for specific situations where the card may be used in an effective and controlled manner.

11. Each institution shall have a process to review and control the P-card limits for each user (transaction limits and monthly limits) that match the user needs, and are balanced against existing controls. One overall institutional limit is prohibited. The institution shall have a process to review all limits on at least an annual basis, and adjust as appropriate.

12. Each P-card shall have the following printed on the face: “Tax Exempt – For Business Use Only”; the institutional Tax ID #; and the institution’s name (e.g. “UNR”).

13. Each institution shall have an adequate policy enforcement for significant abuses to P-card uses, which may include suspension and/or deactivation of its use.

14. Each institution must have an adequate process to ensure that equipment purchased with the P-card meets all tagging requirements, including those for “sensitive equipment.”

15. Each institution shall review the MCC codes to insure cards may not be used at inappropriate vendors/types of businesses.

(Added 5/07, A. 6/11)

## Section 10. Payment Card Industry (PCI) Compliance Procedures

1. Payment Card Industry (PCI) compliance must be completed on a consistent, System-wide basis. Annually, System staff will review transaction data with NSHE’s merchant service providers and determine which compliance level is applicable to the System. System controllers will be notified of any changes in classification or compliance procedures.

    a. Scans are required from institutions that accept, transmit and/or store any cardholder data. The scans must be performed by a certified Qualified Security Assessor and/or a PCI approved scanning vendor. Institutions that are in scope for scan, as determined by the PCI, must upload a quarterly scan within five business days after the end of the quarter using the portal provided by the merchant services provider. A copy of the scan in PDF format must be submitted to the Banking & Investment Department at the time of upload.

    b. All institutions must complete the appropriate Self-Assessment Questionnaire (SAQ) form annually for the prior calendar year. The completed form must be signed by the campus business officer and submitted to the Banking & Investment Department by January 25th. As NSHE functions under one tax ID number, the System will complete and submit one consolidated SAQ form for NSHE to the merchant service providers.

2. Gateways: Incorrect gateway selection or set-up can impact institutional compliance with the PCI. Prior to acquiring gateway, institutions shall provide vendor information to System staff who will verify with the merchant bank that the gateway is PCI compliant.

(Added 12/13)

## Section 11. Travel

Employee Travel

1. NSHE follows the travel regulations for employee travel established by the State of Nevada Board of Examiners, unless otherwise stated below. Documentation is required to be attached to the travel claim when exceptions are granted to the standard hotel rates as stated in *State Administrative Manual* Sections 0212.0 and 0214.0. When flying on Southwest Airlines, the additional fees to upgrade to the Business Select level, will not be reimbursed to the traveler.

2. The State Board of Examiners requires each agency to establish regulations controlling the hours and conditions during which an employee will be allowed to claim meals. Time limitations for meal reimbursements when in travel status (both in-state and out-of-state travel) for NSHE employees, students, volunteers, and candidates are as follows:

| | Meal Time Frames |
|---|---|
| Breakfast: | 12:01 a.m. – 10:00 a.m. |
| Lunch: | 10:01 a.m. – 3:00 p.m. |
| Dinner: | 3:01 p.m. – 12:00 a.m. |

(formerly CM 02-02)

3. When an employee travels 75 miles or less (one way), for a period of less than 24 hours, the employee is not entitled to receive reimbursement for meals for the day. The employee is entitled to reimbursement for mileage at the rates stated in the *State Administrative Manual*.

4. Unless specifically authorized in writing by the employee's supervisor, an employee who makes a single trip greater than 200 miles shall use a State Motor Pool vehicle or a rental car instead of a personal vehicle for such travel if either option is less expensive than use of a personal vehicle. (This paragraph effective January 1, 2014.)

5. An employee whose travel is funded by a federal grant or contract shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118, and the requirements of 41 CFR Part 301-10.

Regent Travel

TRAVEL REGULATIONS – 10/01/13 thru 9/30/14

**REGENTS**

**In-State**

| Breakfast | Lunch | Dinner | Lodging | Location/Date of Travel |
|---|---|---|---|---|
| 12.00 | 18.00 | 36.00 | 92.00 | Las Vegas – Oct. 1 – Sept. 30 |
| 8.00 | 12.00 | 26.00 | 93.00 | Reno/Sparks/Incline – Oct. 1- June 30 |
| 8.00 | 12.00 | 26.00 | 125.00 | Reno/Sparks/Incline – July 1- Aug. 31 |
| 8.00 | 12.00 | 26.00 | 93.00 | Reno/Sparks/Incline – Sept. 1- Sept. 30 |
| 10.00 | 15.00 | 31.00 | 88.00 | Stateline, Carson City – Oct. 1 – Sept. 30 |
| | | | | Incidentals - $5.00/day |

NOTE: If neither the city nor the county is listed, the location is a standard CONUS destination with a rate of $83.00 for lodging and $46.00 for meals and incidental expenses.

**Out-of-State**

*Reference the GSA – Domestic Per Diem Rate website - http://www.gsa.gov/

Receipts required for reimbursement:

- Expenses for parking or vehicle storage
- Car rental
- Airline ticket stub (passenger receipt), airline ticket invoice or ticketless itinerary
- In and out-of-state lodging (If no receipt is turned in with the travel claim, the CONUS rate will apply).
- Hosting
- Taxi fare or airport shuttle

*$5.00 per day is allowed for incidental expenses (receipts not required) which may include:

- Luggage carts
- Metered parking
- Subway/bus use
- Toll charges
- Tips

Meal Reimbursement Time Guidelines:

- Breakfast: 12:01 a.m. – 10:00 a.m.
- Lunch: 10:01 a.m. – 3:00 p.m.
- Dinner: 3:01 p.m. – 12:00 a.m.

Mileage:

- Reimbursement for an employee using his/her own personal vehicle for the State's convenience – 56.5¢ per mile. ("Personal Vehicle Mileage Reimbursement" memo must accompany each request.)
- Reimbursement for an employee using his/her own personal vehicle for the employee's convenience – 28.25¢ per mile.
- Reimbursement for an employee using his/her own motorcycle – 53.5¢.
- Airmile allowance - $1.33 per mile.

If traveling by private vehicle or airplane from a departure city to an arrival city, served by a commercial airline, the mileage reimbursement shall not exceed the airfare equivalent.

Regents are allowed to rent a vehicle or use state Motor Pool vehicles when traveling in-state. Arrangements are made through the Board Office.

Airmiles:

| | |
|---|---|
| Reno/Las Vegas | 345 miles |
| Reno/Elko | 230 miles |
| Elko/Las Vegas | 330 miles |
| Reno/Ely | 264 miles |
| Ely/Elko | 116 miles |
| Elko/Fallon | 160 miles |

Landmiles:

| | |
|---|---|
| Elko/Las Vegas | 469 miles |
| Reno/Las Vegas | 441 miles |
| Elko/Reno | 289 miles |
| Elko/Ely | 187 miles |
| Reno/Yerington | 81 miles |

Upon completion of travel, forward all receipts and information to the appropriate administrative assistant for processing. An employee identification number is required for processing travel reimbursements through the NSHE accounting system. Reimbursement checks will be made to the traveler per the instructions indicated on the Travel Request.
(Added 3/08; A. 12/08, 10/09, 12/09, 12/10, 6/11, 9/11, 9/13)

## Section 12. Allocation Principles for Applied Research Initiatives

The following principles must be followed in the allocation of state funds for applied research initiatives (ARIs):

1. All funds must be used to generate research and to promote economic development and economic diversity of the State of Nevada.

2. Funds shall be used to stimulate research by allowing faculty to a) leverage industrial investment in research, or b) match federal and state funds where a match is mandatory. At least a 1:1 match is required, and a higher match is desired.

3. The use of ARI funds as matching for Small Business Innovation Research and Small Business Technology Transfer Programs (SBIR/STTR) is highly encouraged. These programs stimulate technological innovation and encourage participation by the socially and economically disadvantaged and women-owned small businesses.

4. The ARI funds are restricted to research projects. They may not be used for support service or training projects.

5. Cooperative efforts involving the use of ARI funds among the Desert Research Institute, the University of Nevada, Las Vegas, and the University of Nevada, Reno are encouraged.

6. Each chief research officer or vice president for research must establish a campus process that will encourage research activities, evaluate matching proposals, and ensure the administration of these funds. The campuses may establish additional guidelines for these funds in order to meet particular goals and objectives as long as the intent of all other principles is met.

7. A uniform reporting method applicable to each NSHE institution for each awarded grant must be developed by the Research Affairs Council.

(Added 1/08)

## Section 13. Intangible Asset Policy

1. An asset must possess all of the following characteristics before it is considered an intangible asset for financial reporting purposes:
    - Lacks physical substance;
    - Be nonfinancial in nature;
    - Has a useful life extending beyond a single reporting period; and
    - Has not been created or acquired primarily for the purpose of directly obtaining income or profit.

Goodwill, although intangible in nature, is not considered an intangible asset.

2. The threshold for capitalization for purchased intangible assets will be $250,000 and the threshold for capitalization for internally generated assets will be $500,000

3. For internally generated intangible assets other than software, only outlays incurred subsequent to meeting the criteria below will be capitalized:
    - The specific objective of the project and the nature of the service capacity that is expected to be provided by the intangible asset must be known;
    - The technical or technological feasibility for completing the project must be demonstrated so that the intangible asset will provide its expected service capacity;
    - Evidence that the current intention, ability and effort will result in the completion or continuation of the development of the intangible asset.

Outlays prior to meeting all three of the above criteria will be expensed.

4. Internally generated software can include software that was developed in-house by the entity's personnel or by a third-party contractor on behalf of the entity. However, commercially generated software will be considered internally generated if it is modified using more than incremental effort before it is made operational.

5. Only outlays that meet the threshold and meet both of the following criteria will be capitalized:
    - The preliminary project stage is complete; and
    - Management implicitly or explicitly authorizes and commits to funding, at least currently, in the event of a multi-year project.

6. Costs that should not be capitalized:
    - Preliminary costs such as conceptual formulation and evaluation of alternatives and final selection of alternatives for the development of software
    - Post implementation/operational costs such as application training and software maintenance

7. Modifications of computer software must meet one of the following to be added to the cost of the original software as a betterment:
    - Increase functionality of the software which allows software to do tasks it couldn't do before
    - Increase efficiency which allows the software to increase the level of service provided by the software without the ability to perform additional tasks
    - Extend its estimated useful life

If the modification doesn't meet one of the above – then the outlay should be expensed as maintenance.

8. Land use rights assets such as easements, water rights, timber rights and mineral rights will not be reported as a separate intangible asset if the rights were purchased with the associated land.

Intellectual rights assets if acquired primarily to earn income are not intangible assets and will be reported as investments.

9. Intangible assets will be amortized over the useful life of the asset. The life should not exceed the period to which the service capacity is limited by contractual or legal provisions. Software and trademarks may have their lives limited by obsolescence.

Renewal periods may be considered when determining the useful life if there is evidence the entity will seek and be able to renew the current contract. Renewal fees must be nominal in relation to the level of service capacity expected to be obtained through the renewal.

An intangible asset will be considered to possess an indefinite useful life if there are no legal, contractual, regulative or technical factors that limit its useful life. Indefinite useful life intangible assets are not amortized. An example of an indefinite life asset is a permanent right-of-way easement.

10. Intangible assets are subject to the same impairment indicators as other capital assets and follow GASB Statement 42: Accounting Financial Reporting for the Impairment of Capital Assets and for Insurance Recoveries. In addition to those indicators, a common indicator of impairment for internally generated intangible assets is development stoppage. Internally generated assets impaired from development stoppage will be reported at the lower of carrying value or fair value.

(Added 4/11)

## Section 14. Capital Improvement Policy

1. NSHE capitalizes all expenditures for constructing a new building. For the proposes of this policy, capitalization is defined as the act of recording an expenditure or contribution that may benefit a future period as an asset rather than treating the expenditure as an expense of the period in which it occurs. Additionally, major improvements, additions, or major building alterations that involve an expenditure of at least $250,000 for System institutions with net capital assets valued at $50,000,000 or greater or $100,000 for all other System institutions, that are not recurring in nature, and that usually increase the use value (efficiency, productivity, or use utility) or the useful life of the building beyond what it was before the alterations, are also treated as capital improvements. If any of these expenditures do not meet the definition of a capital improvement or do not reach the minimum capitalization threshold, they should be expensed.

2. For construction of new buildings or major improvements or alterations to existing buildings, the amounts to be capitalized include (1) the contract price of construction, including any contract changes; (2) architectural fees and services; (3) expenditures incurred in remodeling, reconditioning, and making the building suitable for the intended purpose; and (4) interest incurred during the period of time required to complete and prepare the asset for its intended use.

3. Major improvements should be distinguished from ordinary repairs that maintain the existing asset in normal operating condition and are expensed immediately. Ordinary repairs are recurring in nature and are normally small relative to the value of the asset; they do not materially add to the use value of the asset, and do not substantially extend its operational life.

4. Additions are new construction, acquisitions and extensions, enlargements, or expansions made to an existing asset. Additions are capitalized because they are considered to be extraordinary or major alterations. Also, work done on the existing asset to accommodate the addition should be regarded as part of the cost of the addition and capitalized.

5. Replacements and improvements are substitutions of a part of an asset for another. While replacement is the substitution of an asset of basically the same type and performance capabilities, improvement is the substitution of a better asset with superior performance capabilities. Replacements are considered as ordinary repairs and maintenance and are expensed when incurred.

6. Reinstallation and rearrangement costs are usually incurred to increase efficiency in production or reduce production costs and if their benefit extends beyond the current accounting period, they should be capitalized; otherwise they should be expensed as incurred.

7. Ancillary costs associated with preparing the property for its intended use should be capitalized.

8. A building's shell may be segregated from each building component and each item depreciated over its estimated useful life or the entire building may be treated as a single asset and depreciated over a single useful life. The component life for the shell shall be 40 years, fixed equipment shall be 15 years, systems/services shall be 15 years, finishes/fixtures shall be 10 years and the roof shall be 15 years.

9. Salvage or residual value is an estimate of the amount that will be realized at the end of the useful life of a depreciable asset through sale or other disposal. Salvage value should generally not be utilized in calculating depreciation.

(Added 4/11)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 6

# ACADEMIC PROCEDURES


Section 1. Academic Year ..... 2
Section 2. Enrollment and Taxonomy Reporting Procedures (effective Fall 2013) ..... 2
Section 3. Identification of Distance Education Courses ..... 5
Section 4. Identification of Students with Documented Disabilities ..... 6
Section 5. Race and Ethnicity Identification – Collection Purposes ..... 6
Section 6. Nevada High School Data Elements – Collection Purposes ..... 6
Section 7. Universal Identification (UID)/NSHE ID – Procedure for Updating Student Information ..... 7
Section 8. Universal Identification – Required Application Statement for Students and Employees ..... 9
Section 9. Condensed Format for Consideration of Existing Program Changes ..... 9
Section 10. Evaluation Criteria for Baccalaureate Degree Program Proposals at NSHE Community Colleges (formerly CM 03-01) ..... 10
Section 11. Review of New Study Abroad Student Programs ..... 12
Section 12. Basic Agreement for Inter-Institutional Cooperation in Sponsored Programs ..... 13
Section 13. Program & Organizational Unit Proposals ..... 18
Section 14. Student Military Mobilization/Activation for NSHE Institutions ..... 21
Section 15. Student Directory Information – Non-Disclosure Statement ..... 25
Section 16. Audits of Residency Determinations ..... 26
Section 17. Audits of Community College Admissions (effective Fall 2012) ..... 26

## Section 1. Academic Year

1. Campus academic calendars and proposed dates of commencements must be submitted to the chancellor's Office no later than two years prior to the year in question.

   Presidents are responsible for specifying the academic-year obligation for their academic-year faculty. The academic-year obligation defines the dates within which academic-year faculty should be available for assignment on-campus or off-campus. Presidents must submit to the chancellor the academic-year obligation for their faculty no later than May 1st two years prior to the year in question. The chancellor shall compile these data and make them available across the System.

2. For contractual and other appropriate purposes, the academic year is defined as the twelve-month period coinciding with the fiscal year from July 1 to June 30, inclusive. Such period contemplates observance of officially recognized national and state holidays and such other recesses of official on-campus and off-campus duty as may be established at any time by the Board of Regents.

(B/R 4/72, 3/98, 6/00; Added 6/05)

## Section 2. Enrollment and Taxonomy Reporting Procedures (effective Fall 2013)

1. **Enrollment Reporting Timelines:** The enrollment counts for each institution will consist of a preliminary and final count of enrollment each semester. The preliminary count in the Fall and Spring semesters will be reported as of October 15 and March 15 respectively for the community colleges and as of the last day to drop/add at the universities and state college. The end-of-semester count for the fall semester must be taken on or before January 10 and reported to the Chancellor's Office no later than January 15. The end-of-semester count for the Spring semester must be taken on or before June 15 and reported to the Chancellor's Office no later than June 20. Enrollment counts will include unduplicated student headcount and student FTE for all state-supported courses.

2. **State-Supported FTE:** Student enrollments in NSHE courses are counted as state-supported FTE in all academic credit courses that can be used to fulfill the requirements of a degree or certificate and where student fee revenue[1] is collected in support of the state operating budget.

[1] student fee revenue – registration fees & tuition are established by the Board of Regents. In order to meet the criteria for state support, institutions are required to charge Board approved tuition and fees per credit (Title 4, Ch. 17, Sec. 5). Special fees may be created to cover additional costs of instruction (lab fees, etc.).
Fees can also be waived under special circumstances (see BOR policy Title 4, Chapter 17).

- Except at the universities, enrollment in credit-bearing[2] remedial/developmental courses[3] and vocational training courses may also be counted as state-supported FTE as long as student fee revenue is collected in support of the state operating budget.

- In cases where additional fees are required to cover special costs and are placed in a class fee account or a self-supporting budget, FTE enrollment may still be counted as long as the normal class revenues from students are collected in support of the state operating budget.

3. **Headcount:** Unduplicated headcount will be reported for all state-supported courses using the same reporting criteria as student FTE. The universities will also report a separate unduplicated headcount for professional schools (i.e. medical, law, and dental).

4. **Summer Term:** Courses ending after June 10 and prior to August 21 will be considered summer term courses. Summer term FTE is not state-supported, except for nursing courses and science-based nursing prerequisites and major requirements (see additional information provided under Summer Nursing Enrollment).

5. **Summer Nursing Enrollment:** Unduplicated headcount is reported to the Chancellor's Office for nursing and science-based prerequisite courses included in the state-supported budget. The following criteria will be followed in calculating and reporting these enrollments:

   - Institutions will report the enrollment of nursing students and pre-nursing students enrolled in undergraduate nursing courses, as well as science-based nursing prerequisites and major requirements[4]. Nursing courses included in enrollment counts must be requirements[4] for an associate or baccalaureate degree. A record of educational intent or declaration of major must be auditable and stored within the student information system.

   - Student FTE from undergraduate nursing courses and science-based nursing prerequisites/requirements will be added to the FTE totals from the Fall semester of the subsequent academic year. (i.e. Summer 2004 FTE from nursing courses and prerequisites/requirements will be added to Fall 2004 FTE) for the purposes of computing annual average FTE.

   - The official enrollment reporting date for Summer nursing enrollment will be an end-of-semester count occurring no later than August 25. Institutions must submit their enrollment to the System Office no later than August 31.

6. **Enrollment Between Semesters:** Enrollments in courses with an end date occurring after December 31 will be recorded in the following spring. Enrollments in courses with an end date occurring after August 20 will be recorded in the following fall.

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[2] credit-bearing *(def.)* Courses possessing at least one *unit of credit* (1 or more) signifying a quantification of student academic learning. One unit of credit typically represents fifteen hours of lecture or seat time (as defined by the Northwest Commission on Colleges and Universities).
[3] remedial/development courses – English or math classes with course numbers less than 100.
[4] science-based nursing prerequisites and major requirements refer to all courses belonging to the physical or biological sciences that are either prerequisites for entry into a nursing program or required courses within a nursing program (i.e. biology, chemistry, nutrition)

7. **FTE Calculations:** The following equations must be utilized when calculating state-supported FTE:

   - Undergraduate level FTE - semester student credit hours generated in undergraduate level courses (course numbers 000 to 499) --regardless of student level -- divided by 15.

   - Master's level FTE - semester student credit hours in graduate-level courses (course numbers 500 and above) generated by non-doctoral students, divided by 12.

   - Doctoral level FTE - semester student credit hours in graduate-level courses (course numbers 500 and above) generated by doctoral students, divided by 9.

8. **Deferments & Refunds:** Students who have not paid in full or complied with the institution's formal deferment policy must be deleted from end-of-semester enrollment counts. Those students receiving 100 percent refunds for course enrollments are subtracted from the FTE enrollment count, while refunds of less than 100 percent are not subtracted.

9. **Course Taxonomy Data:** On the official enrollment reporting date of each term, institutions will submit a file composed of individual student records, one record per student per course. Records should be created for all students enrolled in at least one credit-bearing course that qualifies as state-supported FTE. The total student FTE reported in the file must equal the institution's official enrollment recorded for that term. System Administration is responsible for identifying all new course prefixes and applying initial coding.

   The file must include the corresponding end of semester grade for each student record. A last date of attendance based on the last academically related activity for all "F" grades must be included. The last date of attendance shall be determined based on the guidelines established in the Federal Student Aid Return to Title IV regulations (34 Code of Federal Regulations 668.22).

10. **Institutional Documentation:** Each institution must establish and maintain documentation delineating institutional procedures and processes for calculating state-supported FTE. The documentation should include formalized steps and responsibilities of staff in the process of calculating student FTE, as well as detailed procedures for downloading data from the mainframe, processing and computing information to reach state-supported FTE totals, and reviewing data for validity and reliability. Also, institutions should develop a schedule and process for conducting periodic reviews of the courses included in FTE calculations in order to ensure only appropriate ones are included in official state-supported FTE counts.

11. **Audit**: The end-of-term student credit hour enrollment and grades reported in the taxonomy files created pursuant to Subsection 9 will be audited each semester.

    a. System Administration will run an extract from each institution's live data to obtain a file for audit purposes on the end-of-semester count day established in Subsection 1. The extract file will be compared to the institutional taxonomy files for the purpose of this audit. Those institutions which use an end-of-semester count day other than that described in Subsection 1 shall notify System Administration at least one week prior to the selected date.

b. Two exception reports will be produced based on this audit:

   i. Differences in student credit hours (SCH) by course-level and CIP; and

   ii. Differences in grades (including but not limited to W, blank or not reported grades, I, IP, and F grades with the last date of attendance).

c. Exception reports will be provided to the president and chancellor and will require an institutional response to explain differences that exceed five percent of SCH reported in an institution's taxonomy file.

(Added 6/05; A. 8/05, 3/06, 4/11, 10/12, 11/12, 9/13)

## Section 3. Identification of Distance Education Courses

For the purposes of the NSHE Taxonomy these guidelines are intended to characterize the subset of distance education instruction that should be identified for placement at the "high" support level.

Distance education course sections should be identified for placement at the "high" support level if they meet all of the following conditions:

1. The instructor and the members of the class are physically separated resulting in no contact in a traditional classroom setting.

2. The "at-a-distance" instruction is provided using technologies generally recognized as distance education technologies.

3. If a distance education course section is totally web-based, it should be identified for "high" support. Hybrid instruction, using various methods of instruction in addition to the traditional classroom, does not count for "high" support.

4. Other than any required meetings for organizational purposes, there are no regularly scheduled class meetings with the instructor except in the case where the delivery of the distance education course is synchronous, for example, interactive video.

5. In some cases, a distance education section includes students in a traditional classroom while simultaneously providing the instruction to other students who are not in that classroom. In this instance, instruction in the traditional classroom does not qualify for "high" support. However, the instruction received at a site other than the traditional classroom does qualify for "high" support.

(Added 8/07)

## Section 4. Identification of Students with Documented Disabilities

For the purposes of state funding, each student enrolled at an NSHE institution with a documented disability must be identified in the institutional integrated data system. Periodically, institutions will be required to report to the vice chancellor for finance and administration aggregate figures on the number of disabled students enrolled for the purposes of receiving state funds. An NSHE institution may maintain alternative counts of disabled students for institutional uses.
(Added 1/08)

## Section 5. Race and Ethnicity Identification – Collection Purposes

1. Each NSHE institution shall collect student and employee race and ethnicity information in compliance with federal reporting requirements of the U.S. Department of Education. Institutions must use a two-question format to collect race and ethnicity data on all written and online applications for admission and employment as follows:

   Question 1: Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) ☐Yes ☐No

   Question 2: Please select the racial category or categories with which you most closely identify by placing an "x" in the appropriate box. Check as many as apply.

   ☐American Indian or Alaska Native
   ☐Asian
   ☐Black or African American
   ☐Native Hawaiian or Other Pacific Islander
   ☐White

2. This format is required to meet the U.S. Department of Education requirements for collection of all student and employee race and ethnicity information and is effective Fall 2009. Admission and employment applications may include definitions for each racial category as defined by the U.S. Department of Education. This does not preclude an institution from collecting additional information.

(Added 3/08; A. 12/08)

## Section 6. Nevada High School Data Elements – Collection Purposes

1. Each NSHE institution shall collect the following data elements at the time of application for any student who attended a Nevada high school within five years of applying to an NSHE institution in compliance with the Board policy for uniform data collection necessary for establishing and maintaining the NSHE Data Warehouse (Title 4, Chapter 21):

a. High school student identification number;
   i. The collection format for high school student identification number shall be a hyphenated numeric made up of the county code followed by the high school student identification number (e.g. 01-987654321).
   ii. The following county codes shall be utilized:

| Code | County | Code | County |
|---|---|---|---|
| 01 | Churchill | 11 | Mineral |
| 02 | Clark | 12 | Nye |
| 03 | Douglas | 13 | Carson |
| 04 | Elko | 14 | Pershing |
| 05 | Esmeralda | 15 | Storey |
| 06 | Eureka | 16 | Washoe |
| 07 | Humboldt | 17 | White Pine |
| 08 | Lander | 18 | State Charter Schools |
| 09 | Lincoln | 25 | Bureau of Indian Affairs |
| 10 | Lyon | 26 | Private Schools |
| | | 99 | Home School |

b. High school last attended;
c. High school completion date in a month and year format (mm/dd/yyyy) when applicable; and
d. High school completion type as defined by Chapter 389 of the *Nevada Administrative Code* to include type of certificate or diploma, including the General Educational Development test, when applicable.

2. The collection of data defined in subsection 1 does not preclude an institution from collecting additional information related to the Nevada high school attended.

(Added 12/08)

## Section 7. Universal Identification (UID)/NSHE ID – Procedure for Updating Student Information

1. The universal identification (UID), also known as the NSHE ID, is a set of data that will be synchronized across all NSHE institutions and will include the following data, as available:

   a. Birthdate;
   b. Birthplace (city, state, and country);
   c. Social security number;
   d. Name (primary, preferred, diploma, human resources);
   e. Address (home, mailing, billing, diploma, local, and address maintained by the international student office);
   f. Phone (mobile, home, fax);
   g. FERPA directory release;
   h. Gender;
   i. Race/Ethnicity; and

j. Place and date of death and death certificate number.

2. All requests to change student data related to the UID must be accompanied by the NSHE Personal Identification Data change form. Documentation may be submitted in person, by mail or fax, or electronically. Documentation submitted by mail, fax, or electronically must be accompanied by a copy of a government issued photo ID.

3. Any change of student data related to the UID must be appropriately documented by the institution initiating the change. All such documentation must be stored by the initiating institution.

   a. An institution may update a student's birth date with at least one of the following documents:

      i. State or government issued photo ID;
      ii. Birth certificate;
      iii. Valid Passport; or
      iv. Institutional Student Information Record (ISIR) data load (from the FAFSA).

   b. An institution may update a student's social security number with each of the following documents:

      i. Social security card; and
      ii. Government issued photo identification.

   c. An institution may update a student's name with at least one of the following documents:

      i. Marriage license;
      ii. Divorce decree;
      iii. Court order;
      iv. Valid Nevada driver's license or identification card;
      v. Military identification card;
      vi. Valid passport; or
      vii. Birth certificate

   d. An institution may update the date and place of death according to institutional business practices if the death certificate is not available. The death certificate number will be updated with a certified death certificate.

   e. An institution may update a student's gender information with at least one of the following:

      i. Valid driver's license or state issued identification card;
      ii. Federal government issued identification card; or
      iii. Institutional Student Information Record (ISIR) data load (from the FAFSA).

4. Applications received for a student with a definite match to a record at another institution(s) that contain UID data different from that already on record will follow the same procedures as in subsection 2. Until the required documentation is received by the new institution the student record will continue to display the existing UID data. The application will be processed and the student will receive a checklist item in self service for the required documentation.

5. Electronic (scanned) documents used in verifying student data changes will be retained permanently at the initiating institution and will be available to any NSHE institution at which the student enrolls.

6. For current employees, the Human Resources Management System (HRMS) is the system of record for both their employee and student records.

7. The chancellor's Office will oversee and maintain UID fields for the purpose of determining which data fields may be synchronized across the System.

(Added 12/09; A. 6/10, 9/10)

## Section 8. Universal Identification – Required Application Statement for Students and Employees

The following statement must appear on all student application forms and employee personal data forms:

> You are applying to an institution that is a member of the Nevada System of Higher Education (NSHE) and will be issued one identification number to be used at all NSHE institutions. Limited personal information is shared among NSHE institutions in accordance with NSHE policies governing the security and privacy of student and employee information.

(Added 12/09)

## Section 9. Condensed Format for Consideration of Existing Program Changes

The format for consideration of 1) changes in existing academic programs such as changes in degree titles, administrative structure, or major objectives;: 2) reorganization of existing departments, schools or colleges; or 3) the creation of a new organization from existing units shall be as follows:

1. Title of proposed program or organizational unit;

2. Date of initiation;

3. Complete description and objectives of program or organizational unit (include justification for new organization or rationale for change in existing program);

4. Relationship to other programs or units within the institution and the system;

5. Resource analysis; and

6. Indicate the estimated annual financial impact. (Include operating costs, personnel, equipment, library requirements, other; and source of funds.)

(B/R 5/92; Added 6/05; A. 8/07)

## Section 10. Evaluation Criteria for Baccalaureate Degree Program Proposals at NSHE Community Colleges
**(formerly CM 03-01)**

The NSHE *Master Plan for Higher Education in Nevada* provides for "selected niche baccalaureate degrees" at community colleges. For purposes of this policy, such degrees can be defined as baccalaureate degrees that meet one or more of the following criteria:

- Promote the goals of the *Master Plan for Higher Education in Nevada*;
- Address a unique educational need of an identifiable population; and
- Enhance access to populations which otherwise would not be served due to geographic isolation or other barriers.

The proposal development and review process for the offering of potential baccalaureate degrees at NSHE community colleges is governed by Board of Regents' policy found in Title 4, Chapter 14, of the Board of Regents *Handbook*.

To determine which baccalaureate programs will best meet the needs of the students and the state, proposed programs will be evaluated based on standard criteria as stated in this chancellor's Memorandum.

Community colleges interested in implementing new four-year degree programs must provide information on the feasibility of the program by submitting a written program proposal with supporting data and evidence that responds to the following topics or questions.

Since it is not the intention of the NSHE for community colleges to abandon their community college mission, each proposal must address this issue in both a cultural and organizational context.

Criteria for Proposals

NEED AND DEMAND

1. Describe the new program proposal and discuss its structure and content.
2. Is the program in an area of critical concern, and is there a significant shortage of similar programs?
3. Workforce needs:
    a. Is there proven student demand for the program?
    b. Is there similar employer demand for the program?
    c. Does the projected demand exceed supply for the foreseeable future?

4. Append a feasibility evaluation of the program proposal, to include its relationship to current student and employer demand. This evaluation should be done by someone from outside the institution who is a member of the field being proposed.

INSTITUTIONAL READINESS

5. Are there qualified faculty members currently on staff? List faculty names, degrees, and areas of specialization. If other faculty need to be hired, include your plan for doing so.
6. Discuss how you will address faculty salary and workload policies.
7. Describe existing facilities and equipment, and provide a detailed plan, if applicable, on how you will complete necessary renovations of facilities and equipment enhancements to support the program.
8. Describe how you will continue to foster a cultural and organizational environment that ensures adherence to the community college mission.
9. Will new services be required to support students in a four-year degree program (new assessment procedures, career advisement and placement services, testing, etc.)?
    a. Provide a plan that addresses how student services will be revised or enhanced to support this proposed four-year program.
    b. Provide the plan/policy on eligibility and awarding of financial aid.
    c. Discuss how student recruitment will be handled.
10. Specifically, how will general education requirements be addressed?

BUDGET REQUIREMENTS AND IMPACTS

11. Will additional state funding be required to implement the program? Include a five-year projected budget, reflecting anticipated enrollments, staffing needs, revenues, and expenditures.
12. Is the cost to the state less than other available options?
13. Is the cost to the student less than other available options?

OTHER RESOURCE ISSUES

14. Is there a similar existing program at a nearby institution which has unused capacity?
15. Can a cooperative program between the institution and a nearby four-year institution be offered more efficiently? If not, explain.
16. Are there duplicate programs offered by other institutions through distance education?
17. How will library acquisitions and information resources be expanded and enhanced to accommodate the four-year degree program? Please provide the proposed budget for all enhancements.

IMPACT

18. What impact will this new program have on other programs at the institution?
19. What impact will this program have on the faculty, facilities, or other students?
20. Will this program have an adverse impact on other institutions?
21. Describe the impact of the accreditation process (the specialized program accreditation, if applicable, and institutional accreditation). Please provide a proposed budget for these processes.
22. Address other internal impacts that you anticipate of introducing a four-year program at a two-year institution.

COMPLIANCE

23. Does the program comply with current statutory requirements of the institution?
24. Would the increase in program length require any change to current institutional requirements?
25. Would any changes to admission requirements be needed?

IMPLEMENTATION

26. Is there an existing associate degree base for the degree?
27. Will policy require that admission into the baccalaureate track be dependent upon first earning the associate degree? Please provide the policy.
28. Will the new program be eligible for a specialized program accreditation (i.e., ABET or NCATE)?
29. Will it need to be accredited either to interface with other programs within the NSHE or for graduates to have optimal employment opportunities?
30. What is the plan for preparing and submitting a Substantive Change Proposal to the Commission on Colleges of the Northwest Association of Schools and Colleges?
31. What is the timeline for implementing the program?
32. Is the implementation schedule dependent upon receiving additional funding, hiring new faculty, remodeling facilities, or acquiring equipment? If so, are there alternative plans if some or all of that funding is not forthcoming?

(Added 6/05; A. 8/07)

## Section 11. Review of New Study Abroad Student Programs

Formal Study Abroad programs, International Programs, affiliations or consortiums which involve students or faculty in another country for educational purposes in which academic credit is granted, shall be submitted to the NSHE Academic Affairs Council for a recommendation to the chancellor for approval. (Faculty or student exchanges which involve a limited number of people for a period of less than one semester and international arrangements for the purposes of research are excluded from this policy.)

The format for consideration of such programs shall be as follows:

1. Title of proposed program, affiliation, or consortium;

2. Brief description of campus administration and oversight of the program, including rationale for conducting the program abroad;

3. Brief description of program and its faculty, including whether the program is to be developed by the campus or initiated through cooperative arrangements with other institutions;

4. Curriculum, including number of academic credits to be awarded, and their applicability to a degree in Nevada. Indicate if any courses are not part of a previously established program, or if it is anticipated the program will lead to a separate degree in the future;

5. Student selection criteria (GPA, language proficiency, specific majors);

6. Description of provisions for student health insurance coverage;

7. Effect on home campus: Faculty/staff replacements required;

8. Projected annual enrollment;

9. Facilities and equipment available for research and teaching at the study abroad location;

10. Resource Analysis: Indicate the estimated annual financial impact of the program to the campus.

Definitions:

| | |
|---|---|
| Affiliation: | Two institutions of higher education working cooperatively to provide educational experiences for students and/or faculty. This term should indicate a formal agreement between the two institutions, which includes a basic outline of the goals of the cooperative arrangement. |
| Consortium: | Three or more institutions working cooperatively on one or more educational programs. |
| Exchange: | Student exchanges generally offer opportunities to study at a foreign institution without paying non-resident fees. This agreement allows two institutions to provide a specific number or an equal number of students the opportunity to study abroad at reduced costs. Some countries do not maintain hard currency. Therefore, exchange agreements would require a complete waiver of fees at both participating institutions. |
| Faculty Exchange: | Faculty from participating institutions can arrange to teach at the affiliated campus for a specific period of time. Arrangements for salary compensation vary widely. |
| International Program: | A formal agreement between two or more institutions to provide an organized educational opportunity for students and/or faculty to study abroad. Programs must include a supervised academic curriculum, which fulfills the requirements for course work at the credit-granting institution. |

(B/R 6/91, 6/95; Added 6/05; A. 8/07)

## Section 12. Basic Agreement for Inter-Institutional Cooperation in Sponsored Programs

The basic agreement, by and between the participating institutions of the Nevada System of Higher Education (NSHE), is entered into for the purposes of facilitating inter-institutional cooperation in the funding and performance of sponsored programs.

1) NSHE institutions, in support of their individual missions, regularly enter into sponsored agreements (grants and contracts) with agencies of both the public and private sectors for projects of research, teaching, and public service.

2) An institution of NSHE will on occasion find it necessary and/or desirable to solicit the services and efforts of one or more other NSHE institutions in the performance of the work required under a particular agreement.

3) It is the responsibility of the institution which holds the prime agreement to maintain the highest possible standards of programmatic and fiscal accountability and to administer all subagreements in a timely, efficient, and equitable manner.

4) It is the responsibility of the institutions receiving subagreements to conform to certain provisions required by the prime agreement and provide full oversight, accountability and responsibility for the programmatic effort and funding under the subaward.

The parties of this basic agreement do mutually agree to the following:

**SUBSECTION 1. <u>DEFINITIONS</u>**

1) "Proposal" shall mean a formal, written request for funding to a sponsoring agency that has been reviewed by all participating institutions, approved by authorizing officials of the participating institutions, and submitted for agency review.

2) "Recipient" shall mean the institution (not an individual, department, or other organizational unit) that receives and administers the prime agreement.

3) "Subrecipient" shall mean the institution that receives a subaward from the recipient.

4) "Subaward" shall mean the proposed work and funding that is provided to the subrecipient by the recipient as approved under the recipient's prime agreement.

5) "Authorizing Official" shall mean an official authorized on behalf of the institution to approve the submission of proposals and accept any resulting sponsored project grants or contracts. NSHE policy designates institutional presidents or their designees as Authorizing Officials for most sponsored projects.

6) "Negotiation" shall mean verbal or written communication between two or more parties concerning any proposed or pending agreement. Provisions agreed upon by the negotiating parties shall not become binding until approval of authorizing officials representing the participating institutions is secured.

7) "Prime agreement" shall mean the prime award grant or contract document.

8) "Prime sponsor" shall mean the sponsoring agency of the prime agreement.

9) "Subagreement" shall mean the written subaward agreement between the recipient and the subrecipient.

10) "Standard Form Agreement (SFA)" shall mean the Standard Form Agreement template developed by the Federal Demonstration Partnership (FDP) to which NSHE belongs. The template shall be the principal instrument for all federal and federal pass-through subagreements between NSHE institutions. In general, Standard Form Contracts include all federal contracts, State of Nevada Inter-local contracts, subawards that use federally approved templates, and the NSHE SFA.

**SUBSECTION 2: ADMINISTRATIVE COORDINATION**

Each participating institution agrees to designate administrative, financial, and programmatic points of contact for each subaward.

**SUBSECTION 3: PRE-AWARD COORDINATION**

1) Proposal Preparation: Institutions submitting proposals for external sponsorship which include proposed work with one or more other NSHE institutions agree to include the proposed subrecipient's statement of work and budget as separate items in the proposal. Prior to submitting the proposal, the submitting institution shall obtain approval of the subrecipient's proposal and budgets from the subrecipient Sponsored Programs/Grants Office or other appropriate official.

2) Facilities & Administrative Costs (F&A) (formerly Indirect Cost): The submitting institution agrees to include F&A costs in the proposed subagreement budget at the subrecipient's federally approved audited rate otherwise negotiated. The submitting institution will apply the appropriate F&A rate to the first $25,000 of each subagreement if the rate is based on modified total direct costs.

3) Subawards Resulting from Existing Projects or Informal Contracts with Funding Agencies: Not all sponsored projects are the result of formal proposals and occasionally unanticipated requirements necessitate subcontracting from ongoing projects. The recipient institutions agree to work closely with Principal Investigators and appropriate contacts at the subrecipient institutions to negotiate mutually beneficial agreements for these types of awards and situations.

4) Consulting Arrangements: All potential consulting arrangements with individual NSHE employees must be in accordance with NSHE personnel policies and procedures. NSHE employees of one institution may not be appointed or paid as independent contractors at another NSHE institution. Payments to these employees must be subawarded to the employee's respective institution and paid as salary. Subawarded salaries shall include applicable fringe benefits and F&A costs.

**SUBSECTION 4: APPROVAL AND ADMINISTRATION OF SUBAGREEMENTS**

1) <u>Preaward Costs:</u> The majority of federal grants and cooperative agreements allow reimbursement of project related costs incurred up to 90 days prior to the effective date of the award. Prime recipients may approve such costs. Subrecipients anticipating a need for preaward costs shall coordinate with the prime recipient to avoid financial risk.

2) NSHE Standard Form Agreement (SFA): The agreement template is included in Appendix A. The template is periodically modified, but current versions of all templates can be found at http://sites.nationalacademies.org.

The FDP SFA cover page contains basic information regarding the subaward and its wording may not be modified. Information relating to project performance, invoicing, and other requirements is to be included in the following standard form SFA attachments:

Attachment 1 - Certifications and Assurances.

These include Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and OMB Circular A-133 Assurance.

Attachment 2 - Prime Agreement & Other Special Provisions.

All flow-through provisions from the prime agreement are included or referenced in the attachment, as well as any special provisions that are required or have been negotiated. Versions of Attachment 2 specific to FDP member agencies may be downloaded from the site referenced above. For NSHE subawards, the following certification shall be added to all versions of Attachment 2.

> This agreement is entered into and administered in accordance with the provisions of NSHE *Procedures and Guidelines Manual*, Chapter 6, Section 12: "Basic Agreement for Inter-Institutional Cooperation in Sponsored Programs." Both parties agree to the terms and conditions of this policy document agreed to by all NSHE institutions.

Attachment 3A - Prime Recipient Contacts.

Attachment 3B - Subrecipient Contacts.

Attachment 4 - Reporting Requirements.

Attachment 5 - Statement of Work & Budget (if applicable).

The Basic Agreement sets forth the general and special provisions that apply to all subagreements, the SFA shall include the essential elements of information which apply to the specific subagreement. The most current SFA template can be accessed on the FDP Subaward Agreement Forms web site (http://sites.nationalacademies.org) and is included as Appendix A and becomes a part of the Basic Agreement. Subsequent to the approval of the Basic Agreement by the chancellor, the SFA shall henceforth be considered as a Standard Form Contract.

Modifications and amendments to the NSHE SFA shall use the Modification Template from the FDP Subagreement Forms web site.

3) Processing and Approval of SFAs: Approval of the SFA shall be authorized at institutional level by the institutions' presidents or their designee. For transactions of an administrative nature, not requiring formal agreement by both parties, the recipient may sign the document and enter "Signature of subrecipient not required" in the subrecipient's signature block.

SFA agreements, modifications, and related documents will be considered signed when a xerographically or electronically reproduced copy bearing the signature of one party's authorized official is transmitted to the other party. Such signatures shall be treated in all respects as having the same effect as an original signature.

Electronic transmission of SFA documents is the preferred method, and the PDF format is the preferred media for these documents. Scanning of documents should be done in a manner that minimizes file size. To expedite the processing of documents, the recipient should sign the documents prior to sending them to the subrecipient.

4) Contractual Relationships: The NSHE institutions which are parties to this agreement shall act as independent contractors. No party shall act as agent for or partner of another for any purpose whatsoever in the absence of prior contractual agreements. The recipient institution has total responsibility for successful performance of a prime agreement, and unless otherwise stipulated in the SFA, shall be the only party to deal directly with the prime sponsor. The recipient institution acts as a sponsoring agency to the subrecipient institution. It shall be understood by the subrecipient that standard references in any general and special provisions to prior approval by the prime sponsor include submission and preliminary approval by the recipient institution. Exceptions to this relationship shall be stipulated in Attachment 2 of the SFA.

**SUBSECTION 5: BASIC AGREEMENT GENERAL CONSIDERATIONS**

THE PARTIES TO THIS BASIC AGREEMENT agree to develop and negotiate in good faith subagreements that incorporate terms and conditions conforming to the intent of the following general considerations. Any of the following considerations not addressed or superseded by terms and conditions of the prime agreement and passed through to the subagreement shall be automatically incorporated into the subagreement as basic general provisions.

1) Rights in Publication: Unless otherwise restricted by the terms of the prime agreement, no agreement shall be entered into between NSHE institutions that restricts or forbids free publication of the results or research or other scholarly activity.

2) Intellectual Property Rights: Unless otherwise restricted by the terms of the prime agreement, ownership of intellectual property shall remain with the originating institution in accordance with the intellectual property provisions of the *Board of Regents Handbook*. If originated jointly, the parties agree to negotiate in good faith to establish their respective rights.

3) Publicity: Unless otherwise restricted by the terms of the prime agreement, any party desiring to issue any form of publicity in connection with its efforts on a mutual project shall inform the other party before any publicity release and give full consideration to the role and contributions of the other party.

4) Title to Permanent Equipment: Unless otherwise restricted by the terms of the prime agreement, title to equipment funded and purchased under a subagreement shall be vested in the subrecipient upon acquisition.

5) Termination: Unless otherwise stipulated by the terms of the prime agreement, or specifically stipulated in the subagreement, either party to a subagreement shall have the right to terminate the agreement upon at least 30 days written notice to the other party. All work accomplished through the date of termination shall be delivered to the recipient, and all allowable project reimbursed to the subrecipient.

(Added 6/05; A. 8/07, 9/12)

## Section 13. Program & Organizational Unit Proposals

### GUIDELINES

Board policy dictates the creation of degrees, majors, programs, departments, or structural organizations must be approved by the Board of Regents. Flexibility is given to the institutions to implement minor changes without Board approval. In cases where there is an absence of significant programmatic change, minimal impact to other NSHE institutions and clear adherence to approved institutional mission, institutions may seek approval through the Academic Affairs Council. Furthermore, Board policy establishes an accountability system whereby institutions are directed to provide periodic follow-up information on budget estimates and enrollment projections provided through the program proposal process.

### Items Requiring Academic Affairs Council Approval Only

1. Primary field of study within an associate of arts and associate of science (AA and AS) if the primary field of study is designed for transfer;
2. Certificates of at least 30 credit hours (all other certificates, including post baccalaureate certificates, do not require AAC approval);
3. Certificates of less than 30 credit hours that provide preparation necessary to take state, national and/or industry recognized certification or licensing examinations;
4. Study abroad programs;
5. Name change to a degree, major or primary field of study that is cosmetic in nature and does not result in a change in curriculum; and
6. Name change to an organizational unit that is cosmetic in nature.
7. Reactivation of a previously approved degree, major or primary field of study that was placed on hold (or deactivated) by the institution for less than five years since the deactivation was approved by the Board. The institution must provide appropriate written notice to the Board indicating the reactivation of the program. A deactivated program will be considered formally eliminated after five years.

### Items Requiring Board of Regents Approval

The following items must be approved by the Academic Affairs Councils prior to being presented to the Board for approval:

1. Degree, major or primary field of study for baccalaureate, master's, and doctoral level programs (BA, BS, MA, MS, Ph.D, and named degrees);
2. Emphases, major or primary field of study within the bachelor of applied science (BAS);
3. Primary field of study within an associates of arts and associate of science (AA and AS) if the primary field of study is developed for employment in a particular field or is not intended for transfer to a four-year institution;

4. Primary field of study within an associate of applied science (AAS);
5. Emphases, concentration, or options that are converted into a major;
6. Department, school, or college;
7. Organization unit, center, or institute;
8. Name change to a degree, major or primary field of study accompanied by a significant change in curriculum;
9. Name change to a department, school, or college that is the result of a significant reorganization of existing units, consolidation, or change in mission;
10. Name change to an organizational unit, center, or institute that is the result of a significant reorganization of existing units, consolidation, or change in mission;
11. Deletion of any degree, major, primary field of study, department, school or college, center, institute or other structural organization; and
12. Deactivation of a previously approved degree, major or primary field of study that an institution wishes to place on hold.

**Items Not Requiring Academic Affairs or Board Approval**

1. Emphases, concentrations and/or options within a degree (except for the emphases within a BAS that require Board approval); and
2. Except as otherwise provided in this section, certificates less than 30 credit hours, including post baccalaureate certificates of any duration.

**DEFINITIONS**

**Center –** an organizational unit focusing primarily on research and scholarly activity where services are typically unrelated to internal administrative operations (for the purposes of new unit proposals this definition is the same as “institute”).

**Certificate** – an award granted certifying that certain training or educational requirements have been achieved.

**College** – collection of departments, can include schools, that grant degrees in particular fields (may also be known as a division).

**Degree** – the award given to graduates based on educational level. The basic levels include associate’s degree, bachelor’s degree, master’s degree, and doctorate. (AA, AS, AAS, BA, BS, BAS, MA, MS, Ph.D).

**Department** – division of a school or college focused in a particular academic area - reports to a unit other than another department, usually a college.

**Diploma Requirements** – diplomas can only recognize Board approved degrees and majors. This means that emphases/concentration/options that have not been approved by the Board cannot appear on a diploma. Transcripts, however, may include emphases/concentration/options.

**Discipline** – a distinct area of study, branch of instruction, or academic field.

**Emphasis, Concentration, Option** – a specific area or branch of study within a student's major. For example: a student majoring in Animal Science may choose to pursue an emphasis (i.e. option or concentration) in Equine Sciences or Rangeland Livestock Production.

**Institute** – an organizational unit focusing primarily on research and scholarly activity where services are typically unrelated to internal administrative operations (this definition is the same as "center" and is intended only to be used for the purposes of new organizational unit proposals, primarily to distinguish between internal administrative "institutes" or "centers" occurring at the community college versus research oriented units occurring at the universities).

**Major** – the primary field of study within a degree characterizing the body of knowledge gained within a discipline.

**Named Degree** – the integration of a major title into a degree title. For example, a Master of Science in Nursing (MSN) is a named degree. Academic Affairs Council agreed in December 2004 that named degrees are only permitted in cases where accreditation, professional, or national recognition require it.

**New Program Follow-up** –Board policy establishes an accountability system whereby institutions are directed to provide periodic follow-up information on cost estimates and enrollment projections provided in the program proposal process (Title 4, Chapter 14, Section 5). Reports must be submitted following the third and fifth year of a program's existence.

**Organizational Unit** – a department, school, college, division, center, or institute

**Primary Field of Study** – a term used to describe the equivalent of a major within an associate degree or bachelor of applied science degree

**School** – generally associated with professional degrees, can be within colleges, depends upon discipline and national context, generally similar to a department but larger and usually has multiple areas representing different academic programs

**Study Abroad** – formal affiliation or consortium involving students or faculty in another country for educational purposes in which academic credit is granted. Faculty or student exchanges which involve a limited number of people for a period of less than one semester and international arrangements for the purposes of research are excluded from this definition.

**Transfer Degrees** – the primary basis for admission to upper-division study with full junior status of transfer students for the community colleges to state college or the universities in Nevada are the associate of arts, associate of science, and the associate of business degrees. When the primary field of study in these degrees is dedicated to transfer-related studies, Board approval is not required. In the rare instance when the primary field of study is not transfer-related, Board approval is required.
(Added 6/05; A. 3/06, 8/07, 4/09, 12/10, 9/11, 3/13)

## Section 14. Student Military Mobilization/Activation for NSHE Institutions

The Board of Regents recognizes that many of its students serve our country in the reserve forces of the U.S. Armed Services and in the Nevada National Guard. These students are subject to unforeseen mobilization or activation in response to local, regional, national, or international emergency situations. Emergency mobilization and activation will seriously disrupt these students' academic careers. It is the policy of the Board of Regents to minimize the effects of this disruption as much as possible. These procedures are established in accordance with Board policy (Title 4, Chapter 16), whereby the chancellor shall develop procedures concerning the awarding of academic credit and grades, enrollment, scholarships, loans, and other appropriate matters intended to minimalize the disruption of studies for a student and the student's spouse and dependents resulting from a call to active duty.

In order to qualify under the provisions of these policies, a student must present official military orders indicating his/her mobilization or activation to the Registrar, Dean of Students, Vice president for Student Life, or other appropriate university/college official. The student will be informed of the procedures to be followed. If, due to time constraints between the time of notification and the time of actual mobilization or activation, the student cannot present his/her orders as required, the parents, guardians, or spouse of the student may do so.

I. <u>Awarding of Academic Credit/Grades</u>

A. Mobilization or activation during a regular semester or during summer sessions will result in the complete withdrawal of the student from the college or university without penalty and without a punitive grade. Course fees that have been paid will be refunded 100 percent exclusive of student insurance fees and other non-refundable fees. Room and board payments will be refunded on a pro-rated basis.

B. Mobilization or activation within the last four weeks of the end of a regular semester (three to six class days for a summer session), will result in the student:

1. Choosing to withdraw from all courses in which the student is officially enrolled. In this case, course fees that have been paid will be refunded 100 percent exclusive of student insurance fees and other non-refundable fees. Room and board payments will be refunded on a pro-rated basis;

2. Requesting, with the concurrence of the faculty of the affected courses in which the student is officially enrolled, to take an incomplete grade in some or all of these courses. Students are cautioned that prolonged absence may affect their ability to complete the coursework required for removal of incomplete grades. The student may choose to withdraw from some courses and request the grade of incomplete (with the course faculty's concurrence), in other courses. This option will result in a refund of that portion of course fees paid for those courses in which the student chooses to withdraw (other non-course fees will not be refunded).[5] Room and board payments will be refunded on a pro-rated basis;

[5] The amount that will not be refunded will be determined by the number of credit hours for which the student chooses to receive an incomplete (with concurrence of the faculty member).

3. Requesting, with the concurrence of the faculty of the affected courses in which the student is officially enrolled, to receive a final grade in some or all of the student's courses based upon the student's work in the course up to the date of mobilization or activation.[6] With the concurrence of course faculty, the student may request incomplete grades in some courses, choose to withdraw from some courses, and request final grades based on coursework completed in some courses. This option will result in a refund of that portion of course fees paid for those courses the student chooses to withdraw from (other non-course fees are not refunded).[7] Room and board payments will be refunded on a pro-rated basis; or

4. Requesting, with concurrence of the faculty of the affected courses in which the student is officially enrolled, to take an early final examination in some courses in order that the faculty can determine a final course grade for the student. With the concurrence of course faculty, the student may request to receive a final grade based upon course work prior to the date of mobilization or activation in some courses[8], request incomplete grades in some courses, choose to withdraw from some courses, and request early final exams in some courses. This option will result in a refund of that portion of course fees paid for those courses in which the student chooses to withdraw from (other non-course fees are not refunded).[9] Room and board payments will be refunded on a pro-rated basis.

II. Time Limit for Removing Incomplete Grades

If the mobilized or activated student requests (with the concurrence of the course faculty involved) incomplete grades in all or some of the courses in which he/she is officially registered, the student shall have no longer than one year after conclusion of the term of active duty, to meet with university/college officials and establish a timetable for removing the incomplete grade(s).

III. Student Re-enrollment

When students whose higher education academic careers are interrupted by mobilization or activation re-enroll in the same institution within one year of completion of their term of active service, the college or university will make every possible effort to place these students back into their academic studies track as close as possible to the same place the student occupied when mobilized or activated. Any readmission application fee will be waived for those students. This will allow students to continue their academic studies with as little interruption as possible.

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[6] In some courses where the grade is based entirely upon a final exam or final project (e.g. law courses), this option would not be available.

[7] The amount that will not be refunded will be determined by the number of credit hours for which the student chooses to receive an incomplete or a final grade (with the concurrence of the faculty member).

[8] In some courses where the grade is based entirely upon a final exam or final project (e.g. law courses), this option would not be available.

[9] The amount that will not be refunded will be determined by the number of credit hours for which the student chooses to receive an incomplete or a final grade (with the concurrence of the faculty member).

1. For students re-enrolling under circumstances as described above, every reasonable attempt should be made to give preferential enrollment into high demand courses necessary for them to continue their studies with as little interruption as possible. This is particularly necessary for students who are enrolled in curricula that require sequenced courses of study. Limited Entry Program administrators and faculty will strive to accommodate the needs of students on mobilization or activation within the criteria established through accreditation.

2. Time spent on mobilized or active duty should not be counted in determining the institution catalogs under which the student may meet curricular or degree requirements. That is, where an institution allows the student to choose the catalog in effect upon first entering the institution, as long as the student's attendance was continuous, or any subsequent catalog for a given period, the time while on active duty will not be counted. A person who, upon being offered separation from active duty, re-enlists or otherwise voluntarily extends active duty, retains the right of catalog choice only for the period of initial involuntary mobilization or involuntary active duty.

3. The time spent by graduate students on mobilized or active duty will be suspended from the "time-to-completion" requirements of the respective graduate programs.

4. If certain courses required in a student's curriculum are no longer taught at the time of re-enrollment, the institution shall make reasonable accommodations with substitute courses, independent study or other appropriate options.

5. In instances of substantial curriculum change during the period of mobilization or activation, the student's academic dean or department chair may work with the student and prescribe a special curriculum, not necessarily following any given catalog, which will assure proper preparation of the student for his/her respective profession.

6. If a student's curriculum no longer exists at the time of re-enrollment, the institution shall reasonably assist the student in changing to a new curriculum or transferring to an institution where the desired curriculum is available.

IV. <u>Scholarships</u>

If a student is mobilized or activated while holding a scholarship under the control of the college or university in which the student is enrolled, he/she should be aware that the scholarship check may have to be returned to the appropriate scholarship account from which it was drawn. Then, every effort shall be made to award the student this scholarship, an equivalent scholarship, or an alternative grant or grant-in-aid, upon re-enrolling after the student's period of active duty, so long as the student remains otherwise eligible. This provision is contingent upon funding availability and shall lapse if the student does not re-enroll in the college or university he/she was attending at the time of mobilization or activation within a one-year period from the time of separation from his/her active duty period.

V. <u>Books</u>

Since course textbooks change regularly, students who are mobilized or activated are strongly urged to sell those course textbooks they do not intend to keep for their personal collection at the time they leave the college or university. Colleges and universities should facilitate the purchase of these textbooks by the campus bookstore vendors.

VI. Student Grants and Loans

A. If students who have received grants or loans for attending a college or university are mobilized or activated before the end of the semester, any course fees and other fees refunds, as well as room and board refunds, may have to be returned to the granting agency or applied toward retirement of the loan. Students should consult with the Financial Aid Officer of the college or university they are attending in order to obtain clarification and/or further information on this matter.

B. If students on grants/loans are mobilized or activated early in the academic term, before they receive their grant/loan checks, they should be aware that when received, their grant/loan check may have to be returned to the grantor or lender and, therefore, may not be applied to their college/university debts. Hence, students so affected may find that they owe some debts to the college or university (e.g., room and board expenses) when they return from active service and may be required to satisfy these debts before being allowed to re-enroll. Students should consult the Financial Aid Office of the college or university for clarification.

VII. Spouses and Dependents of Mobilized or Activated Students

**Insurance Coverage**

When necessary, colleges and universities should work closely with the spouses of students who are mobilized or activated to ensure maximum medical insurance coverage to the extent allowed by the insurer for the spouse and dependents of the student. This is particularly important during the time period between the date of mobilization or activation and the date on which the student's military medical coverage takes effect.

**Housing**

The spouse and dependents of students who are mobilized or activated and who live in college/university married student housing shall be allowed to continue renting or leasing these quarters. If the student does not re-enroll in his/her former college or university within six (6) months after the completion of his/her mobilization or activation period, then the spouse and dependents of this student may be required to vacate the married student housing.

**Enrolled Dependents**

Institutions should inaugurate policies to assist negatively impacted students who are the dependents of spouses, parents, and guardians who are mobilized or activated.

(Added 11/06; A. 8/07)

## Section 15. Student Directory Information – Non-Disclosure Statement

The following statement must appear in boldface type in a box on the form used by students for requesting non-disclosure of student directory information:

> The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights include:
>
> (1) The right to inspect and review the student's education records within 45 days of the day the institution receives a request for access.
>
> A student should submit to the registrar, dean, head of the academic department, or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. The institution official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the institution official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
>
> (2) The right to request the amendment of the student's education records that the student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.
>
> A student who wishes to ask the institution to amend a record should write the institution official responsible for the record, clearly identify the part of the record the student wants changed, and specify why it should be changed.
>
> If the institution decides not to amend the record as requested, the institution will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.
>
> (3) The right to provide written consent before the institution discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent.
>
> The institution discloses education records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by the institution in an administrative, supervisory, academic or research, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the institution has contracted as its agent to provide a service instead of using institutional employees or officials (such as an attorney, auditor, or collection agent); a person serving on the Board of Regents; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
>
> A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the institution.
>
> Upon request, the institution also discloses education records without consent to officials of another school in which a student seeks or intends to enroll.
>
> The Nevada System of Higher Education has designated the following information as directory information:
>
> a. Name;
> b. Participation in officially recognized activities and sports;
> c. Address;

d. Telephone number;
e. Weight and height of members of athletic teams;
f. E-mail address;
g. Degrees, honors, and awards received;
h. Major field of study;
i. College;
j. Dates of attendance;
k. Date of graduation;
l. Undergraduate or graduate status;
m. Most recent educational agency or institution attended; and
n. Enrollment status (full-time or part-time).

Students have the right to refuse to let NSHE designate this information as directory information and have until the end of the first six weeks of the fall or spring semester to submit a request for non-disclosure of the above items. A request for non-disclosure submitted at one NSHE institution will apply to all NSHE institutions.

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the institution to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-5901

(Added 6/09)

## Section 16. Audits of Residency Determinations

Institutions shall determine procedures to ensure that residency determinations are accurate on the basis of information reported on the application for admission pursuant to Board policy. If documentation is not required for each student during the admission process, every fall and spring the institution shall conduct random audits by selecting at least 10 percent of the applicant population and collecting the appropriate documentation from each student confirming residency status as originally reported on the student's application for admission.
(Added 6/10)

## Section 17. Audits of Community College Admissions (effective Fall 2012)

Institutions shall determine procedures to ensure that high school graduation documentation is accurate on the basis of information reported on the application for admission pursuant to Board policy. If documentation is not required for each student during the admission process, every fall and spring the institution shall conduct random audits by selecting at least 10 percent of the applicant population and collecting the appropriate documentation from each student confirming graduation status as originally reported on the student's application for admission.
(Added 6/12)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 7

# FEES AND TUITION


Section 1. Registration Fees and Non-Resident Tuition Rates ..... 2
Section 2. Excess Credit Fee Procedures ..... 5
Section 3. Tuition and Fees, University of Nevada School of Medicine ..... 7
Section 4. Tuition and Fees, William S. Boyd School of Law Students ..... 7
Section 5. Tuition and Fees, UNLV School of Dental Medicine ..... 8
Section 6. Special Fee Approvals ..... 10
Section 7. Differential Program Fee Proposals ..... 10
Section 8. Fee for TESL Endorsement Courses, NSC ..... 11
Section 9. Differential Program Fees ..... 11
Section 10. Student Fees ..... 12
Section 11. Special Course Fees ..... 21
Section 12. Special Use Fee ..... 30
Section 13. Residence Hall and Food Service Rates, UNLV ..... 32
Section 14. Residence Hall and Food Service Rates, UNR ..... 33
Section 15. Apartment Rentals, UNR ..... 35
Section 16. Residence Hall and Food Service Rates, GBC ..... 35
Section 17. Distribution of Registration Fees ..... 38
Section 18. Distribution of Fees and Tuition, University of Nevada School of Medicine ..... 40
Section 19. Distribution of Fees and Tuition, William S. Boyd School of Law ..... 41
Section 20. Distribution of Fees and Tuition, School of Dental Medicine ..... 42
Section 21. Refund Procedures ..... 42

**CHAPTER 7**

**FEES AND TUITION**

## Section 1. Registration Fees and Non-Resident Tuition Rates

**Registration Fees**

| | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
|---|---|---|---|---|
| Registration Fees, Universities (undergraduate) | $156.75/ per credit | $171.00/ per credit | $191.50/ per credit | $191.50/ per credit |
| Registration Fees, Universities (graduate) | $239.50/ per credit | $239.50/ per credit | $264.00/ per credit | $264.00/ per credit |
| Registration Fees, NSC (undergraduate) | $113.25/ per credit | $123.50/ per credit | $138.25/ per credit | $138.25/ per credit |
| Registration Fees, NSC (graduate) | $176.25/ per credit | $176.25/ per credit | $201.25/ per credit | $201.25/ per credit |
| Registration Fees, GBC, CSN, WNC (upper-division) | $113.25/ per credit | $123.50/ per credit | $138.25 per credit | $138.25 per credit |
| Registration Fees, Community Colleges | $69.25/ per credit | $75.50/ per credit | $84.50/ per credit | $84.50/ per credit |

In addition to the registration fees, the following surcharges are in effect for academic years 2011-12 and 2012-13:

**Student Surcharges***

| | 2011-12 | 2012-13 |
|---|---|---|
| Registration Fees, Universities (undergraduate) | $20.50 per credit | $20.50 per credit |
| Registration Fees, Universities** (graduate) | $12.00 per credit | $24.50 per credit |
| Registration Fees, NSC (undergraduate) | $14.75 per credit | $14.75 per credit |
| Registration Fees, GBC, CSN, WNC (upper divisions) | $14.75 per credit | $14.75 per credit |
| Registration Fees, Community Colleges | $9.00 per credit | $9.00 per credit |

*15 percent of the funds generated from student surcharges will be allocated to student financial aid subject to the Board's Student Access policy, Title 4, Chapter 18, Section 8.
**25 percent of funds generated from surcharges for UNLV graduate students will be allocated to student financial aid subject to the Board's Student Access policy, Title 4, Chapter 18, Section 8.

**Non-Resident Tuition**
(Rates are assessed in addition to registration fees)

| | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
|---|---|---|---|---|
| Full-time* Non-resident Tuition, Universities | $13,595/ per year | $13,910/ per year | $13,910/ per year | $13,910/ per year |
| Full-time* Non-resident Tuition, NSC | $10,045/ per year | $10,275/ per year | $10,275/ per year | $10,275/ per year |
| Full-time* Non-resident Tuition, Community Colleges | $6,495/ per year | $6,645/ per year | $6,645/ per year | $6,645/ per year |

* Full-time non-resident tuition rates are assessed to students enrolled in 7 or more credits

**Part-Time Non-Resident Tuition**
(Rates are assessed in addition to registration fees)

| | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
|---|---|---|---|---|
| Part-time** Non-resident Tuition, Universities (undergraduate) | $172.50/ per credit | $188.00/ per credit | $210.75/ per credit | $210.75/ per credit |
| Part-time** Non-resident Tuition, Universities (graduate) | $263.50/ per credit | $263.50/ per credit | $290.50/ per credit | $290.50/ per credit |
| Part-time** Non-resident Tuition, NSC (undergraduate) | $124.50/ per credit | $136.00/ per credit | $152.00/ per credit | $152.00/ per credit |
| Part-time** Non-resident Tuition, NSC (graduate) | $194.00/ per credit | $194.00/ per credit | $221.50/ per credit | $221.50/ per credit |
| Part-time** Non-resident Tuition, GBC, CSN, WNC (upper-division) | $124.50/ per credit | $136.00/ per credit | $152.00/ per credit | $152.00/ per credit |
| Part-time** Non-resident Tuition, Community Colleges | $76.25/ per credit | $83.00/ per credit | $93.00/ per credit | $93.00/ per credit |

**Part-time non-resident tuition rates are assessed to students enrolled in fewer than 7 credits

**Good Neighbor Tuition**
(Rates are assessed in addition to registration fees)

| | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
|---|---|---|---|---|
| Good Neighbor Tuition, Universities (undergraduate) | $172.50/ per credit | $188.00/ per credit | $210.75/ per credit | $210.75/ per credit |
| Good Neighbor Tuition, Universities (graduate) | $263.50/ per credit | $263.50/ per credit | $290.50/ per credit | $290.50/ per credit |
| Good Neighbor Tuition, NSC (undergraduate) | $68.00/ per credit | $74.00/ per credit | $84.00/ per credit | $84.00/ per credit |
| Good Neighbor Tuition, NSC (graduate) | $105.75/ per credit | $105.75/ per credit | $120.75/ per credit | $120.75/ per credit |
| Good Neighbor Tuition, GBC, CSN, WNC (upper division) | $68.00/ per credit | $74.00/ per credit | $84.00/ per credit | $84.00/ per credit |
| Good Neighbor Tuition, Community Colleges | $41.50/ per credit | $45.25/ per credit | $50.75/ per credit | $50.75/ per credit |

Effective Fall 2011, the Good Neighbor tuition will be discontinued. Students receiving the discount at that time may continue to receive the discount so long as they are continuously enrolled.

**Children of Alumni Tuition**
(Rates are assessed in addition to registration fees)

| | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
|---|---|---|---|---|
| Children of Alumni Tuition, Universities | $85.75/ per credit | $102.50/ per credit | $115.00/ per credit | $115.00/ per credit |

Effective Fall 2011, the Children of Alumni tuition will be discontinued. Students receiving the discount at that time may continue to receive the discount so long as they are continuously enrolled.

**Distance Education Tuition**
(Rates are assessed in addition to registration fees)

| | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
|---|---|---|---|---|
| Non-resident Tuition*, Distance Education, University (undergraduate) | $78.50/ per credit | $85.50/ per credit | $95.75/ per credit | $95.75/ per credit |
| Non-resident Tuition*, Distance Education, University (graduate) | $119.75/ per credit | $119.75/ per credit | $132.00/ per credit | $132.00/ per credit |
| Non-resident Tuition*, Distance Education, NSC (undergraduate) | $56.75/ per credit | $61.75/ per credit | $69.25/ per credit | $69.25/ per credit |
| Non-resident Tuition*, Distance Education, NSC (graduate) | $88.25/ per credit | $88.25/ per credit | $100.75/ per credit | $100.75/ per credit |
| Non-resident Tuition*, Distance Education, GBC, CSN, WNC (upper-division) | $56.75/ per credit | $61.75/ per credit | $69.25/ per credit | $69.25/ per credit |
| Non-resident Tuition*, Distance Education, Community Colleges | $34.75/ per credit | $37.75/ per credit | $42.25/ per credit | $42.25/ per credit |

* Assessed only to non-resident students who are residing outside of Nevada during the semester in which enrollment in the distance education course(s) occurs.

(Added 6/05; A. 4/06, 2/07, 3/08, 4/08, 4/10, 6/11, 12/11, 6/12, 9/12, 3/13)

## Section 2. Excess Credit Fee Procedures

1. As required by Board policy (Title 4, Chapter 17), a 50 percent Excess Credit Fee on the per-credit registration fee shall be charged to a student who has accrued attempted credits equal to 150 percent of the credits required for the student's program of study. The Excess Credit Fee shall be imposed on the per-credit registration fee charged:

    a. To degree-seeking undergraduate resident and non-resident students; and

b. At the beginning of any semester that follows an institution's determination that the Excess Credit Fee applies to a student. For example, a student whose program of study requires 120 credits (a bachelor's degree) who has accumulated 175 attempted credits prior to the Fall semester and then enrolls in six credits in the Fall semester will reach the 180 credit threshold in the Fall semester. The Excess Credit Fee must be imposed on the student starting in the following Spring semester or in any subsequent semesters.

2. For a student seeking:
   a. A first bachelor's degree who has previously earned a certificate or associate's degree, attempted credits from those previously earned awards will be included in the Excess Credit Fee threshold calculation.
   b. A bachelor's degree who has previously earned a bachelor's degree or a higher award, attempted credits from those previously earned awards will not be included in the Excess Credit Fee threshold calculation.
   c. An associate's degree or a certificate who has previously earned an associate's degree, a certificate, or a higher award, attempted credits from those previously earned awards will not be included in the Excess Credit Fee threshold calculation.

3. When attempted credits are reported or transferred after the beginning of the semester, these additional credits will not be considered in determining whether a student meets the Excess Credit Fee threshold until the following semester.

4. The refund procedures governing per-credit registration fees pursuant to this Chapter apply to the refund of any Excess Credit Fees.

5. The procedures established by the institutions for notifying students who are approaching the 150 percent credit threshold shall also include procedures for notifying students who shall be charged the Excess Credit Fee prior to the start of each semester for which the Excess Credit Fee will be charged.

6. As required by Board policy, institutions shall publicize the Excess Credit Fee policy and must include the following statement in appropriate institutional materials, including course catalogs and websites:

   An Excess Credit Fee shall be charged to a student who has attempted credits equal to 150 percent of the credits required for the student's program of study. The amount of this additional fee is equal to 50 percent of the per credit registration fee. Attempted credits include all graded courses on a student's transcript, including but not limited to the grades of F and W (withdrawal) and repeated courses. The fee will be charged, for example, after 90 credits have been attempted towards a 60-credit associate's degree or 180 credits towards a 120-credit bachelor's degree. Exceptions may apply on a case-by-case basis. The fee will be charged in all terms after passing the threshold number of credits until a degree is awarded to the student. Appeal procedures and other exceptions to this fee are outlined in the catalog.

(Added 9/13)

## Section 3. Tuition and Fees, University of Nevada School of Medicine

A. All full-time University of Nevada School of Medicine students who are classified as Nevada residents shall be assessed annual tuition and registration fees as follows:

| Medical School | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 |
|---|---|---|---|---|
| Resident | $17,999.00 | $20,700.00 | $22,356.00 | $24,144.00 |

B. Except for those students receiving WICHE support, all non-resident medical students shall be assessed combined annual non-resident tuition and registration fees as follows:

| Medical School | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 |
|---|---|---|---|---|
| Non-resident | $45,110.00 | $51,876.00 | $53,640.00 | $55,464.00 |

C. Students entering UNSOM prior to Fall 2011 may continue to pay the “averaged” tuition so long as they are continuously enrolled. This provision will expire in June 2014 after which point all non-resident students will pay full non-resident tuition. Out-of state tuition for students who establish residency during their first year will be "averaged" over their four-year program of study. Students who are non-residents their first year and residents for the next three years shall annually be assessed tuition and fees as follows:

| Medical School | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 |
|---|---|---|---|---|
| Non-Resident Average Tuition | $24,777.00 | $28,494.00 | $30,177.00 | N/A |

D. WICHE students must have evidence that they have applied for WICHE support from their state. WICHE students are responsible for paying any difference between the UNSOM non-resident tuition and the WICHE approved Professional Student Exchange Program fees for Medicine.

(B/R 1/99; Added 6/05; A. 4/06, 4/08, 4/10, 6/11, 6/12)

## Section 4. Tuition and Fees, William S. Boyd School of Law Students

A. All full-time William S. Boyd School of Law resident and non-resident students shall be assessed annual tuition and registration fees as follows:

| Law School, Full-Time | 2012-2013 | 2013-2014 | 2014-2015 |
|---|---|---|---|
| Resident Registration Fees | $23,900.00 | $23,900.00 | $23,900.00 |
| Non Resident Tuition and Registration Fees | $34,900.00 | $34,900.00 | $34,900.00 |

B. All part-time William S. Boyd School of Law resident and non-resident students shall be assessed per credit tuition and registration fees as follows:

| Law School, Part-Time | 2012-2013 | 2013-2014 | 2014-2015 |
|---|---|---|---|
| Resident Registration Fees | $854.00/ per credit | $854.00/ per credit | $854.00/ per credit |
| Non Resident Tuition and Registration Fees | $1,246.00/ per credit | $1,246.00/ per credit | $1,246.00/ per credit |

C. All admitted law students must deposit $500 to hold the applicant's place in the class. The deadline for this deposit will meet the Law School Admission Council's Statement of Good Admission and Financial Aid Practices requiring admitted students to deposit no sooner than April 1. If the entering law student's offer of admission has come after March 1, the admitted law student will be required to deposit within one month of acceptance for admission. The deposit will be applied toward tuition and is not refundable. A second $500 non refundable deposit will be due June 10 for all admitted law students who were accepted prior to May 10 and who paid the initial $500 deposit. This second non refundable deposit is required to continue to hold the applicant's place in the class. Both of these deposits will be applied toward registration fees and/or tuition. All admitted law students accepted after May 10 must, according to the date specified in the acceptance packet for admission, make a $1,000 non refundable deposit to hold the applicant's place in the class. This deposit is required to hold the applicant's place in the class and will be applied toward registration fees and/or tuition.

D. All William S. Boyd School of Law resident and non-resident students shall be assessed per credit tuition and registration fees for Summer term courses as follows:

| | Summer 2011 | Summer 2012 | Summer 2013 |
|---|---|---|---|
| Resident Per Credit | $714.00 | $854.00 | $854.00 |
| Nonresident Per Credit | $1,193.00 | $1,246.00 | $1,246.00 |

(Added 6/05; A. 1/06, 4/06, 3/08, 4/08, 4/10, 6/11, 12/11, 6/12)

## Section 5. Tuition and Fees, UNLV School of Dental Medicine

1. School of Dental Medicine Resident and Non-Resident

A. All full-time School of Dental Medicine resident and non-resident students shall be assessed annual tuition and registration fees for the academic year (fall and spring combined) as follows:

| Dental School, Full-time | 2012-2013 | 2013-2014 | 2014-2015 |
|---|---|---|---|
| Resident Registration Fees | $23,840.00 | $23,840.00 | $23,840.00 |
| Non-Resident Tuition and Registration Fees | $47,380.00 | $47,380.00 | $47,380.00 |
| Student Surcharge | $0 | $0 | $0 |
| Non-Resident Student Surcharge | $0 | $0 | $0 |

B. Out-of-state tuition for students who establish residency during their first year will be assessed non-resident tuition and registration fees for the first year of the four-year program of study. Once granted in state status, they will pay resident registration fees for the next three years.

C. WICHE students must have evidence that they have applied for WICHE support from their state. Each out-of-state student must agree to apply for in-state status at the end of the first year of school. If the student is not granted in-state status, then he/she will revert to the regular out-of-state tuition for the second year and beyond. Out-of-state WICHE students shall not be permitted to convert to in-state resident status.

D. All entering School of Dental Medicine resident and non-resident students must, according to the date specified in the acceptance letter for admission, make a $750 non-refundable deposit to hold the applicant's place in the class. A second $1,000 non-refundable deposit will be due May 1 for all entering School of Dental Medicine resident and non-resident students who were accepted prior to May 1 and paid the initial $750 deposit. This second non-refundable deposit is required to continue to hold the applicant's place in the class. Both of these deposits will be applied towards registration fees and/or tuition.

All entering School of Dental Medicine resident and non-resident students accepted after May 1 must, according to the date specified in the acceptance letter for admission, make a $1,750 non-refundable deposit to hold the applicant's place in the class. This deposit is required to hold the applicant's place in the class and will be applied toward registration fees and/or tuition.

E. Part-time tuition and fees will be assessed on the basis of a 20 credit hour load per term. Each credit hour for part-time students will be calculated at 1/20th of the rate for full-time enrollment.

F. All School of Dental Medicine resident and non-resident students shall be assessed per semester tuition and registration fees for Summer term courses as follows:

| Dental School, Full-time | Summer 2013 | Summer 2014 | Summer 2015 |
|---|---|---|---|
| Resident Registration Fees | $11,920 | $11,920 | $11,920 |
| Non-Resident Tuition and Registration Fees | $23,690 | $23,690 | $23,690 |

2. School of Dental Medicine Advanced Education Program Residents in Pediatric Dentistry

A. All full-time School of Dental Medicine resident and non-resident students shall be assessed annual tuition and registration fees as follows:

| | 2010-2011 | 2011-2012 | 2012-2013 |
|---|---|---|---|
| Pediatric Program Resident Registration Fee | $25,000 | $25,000 | $25,000 |
| Pediatric Special Fees | $5,000 | $5,000 | $5,000 |

B. Postdoctoral residencies typically do not differentiate between in and out-of-state residents with respect to fees.

C. All entering Residents in the Advanced Education Program in Pediatric Dentistry must according to the date specified in the acceptance letter for admission, make a $1,000 non-refundable seat deposit to hold the resident's place in class. This deposit will be applied towards the resident's registration and special fees.

D. Annual registration fees are to be paid in three equal installments of $8,333 prior to the beginning of each semester. The annual Pediatric Special Fee of $5,000 is to be paid prior to the beginning of the fall semester.

(B/R 3/04; Added 6/05; A. 4/06, 4/08, 6/09, 3/10, 4/10, 6/11, 12/11, 6/12, 11/12)

## Section 6. Special Fee Approvals

Except for Student Health Service and Health Insurance fees, all additions, revisions and deletions to special fees including, but not limited to student, special course, differential program and special use fees, and residence hall, apartment rentals, and food service rates shall be presented to the Board for approval during the last Board meeting of each calendar year. Exceptions to this policy require approval of the chancellor. (Added 10/09; A. 4/10)

## Section 7. Differential Program Fee Proposals

1. All proposals for differential program fees must include the following information when submitted to the Board for consideration:

    a. Indicate how student involvement was obtained and how any concerns raised by students were addressed.

    b. Identify all existing special course fees associated with the program, indicating those that will be eliminated. In accordance with Board policy, at the upper-division (300-400 level) and graduate level (500 level and above) special course fees for consumables may be continued and continuing special course fees must identify the consumables covered by the fee. An institution may include the cost of consumables in the differential program fee. Special courses fees for lower division (100-200 level) course work may continue.

    c. For high demand programs, indicate program demand by including program enrollments for the preceding five years and total number of students wait-listed or denied admission in the program during the preceding five years.

    d. For high cost programs, indicate total annual program costs as a function of total revenues and expenditures for the preceding five years.

    e. Indicate estimated revenue generated from the proposed program fee based on projected enrollments and how such funds will be expended in support of the program.

2. Differential program fees must be in the form of a per credit or per course fee and shall not be tied by proportion or multiplier to any existing fee, including but not limited to, the registration fee.

3. Except for clinical and applied health programs, differential program fees shall be limited to upper-division (300-400 level) courses and graduate level (500 level and above) courses only. Differential program fees may be applied at the lower division (100-200 level) for clinical and applied health programs only.

4. Any increase in a differential program fee must be brought to the Board for approval in accordance with the provisions of this section. Such fees shall not be established in any manner where they automatically increase without Board approval. Any proposed or adjusted differential program fee shall be presented to the Board for approval at the last Board meeting of each calendar year.

(Added 12/10)

## Section 8. Fee for TESL Endorsement Courses, NSC

The following courses required for the Teaching English as a Second Language (TESL) Endorsement at NSC may be offered at a reduced fee of $86 per credit with the approval of the president: EDRL 471 Language Acquisition, Development, and Learning; EDRL 474: Methods for English Language Learners; EDRL 475: Assessment and Evaluation of English Language Learners; and EDRL 477: Curriculum Development for English Language Learners.
(Added 12/13)

## Section 9. Differential Program Fees

| Program | Course Prefix | Course Level | Amount | Effective Date |
|---|---|---|---|---|
| University of Nevada Las Vegas | | | | |
| Architecture | AAD, AAE, ABS, AAL, LAND, AAI, AAP | 300-400 | $156.75/credit | Spring 2012 |
| Architecture | AAE, AAD | 500-700 | $239.50/credit | Spring 2012 |
| Business | MBA, FIN, MKT, MGT | 500-700 | $100.00/credit | Spring 2012 |
| Nursing | NURS | 300-400 | $156.75/credit | Spring 2012 |
| Nursing | NURS | 500-700 | $239.50/credit | Spring 2012 |
| Physical Therapy | DPT | 500-700 | $239.50/credit | Spring 2012 |
| Social Work | SW | 700 | $125.00/credit | Fall 2012 |
| Urban Leadership | UBL | 700 | $150.00/credit | Fall 2012 |
| Engineering | CEE, CEM, CPE, CS, EE, EGG, ME | 300-400 | $40.00/credit | Fall 2014 |
| Engineering | CEE, CEM, CS, ECG, ME | 600-700 | $20.00/credit | Fall 2014 |
| Graphic Design and Media | GRC | 300-400 | $156.75/credit | Fall 2014 |
| University of Nevada, Reno | | | | |
| Business | ACC, BADM, BUS, ENT, GAM, FIN, IS, MGT, MKT | 600-700 | $100.00/credit | Fall 2011 |
| Engineering | BME, ENGR, CHE, CEE, CPE, CS, EE, GE, ME, MINE, MSE | 300-400 | $42.50/credit | Fall 2012* |
| Engineering | BME, ENGR, CHE, CEE, CPE, CS, EE, GE, ME, MINE, MSE | 300-400 | $85.00/credit | Fall 2013* |
| Engineering | BME, ENGR, CHE, CEE, CPE, CS, EE, GE, ME, MINE, MSE | 600-700 | $50.00/credit | Fall 2012* |
| Engineering | BME, ENGR, CHE, CEE, CPE, CS, EE, GE, ME, MINE, MSE | 600-700 | $100.00/credit | Fall 2013* |
| Nursing | NURS | 300-400** | $156.75/credit | Spring 2014 |
| Nursing | NURS | 500-700*** | $239.50/credit | Spring 2014 |

*Phase in of per credit fee over three years.
**Does not include NURS 300, which is a required pre-requisite course for the nursing program.
***Does not include NURS 700-level courses required for the Doctor of Nursing Practice Program curriculum.

| Program | Course Prefix | Course Level | Amount | Effective Date |
|---|---|---|---|---|
| Nevada State College | | | | |
| Nursing-Accelerated Track Only | NURS | 300-400 | $113.25/credit | Fall 2012 |
| Truckee Meadows Community College | | | | |
| Nursing | NURS**** | 100-200 | $60.00/credit | Fall 2014 |

****All NURS courses excluding NURS 130 (CAN) and NURS 140 (Medical Terminology).
(Added 12/10; A. 4/11, 12/11, 11/12, 6/13, 12/13)

## Section 10. Student Fees

A. STANDARD STUDENT FEES

The following student fees have been reviewed and approved by the Board of Regents.

| Description | UNLV | UNR | NSC | CSN | GBC | TMCC | WNC |
|---|---|---|---|---|---|---|---|
| Academic Success Initiatives Fee (per undergraduate student enrolled in 1 or more credits) | 25.00 | 25.00 | N/A | N/A | N/A | N/A | N/A |
| Academic Success Initiatives Fee (per graduate student enrolled in 1 or more credits) | N/A | 5.00 | N/A | N/A | N/A | N/A | N/A |
| Advance Deposit – Freshman | N/A | 250.00 | N/A | N/A | N/A | N/A | N/A |
| Application or Admission Fee (Except law students at UNLV) | 20.00 | 20.00 | 10.00 | 10.00 | 10.00 | 10.00 | 15.00 |
| Application Fee-William S. Boyd School of Law at UNLV | 50.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Application Fee- International Students | N/A | N/A | N/A | 25.00 | 25.00 | 25.00 | N/A |
| A+ Certification | N/A | N/A | N/A | N/A | 334.00 | N/A | N/A |
| Counseling Services, UNR (Mandatory for UNR undergraduate and graduate students with 6 or more credits. Voluntary for UNR undergraduate and graduate student with less than 6 Credits) | N/A | 35.00 | N/A | N/A | N/A | N/A | N/A |
| Credential Evaluation Fee | | | | | | | |
| U.S. Citizen | 40.00 | 40.00 | 20.00 | N/A | N/A | N/A | N/A |
| F-1 Visa | 75.00 | 75.00 | 75.00 | N/A | N/A | N/A | N/A |
| Non-Degree Student | 30.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Dissertation Fee | N/A | 95.00 | N/A | N/A | N/A | N/A | N/A |
| Executive MHA Program Fee | 510.00/cr. | N/A | N/A | N/A | N/A | N/A | N/A |
| GPSA Graduate Special Fee | 18.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Graduate Orientation and Professional Development Fee | 35.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Graduation, Diploma or Certificate Fee, all programs | 75.00 | 75.00 | 20.00 | N/A | 20.00 | N/A | 25.00 |
| Identification Card | N/A | 11.00 | 5.00 | 2.00 | N/A | N/A | N/A |
| Identification Card Replacement | 20.00 | N/A | 5.00 | 2.00 | N/A | N/A | N/A |
| International Student Teaching | 350.00 | N/A | 100.00 | N/A | N/A | N/A | N/A |

| Description | UNLV | UNR | NSC | CSN | GBC | TMCC | WNC |
|---|---|---|---|---|---|---|---|
| Judicial Thesis Fee | N/A | 105.00 | N/A | N/A | N/A | N/A | N/A |
| Late Application for Graduation | 20.00 | 5.00 | N/A | N/A | N/A | N/A | N/A |
| Math Enhancement per course | 20.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| MBA Program Orientation Fee | 250.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| National Student Exchange Application Fee | 100.00 | 100.00 | N/A | N/A | N/A | N/A | N/A |
| New Student Fee | N/A | 150.00 | N/A | N/A | N/A | N/A | N/A |
| Orientation | N/A | N/A | 20.00 | N/A | N/A | N/A | N/A |
| Orientation, two-day | 120.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Orientation, new graduate students | N/A | 35.00 | N/A | N/A | N/A | N/A | N/A |
| Performing Arts Fee (per undergraduate or graduate student enrolled in 1 or more credits) | N/A | 5.00 | N/A | N/A | N/A | N/A | N/A |
| Rebel Recycling Fee | 1.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Reinstatement Fee, per term or session (for students whose registration or enrollment was cancelled due to non-payment of fees) | 75.00 | 100.00 | N/A | N/A | N/A | N/A | N/A |
| School of Dental Medicine Deposit (non-refundable) | | N/A | N/A | N/A | N/A | N/A | N/A |
| 1st deposit due prior to 6/1<br>2nd deposit due by 6/1<br>Student accepted after 6/1 | 750.00<br>1000.00<br>1750.00 | | | | | | |
| School of Dental Medicine Special Fee | 5,100/sem. | N/A | N/A | N/A | N/A | N/A | N/A |
| School of Health Sciences – TMCC – Dental Hygiene Inst. Kits (optional to purchase through TMCC's Vendors) | N/A | N/A | N/A | 1000.00 to 1500.00 | N/A | N/A | N/A |
| School of Health Sciences – CSN Dental Hygiene Instruments | N/A | N/A | N/A | 4041.00 | N/A | N/A | N/A |

| Description | UNLV | UNR | NSC | CSN | GBC | TMCC | WNC |
|---|---|---|---|---|---|---|---|
| Year 1 (optional to purchase through CSN) | | | | | | | |
| Dental Hygiene Instruments Year 2 (optional to purchase through CSN) | N/A | N/A | N/A | 1852.00 | N/A | N/A | N/A |
| Dexterity & Spatial Test (Dental/Surgical Tech) | N/A | N/A | N/A | 25.00 | N/A | N/A | N/A |
| Dexterity & Spatial Test – Retake (Dental Hygiene) | N/A | N/A | N/A | 5.00 | N/A | N/A | N/A |
| Dexterity & Spatial Test – Retake (Surgical Tech) | N/A | N/A | N/A | 5.00 | N/A | N/A | N/A |
| Toxicology Screen | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| CNA Test (Written) | N/A | N/A | N/A | 30.00 | 30.00 | N/A | N/A |
| CNA Test (Skills) | N/A | N/A | N/A | 90.00 | 90.00 | N/A | N/A |
| Practical Nursing (TEAS) | N/A | N/A | N/A | 35.00 | N/A | N/A | N/A |
| Dental Hygiene (TEAS) | N/A | N/A | N/A | 35.00 | N/A | N/A | N/A |
| Cardio Respiratory Sciences (TEAS) | N/A | N/A | N/A | 35.00 | N/A | N/A | N/A |
| Nursing Central Access | N/A | N/A | 145.00 | N/A | N/A | N/A | N/A |
| School of Dental Medicine Student and Resident Activity Fee | 50.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Special Examination Fee (Pass-Through) An additional $25 administrative charge may be added to the pass-through cost. | 25.00 | 25.00 | 25.00 | 25.00-150.00 | 25.00-150.00 | 25.00-255.00 | 25.00-150.00 |
| Student Association Fee | | | | | | | |
| Undergraduate/per credit | 1.97 | 5.00 | N/A | N/A | N/A | N/A | N/A |
| Graduate/per credit | 5.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Student Success Fee | N/A | N/A | 5.00/cr. | N/A | N/A | N/A | N/A |
| Student Support Activities Undergraduate Fee/per credit | 1.00 | N/A | N/A | N/A | N/A | N/A | N/A |

| Description | UNLV | UNR | NSC | CSN | GBC | TMCC | WNC |
|---|---|---|---|---|---|---|---|
| Student Placement Testing Fee | N/A | N/A | N/A | N/A | N/A | N/A | 15.00 |
| Study Abroad Scholarship Fund Fee, per student, per semester | 2.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Summer Advising | 1.00/cr. | N/A | N/A | N/A | N/A | N/A | N/A |
| Technology Fee – Regular | 4.00/cr. | 4.00/cr. | 4.00/cr. | 4.00/cr. | 4.00/cr. | 4.00/cr. | 4.00/cr. |
| Technology Fee – iNtegrate | 3.00/cr. | 3.00/cr. | 1.50/cr. | 1.50/cr. | 1.50/cr. | 1.50/cr. | 1.50/cr. |
| Thesis Fee | N/A | 85.00 | N/A | N/A | N/A | N/A | N/A |
| UNSOM Medical School Student Administrative Fee | N/A | 548.00 | N/A | N/A | N/A | N/A | N/A |
| UNSOM National BME Subject Exam Fee (Year 1) | N/A | 450.00 | N/A | N/A | N/A | N/A | N/A |
| UNSOM Visiting Student Elective Fee | N/A | 150.00 | N/A | N/A | N/A | N/A | N/A |
| UNSOM Simulation Lab Fee, per year | N/A | 700.00 | N/A | N/A | N/A | N/A | N/A |
| UNSOM Anatomy Lab Fee, Year 1 | N/A | 250.00 | N/A | N/A | N/A | N/A | N/A |
| UNSOM Multidisciplinary Lab Fee, Year 2 | N/A | 150.00 | N/A | N/A | N/A | N/A | N/A |
| William S. Boyd School of Law Deposit (non-refundable) | | | | | | | |
| 1st deposit due no sooner than April 1 | 500.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| 2nd deposit due June 10 | 500.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Student accepted after May 10 | 1000.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| William S. Boyd School of Law Student Activity Fee, per semester | 50.00 | N/A | N/A | N/A | N/A | N/A | N/A |

B. INTERNATIONAL STUDENT FEE

The recruitment, admission and advising of international students represents a tremendous cost to the University of Nevada, Reno, and University of Nevada, Las Vegas. The logistical and administrative burdens of international students on the university are complex and expensive. Increased costs of international mailing, phone, facsimile, recruitment, specialized printing, translations and highly trained personnel forces the university to make difficult budgetary choices. These choices often leave international students short of receiving the proper levels of attention.

Because of the limited resources of the Admissions and International Student Office, the need for funding aimed directly at the international students is essential. These funds will be directly used to support programs pertaining to international students. Additionally, it is not proper to use funds dedicated to benefit university student as a whole, to support activities that benefit only international students.

International students will pay a semester International Student Fee. The revenue from this fee will be used to sustain enrollment functions in the Admissions, Graduate, and International Student offices, supporting only international students.

| Distribution of Revenue | Amount |
|---|---|
| UNR | |
| Admissions Office | $12.50 per student per semester |
| Graduate School | $12.50 per student per semester |
| International Students and Scholars | $120.00 per student per semester |
| | $145.00 per student per semester |
| UNLV | |
| Admissions Office | $12.50 per student per semester |
| Graduate School | $12.50 per student per semester |
| International Students and Scholars | $120.00 per student per semester |
| | $145.00 per student per semester |
| CSN | $50.00 per student per semester |
| TMCC | $50.00 per student per semester |

C. STUDENT LIFE FACILITIES FEE, UNLV

The following fee shall support the planning, construction, and operations of a new student recreation center and a renovation and expansion of the Moyer Student Union. All students have access to the Moyer Student Union. Students required to pay the fee will have full access to the recreation center; students taking three or fewer credits during fall or spring will be required to pay a user fee in order to use the Student Recreation Center; this fee will be 125% of the fee charged those student taking more than three credits.

Fall and Spring Semester
All students taking more than three credits will be charged the following fee per semester:
Effective Fall Semester, 2006 $173.00

Summer Terms
Effective summer, 2006 $14.50 per credit hour
(Up to six credits per summer)

D. STUDENT UNION FEE, UNR

Effective Fall Semester 2006, the following fee shall support the construction of a new student union at the University of Nevada, Reno. The fee shall be assessed to all students, per semester, according to the following schedule.

| | Fall Semester | Spring Semester | Summer Session |
|---|---|---|---|
| Undergraduate Students | | | |
| Taking more than 3 credits | $94.00 | $94.00 | $3.00/credit |
| Taking 3 credits or less | $25.00 | $25.00 | $3.00/credit |
| Graduate Students | | | |
| Taking 7 credits or more | $97.00 | $97.00 | $3.00/credit |
| Taking less than 7 credits | $49.00 | $49.00 | $3.00/credit |

E. SPECIAL BUILDING FEE, NSC

The following fee shall support the planning, construction, and operations of new academic and student activities/administrative services buildings on the Nevada State College campus.

Fall and Spring Semester Only

All students taking more than three credits will be charged the following fee per semester (TESL Endorsement Program excluded):

| | |
|---|---|
| Effective Fall Semester, 2014 | up to $75.00 |
| Effective Fall Semester, 2015 | $150.00 |

F. SUMMER SCHOOL REGISTRATION SURCHARGE/FEE

The following per credit fees are charged in addition to the subsequent fall registration fees that are approved as of March 1 of the current year. They do not apply to Nevada students participating in the prepaid tuition plan.

| **Description** | **UNLV** | **UNR** | **NSC** | **CSN** | **GBC** | **TMCC** | **WNC** |
|---|---|---|---|---|---|---|---|
| Summer School Registration Surcharge, per credit | | | | | | | |
| Undergraduate courses | 10.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Graduate courses | 10.00 | 3.00 | 3.00 | N/A | N/A | N/A | N/A |
| Non-Resident Summer Fee | 100.00/cr | N/A | N/A | N/A | N/A | N/A | N/A |

G. HEALTH SERVICE/INSURANCE FEES

UNR

| | Graduate | Undergraduate | International |
|---|---|---|---|
| Health Service Fee: Per semester (MANDATORY[1] for students with six or more credits, VOLUNTARY for students with fewer than six credits & summer school students) | $90 | $90 | $90 |
| Student Health and Accident Insurance: VOLUNTARY (All domestic undergraduate students enrolled in nine credits and domestic graduate students enrolled in six credits.) | | | |
| Annual | $2,442 | $1,907 | |
| Fall | $1,093 | $853 | |
| Spring | $949 | $742 | |
| Spring/Summer | $1,399 | $1,093 | |
| Summer | $450 | $377 | |
| Student Health and Accident Insurance: MANDATORY* (All International Students) | | | |
| Annual | | | $1,067 |
| Fall | | | $477 |
| Spring | | | $415 |
| Spring/Summer | | | $612 |
| Summer & Orientation Week | | | $224 |
| Summer | | | $197 |

SCHOOL OF MEDICINE

| | |
|---|---|
| Annual fee for life and disability insurance | $77.44 |
| Student Health Insurance (MANDATORY[1]) | |
| Annual fee | $2,498 |
| Fall | $1,249 |
| Spring/Summer | $1,249 |
| Summer | $356 |

UNLV & NSC

| | Graduate | Undergraduate | International |
|---|---|---|---|
| Health Service Fee – Fall & Spring (MANDATORY[1] for UNLV students) | $72 | $72 | $72 |
| Summer School | $37 | $37 | $37 |
| Student Health and Accident Insurance VOLUNTARY (All domestic undergraduate students. Available to students enrolled in six or more credits.) | | $2,341 | |

| | | |
|---|---|---|
| Student Health and Accident Insurance, (MANDATORY[1] for International Students; Graduate & Professional Students taking a minimum of nine credits per semester; six credits if a graduate assistant) OPTIONAL for Graduate Students not on Assistantships. | | |
| Annual | $2,069 | $2,069 |
| (Fall, Spring, Spring/Summer & Summer NA, available from vendor) | | |

DENTAL SCHOOL

| | |
|---|---|
| Health Insurance (MANDATORY[1]) | $2,150 |

CSN

| | Graduate | Undergraduate | International |
|---|---|---|---|
| Student Health and Accident Insurance, MANDATORY[1] for International Students. | | | |
| Annual | | | $1,224 |
| Fall | | | $612 |
| Spring/Summer | | | $612 |
| Summer | | | $306 |

NOTES:

- CSN, GBC, TMCC, WNC students have available health services on a voluntary basis through a third party entity. These institutions facilitate the availability of student health services; however, students who contract for these services pay the third pay entity directly.
- Amounts represent total charges and include insurance premium, ACA taxes and fees, broker commission and fees, and institution fees.

H. LATE FEES

a Late Registration Fee: A late registration fee of up to $50 per course may be assessed to students who don't meet the course registration deadline. Late registration fee exceptions may be granted by the institution when registration was delayed due to circumstances beyond the student's control.

b. Late Payment Fee: A late payment fee of up to $25 may be assessed for payments received after the payment deadline. An additional fee of up to $25 may be assessed daily after the payment deadline up to $250 for past due balances greater than $100.

(B/R 4/92, 5/93, 3/94, 2/95, 6/95, 4/96, 4/97, 9/97, 5/98, 4/99, 6/99, 4/00, 3/02, 3/03, 8/03, 1/04, 3/04, 2/05; Added 6/05; A. 8/05, 1/06, 4/06, 7/06, 2/07, 7/07, 12/07, 6/08, 2/09, 4/09, 6/09, 12/09, 4/10, 6/10, 12/10, 4/11, 6/11, 12/11, 6/12, 9/12, 11/12, 6/13, 9/13, 12/13)

[1] Mandatory Coverage definition: when coverage is indicated as mandatory, the student must purchase the coverage or provide proof of equivalent coverage.

## Section 11. Special Course Fees

It is the policy of the Board of Regents that the registration fee be the only fee assessed for taking a course except as outlined in this section. The reasons for these exceptions are extraordinary instruction costs due to: (a) individual instruction (e.g., private music lessons), (b) class supplies, course-specific software, and specialized equipment (e.g., welding equipment and materials), (c) third party charges for use of a facility (e.g., golf), (d) special transportation requirements, or (e) extraordinary instructional costs (e.g., intensive supervision, support or additional technical expertise required for the delivery of the course), (f) some combination of these reasons. Responsibility for implementing this policy is delegated to the presidents up to a maximum of $50.00 per course. Courses requiring fees higher than $50.00 require Board of Regents approval and are as follows (institutions may charge up to the amount approved):

1. University of Nevada, Las Vegas

| | |
|---|---|
| B.S. Hotel Administration, International Option | $544.00/course |
| Counseling Internship | $250.00/course |
| Credit-By-Examination | $60.00/course |
| CIS 602, Secondary School Practicum | $100.00/course |

| | **Below CS course fees effective until August, 2014** |
|---|---|
| CS 117, Programming for Sci/Eng | $100.00/course |
| CS135L, Computer Science I Recitation | $100.00/course |
| CS 202, Computer Science II | $100.00/course |
| CS 218, Intro to Systems Programming | $100.00/course |
| CS 302, Data Structures | $75.00/course |
| CS 370, Operating System | $100.00/course |
| CS 457/657, Database Management Systems | $75.00/course |
| CS 460/660, Compiler Construction | $75.00/course |
| CS 472/672, Software Product Design I | $75.00/course |
| CS 480/680, Computer Graphics | $75.00/course |

| | |
|---|---|
| Developmental Course Fee | $75.00/course |
| DPT 744, Gross Human Anatomy I | $450.00/course |
| DPT 745, Gross Human Anatomy II | $450.00/course |
| DPT 750, Prosthetics and Orthotics | $75.00/course |
| DPT 757, Wound Care | $100.00/course |
| ECE 299, Practicum for Infants/Toddlers | $100.00/course |
| ECE 481, Internship in Early Childhood Education Management/Administration | $250.00/course |
| ECE 482, Preschool Fieldwork in Early Childhood Education | $400.00/course |
| ECE 483, Pre-Student Teaching in Early Childhood Education | $250.00/course |
| ECE 491, Student Teaching in Early Childhood Education | $400.00/course |
| ECE 781, Early Childhood Education Field Experience | $400.00/course |

| | **Below ECG course fee effective until August, 2014** |
|---|---|
| ECG 680L, Digital Signal Processing Lab | $100.00/course |

University of Nevada, Las Vegas (continued)

| | |
|---|---|
| EDEL 311, Elementary Practicum 1 | $100.00/course |
| EDEL 313, Elementary Practicum 2 | $250.00/course |
| EDEL 481, Elementary Supervised Student Teaching | $400.00/course |
| EDSC 311, Secondary Practicum 1 | $100.00/course |
| EDSC 313, Secondary Practicum 2 | $250.00/course |
| EDSC 481, Secondary Supervised Student Teaching | $400.00/course |
| EDSP 481, Practicum in a Resource Room | $100.00/course |
| EDSP 487, Pre-Student Teaching in Special Education | $250.00/course |
| EDSP 491, Student Teaching in Special Education | $400.00/course |
| EDWF 454, Student Teaching – Workforce Education and Development (6 credits) | $250.00/course |
| EDWF 454, Student Teaching – Workforce Education and Development (12 credits) | $400.00/course |
| Educational Administration Internship | $250.00/course |
| EE 221L, Circuits II Laboratory | $100.00/course |

| | **Below EE course fees effective until August, 2014** |
|---|---|
| EE 320 L, Engineering Electronics I Laboratory | $100.00/course |
| EE 340L, Electric Power Engineering Laboratory | $150.00/course |
| EE 370L, Feedback and Control Systems Laboratory | $100.00/course |
| EE 421L, Digital Electronics Laboratory | $100.00/course |
| EE 450L, Solid State Characterization Laboratory | $150.00/course |
| EE 480L, Digital Signal Processing Laboratory | $100.00/course |
| EE 497, Senior Design Project I | $150.00/course |
| EE 498, Senior Design Project II | $150.00/course |

| | |
|---|---|
| ESP 720, Filed Experience in Special Education | $250.00/course |
| ESP 7371, Advanced Practicum with Exceptional children | $100.00/course |
| ESP 780, Field Experience in Early Childhood Special Education: Infancy (3 credits) | $100.00/course |
| ESP 780, Field Experience in Early Childhood Special Education: Preschool/Kindergarten (6 credits) | $250.00/course |
| ESP 781, Field Experience in Early Childhood Special Education: Preschool/Kindergarten (3 credits) | $100.00/course |
| ESP 781, Field Experience in Early Childhood Special Education: Preschool/Kindergarten (6 credits) | $250.00/course |
| FAB 159, Food Service Operations Fundamentals | $165.00/course |
| FAB 333, Culture and Cuisine | $85.00/course |
| FAB 362, Distilled Spirits and Liqueurs | $100.00/course |
| FAB 364, New World Wines | $100.00/course |
| FAB 365, Old World Wines | $100.00/course |
| FAB 367, Beers | $100.00/course |
| FAB 467, Quantity Food Management | $200.00/semester |
| GEOL 348, Field Geology I | $150.00/course |
| CEOL 370, Intermediate Field Geology | $150.00/course |
| GEOL 372, Advanced Field Geology | $300.00/course |
| HOA 757, Restaurant Management Instruction | $265.00/course |
| HOA 758, Advanced Culinary Instructional Techniques | $300.00/course |
| HOA 759, Advanced Foodservice Management Instruction | $300.00/course |
| HON 103H, SAGE Academy Seminar | $488.00/course |

University of Nevada, Las Vegas (continued)

| | |
|---|---|
| Interactive Video Courses/Distance Education Fee (Discretionary Fee) | Up to $34.00/credit |
| MUS-Sec 4 CDT, Graduate Applied Music<br>MUS-Sec 1001-4 CDT, Graduate Applied Music | $500.00/semester |
| MUS-Sec 2 CDT, Graduate Applied Music<br>MUS-Sec 1002-2 CDT, Graduate Applied Music | $500.00/semester |
| MUS-Sec 4-2 CDT, Graduate Applied Music<br>MUS-Sec 1003-2 CDT, Graduate Applied Music | $500.00/semester |
| MUS 481E, Student Teaching: Elem | $400.00/course |
| MUS 481S, Student Teaching; Secondary | $400.00/course |
| MUS 502, School Music Practicum | $100.00/course |
| For MUSA 101 through MUSA 448 | |
| (Music Majors/Minors) | |
| Section 1001, 4 credits, $500 fee (Performance Majors) | $500.00/semester |
| Section 1002, 2 credits, $500 fee (Music Ed Majors/Minors/Secondary Inst) | $500.00/semester |
| Section 1003, 2 credits, $500 fee (Jazz Studies Majors) | $500.00/semester |
| For MUSA 151 through MUSA 174 (Non-Music Majors) | |
| Section 1001, 1 credit, $250 | $250.00/semester |
| Section 1002, 2 credits, $500 | $500.00/semester |
| For MUSA 300 | |
| Section 1001, 1 credit, $250 | $250.00/semester |
| For MUSA 451 through MUSA 461 | |
| Section 1001, 2 credits, $250 | $250.00/semester |
| Section 1002, 4 credits, $500 | $500.00/semester |
| Section 1003, 2 credits, $500 | $500.00/semester |
| NURS 305, Patient Centered Care: Basic Principles | $60.00/course |
| NURS 307, Health Assessment of Diverse Populations | $60.00/course |
| NURS 313, Nursing Care of Older Populations (effective January 1, 2012) | $120.00/course |
| NURS 319, Nursing Care of Older Populations (effective until January 1, 2012) | $300.00/course |
| NURS 329, Physical Assessment Skills (effective until January 1, 2012) | $300.00/course |
| NURS 329, Physical Assessment Skills (effective January 1, 2012) | $120.00/course |
| NURS 338, Fundamental Nursing Skills (effective until January 1, 2012) | $300.00/course |
| NURS 342, Fundamental Nursing Skills (effective January 1, 2012) | $120.00/course |
| NURS 401, Nursing Care of Older Populations (effective January 1, 2012) | $120.00/course |
| NURS 415, Nursing Care of the Acutely Ill Populations (effective until January 1, 2012) | $300.00/course |
| NURS 425, Managing Complex Nursing Care in Diverse Population (effective until January 1, 2012) | $300.00/course |
| NURS 425, Managing Complex Nursing Care in Diverse Population (effective January 1, 2012) | $120.00/course |
| PED 450, Supervised Teaching Physical Education (Major Field, 6 credits) | $250.00/course |

University of Nevada, Las Vegas (continued)

| | |
|---|---|
| PED 450, Supervised Teaching in Physical Education (Major Field, 8 credits) | $250.00/course |
| PED 450, Supervised Teaching in Physical Education (Major Field, 12 credits) | $400.00/course |
| PED 451, Supervised Teaching in Physical Education (Minor Field) | $250.00/course |
| PEX 116A Scuba Diving | $100.00/ course |
| PEX 116B Suba Diving (Advanced) | $100.00/course |
| PEX 107, Golf | $65.00/course |
| PEX 101 Backpacking and Camping | $100.00/course |
| PEX 106 Canoeing | $100.00/course |
| PEX 120E Lifeguard Training | $100.00/course |
| PEX 126, Desert Hiking & Survival Skills | $105.00/course |
| PEX 143 Rock Climbing | $60.00/course |
| PEX 169, Back Country Camping | $306.00/course |
| PEX 170 Winter Camping and Travel | $170.00/course |
| PEX 177 Canoeing the Black Canyon | $250.00/course |
| PGM 101, Golf: for Business and Life | $65.00/course |
| PGM 102, Introduction to Player Development | $125.00/course |
| PGM 103, Player Development I | $85.00/course |
| PGM 110, Introduction to Golf Operations | $2,085.00/course |
| PGM 201, PGA PGM Level 1 | $2,455.00/course |
| PGM 301, PGA PGM Level 2 continued | $2,395.00/course |
| PGM 401, PGA PGM Level 3 continued | $2,270.00/course |
| Special Education Internship | $250.00/course |
| Supervised Student Teaching, 12 Credit Course | $250.00/course |
| Supervised Student Teaching, 8 Credit Course | $125.00/course |
| SW 419, Field Practicum | $225.00/course |
| SW 429, Field Practicum II | $225.00/course |
| SW 7005A, Field Practicum-Forensic Social Work | $15.00/course |
| SW 719, Foundation Practicum Internship I | $15.00/course |
| SW 729, Foundation Practicum II | $15.00/course |
| SW 739, Field Practicum I (DP) | $15.00/course |
| SW 749, Field Practicum II (DP) | $15.00/course |
| SW 759, Field Practicum I (MCP) | $15.00/course |
| SW 769, Field Practicum II (MCP) | $15.00/course |

2. University of Nevada, Reno

| | |
|---|---|
| ART 141R, Introduction to Digital Photography | $125.00/course |
| ART 235R, Photography II | $125.00/course |
| ART 236, Intermediate Photography | $75.00/course |
| ART 237, Photography II Color | $125.00/course |
| ART 338, Advanced Photography I | $125.00/course |
| ART 438, Advanced Photography II | $125.00/course |
| ART 440/660, Problems in Photography | $125.00/course |
| BCH 303, Biochemical Analysis | $70.00/course |
| BCH 403, Biochemistry Laboratory | $85.00/course |
| BCH 406/606, Molecular Biology Lab | $195.00/course |
| BIOL 322, Experimental Field Ecology | $100.00/course |

University of Nevada, Reno (continued)

| | |
|---|---|
| BIOL 395, Cell Biology | $80.00/course |
| BIOL 406/606, Molecular Biology Lab | $195.00/course |
| BIOL 446/646, Desert and Montane Ecosystems | $85.00/course |
| CEP 770A 001, Internship in Elementary School Counseling | $250.00/course |
| CEP 770A 002, Internship in Elementary School Counseling, Out-of-Area Fee[7] | $250.00/course |
| CEP 770B 001, Internship in Secondary School Counseling | $250.00/course |
| CEP 770B 002, Internship in Secondary School Counseling Out-of-Area Fee[7] | $250.00/course |
| CTL 699A 001, Supervised Internship, Elementary Education | $250.00/course |
| CTL 699A 002, Supervised Internship, Elementary Education | $250.00/course |
| CTL 699A 003, Supervised Internship, Elementary Education, Out-of-Area Fee[2] | $250.00/course |
| CTL 699B 001, Supervised Internship, Secondary Education | $250.00/course |
| CTL 699B 002, Supervised Internship, Secondary Education | $250.00/course |
| CTL 699B 003, Supervised Internship, Secondary Education | $250.00/course |
| CTL 699B 004, Supervised Internship, Secondary Education, Out-of-Area Fee[7] | $250.00/course |
| Distance Education, Online & Independent Learning, and Weekend & Late Start Fee | $34.00/credit |
| ECE 493 001, Supervised Internship, Early Childhood Education | $250.00/course |
| ECE 493 002, Supervised Internship, Early Childhood Education | $250.00/course |
| ECE 493 003, Supervised Internship, Early Childhood Education, Out-of-Area Fee[7] | $250.00/course |
| EDEL 483 001, Elementary Supervised Teaching Internship | $250.00/course |
| EDEL 483 002, Elementary Supervised Teaching Internship | $250.00/course |
| EDEL 483 003, Elementary Supervised Teaching Internship, Out-of-Area Fee[7] | $250.00/course |
| EDES 487 001, Supervised Internship in Elementary and Special Education | $250.00/course |
| EDES 487 002, Supervised Internship in Elementary and Special Education | $250.00/course |
| EDES 487 003, Supervised Internship in Elementary and Special Education, Out-of-Area Fee[7] | $250.00/course |
| EDSC 483, Secondary Supervised Teaching Internship | $250.00/course |
| EDSP 493 001, Supervised Internship in Special Education | $250.00/course |
| EDSP 493 002, Supervised Internship in Special Education | $250.00/course |

[2] Out-of-Area fee is for students electing a supervised internship outside of Washoe, Churchill, Lyon, Story, and Douglas counties, or the Carson City, Lake Tahoe, Loyalton, Portola, Doyle, and Susanville areas.

University of Nevada, Reno (continued)

| | |
|---|---|
| EDSP 493 003, Supervised Internship in Special Education, Out-of-Area Fee[7] | $250.00/course |
| EDUC 585A 001, Internship, Integrated Elementary/Special Education | $250.00/course |
| EDUC 585A 002, Internship, Integrated Elementary/Special Education | $250.00/course |
| EDUC 585A 003, Internship, Integrated Elementary/Special Education, Out-of-Area Fee[7] | $250.00/course |
| EDUC 585B 001, Internship, Special Education | $250.00/course |
| EDUC 585B 002, Internship, Special Education | $250.00/course |
| EDUC 585B 003, Internship, Special Education, Out-of-Area Fee[7] | $250.00/course |
| EDUC 585C 001, Internship, Early Childhood Education | $250.00/course |
| EDUC 585C 002, Internship, Early Childhood Education | $250.00/course |
| EDUC 585C 003, Internship, Early Childhood Education, Out-of-Area Fee[7] | $250.00/course |
| GEOG 314, Field Methods | $140.00/course |
| GEOG 470/670, Geographic Explorations | $50.00/credit (1-3 credits) |
| GEOL 405, Geology of the National Parks | $400.00/course |
| IAFI 300, Model United Nations | $100.00/course |
| Interactive Video Courses (Discretionary Fee) | Up to $15.00/credit |
| MUSA–All private instrument and voice instruction courses | $250.00/credit to maximum of $500.00 per semester |
| MUS 234, Recording Techniques | $35.00/credit |
| NRES 345, Range and Forest Plants | $67.00/course |
| NRES 440/640 Wetland Ecology and Management | $60.00/course |
| NRES 460/660, Rangeland Resource Management | $475.00/course |
| NRES 482/682 Small Watershed Hydrology | $10.00/course |
| NRES 484/684, Limnology | $110.00/course |
| NURS 318, Nursing Care of the Individual Part 1: Practice | $200.00/course |
| NURS 346, Care of Individuals and Family | $40.00/course |
| NURS 434, Care of Community, Mental Health, Chronically Ill: Practice | $5.00/course |
| NURS 750R, Advanced Health Assessment | $75.00/course |
| VM 328 Veterinary Physiology and Applied Anatomy | $70.00/course |

[7] Out-of-Area fee is for students electing a supervised internship outside of Washoe, Churchill, Lyon, Story, and Douglas Counties, or the Carson City, Lake Tahoe, Loyalton, Portola, Doyle, and Susanville areas.

3. Nevada State College

| | |
|---|---|
| ANTH 448, Archaeology Field Study | $600.00/course |
| Counseling Internship | $250.00/course |
| Credit by Examination | $60.00/course |
| Distance Education (Except TESL Students) | $25.00/credit |
| HSC 441, Speech Pathology Practicum | $250.00/course |
| NURS 301 | $300.00/course |
| NURS 309 | $300.00/course |
| NURS 349 | $300.00/course |
| NURS 352, 448, 452 | $100.00/course |
| NURS 302 – Accelerated Track Only | $120.00/course |

Nevada State College – (Continued)

| | |
|---|---|
| NURS 304 – Accelerated Track Only | $240.00/course |
| NURS 341 – Accelerated Track Only | $30.00/course |
| NURS 351 – Accelerated Track Only | $30.00/course |
| NURS 360 – Accelerated Track Only | $30.00/course |
| NURS 380 – Accelerated Track Only | $30.00/course |
| NURS 460 – Accelerated Track Only | $30.00/course |
| NURS 480 – Accelerated Track Only | $30.00/course |
| Supervised Student Teaching (Education) | $250.00/course |
| Special Education Internship | $250.00/course |
| Speech Pathology, Clinical | $300.00/course |

4. College of Southern Nevada

| | |
|---|---|
| ABDY 101B | $88.00/course |
| OH 102B | $75.00/course |
| OH 106B | $75.00/course |
| OH 108B | $75.00/course |
| OH 202B | $75.00/course |
| OH 204B | $75.00/course |
| OH 206B | $75.00/course |
| OH 208B | $75.00/course |
| OH 216B | $75.00/course |
| OH 220B | $75.00/course |
| Private Music and Voice Instruction (formerly MUSA prefix) | $210.00/course |
| WELD 133B | $75.00/course |
| WELD 134B | $75.00/course |

5. Great Basin College

| | |
|---|---|
| ANTH 448A, Field School in Archeology | $75.00/course |
| Archeological Site Monitor | $410.00/student |
| ART 141, Introduction to Digital Photography | $75.00/semester |
| ART 142, Introduction to Digital Photography II | $75.00/semester |
| ART 299, Special Topic in Studio Art | $250.00/semester |
| Distance Education/Internet | $5.00/credit |
| EDEL 483 , Elementary Supervised Teaching Internship | $500.00/course |
| EDEL 483 Out-of-Area Fee | $1,300.00/course |
| EDSC 483, Secondary Supervised Teaching Internship | $500.00/course |
| EDSC 483 Out-of-Area Fee | $1,300.00/course |
| EDSP 495, Student Teaching Internship in Special Education | $500.00/course |
| EDSP 495 Out-of-Area Fee | $1,300.00/course |
| EIT 437, Computer Analog Control | $100.00/course |
| EMS 108B, Emergency Medical Technician Training | $150.00/course |
| EMS 118, Advanced EMT | $120.00/course |
| EMS 119, Advanced EMT Refresher | $110.00/course |
| Interactive Video Course | $5.00/credit |
| IT 299B, Special Topics in Industrial Technology | Up to $600.00/student |
| MTL 101, Basic Machine Shop I | $75.00/course |
| MTL 102, Basic Machine Shop II | $75.00/course |
| NURS 135, Fundamental Concepts in Nursing | $200.00/course |

Great Basin College (continued)

| | |
|---|---|
| NURS 158, Nursing Care of Adults in Health and Illness | $150.00/course |
| NURS 159, Nursing Care of Individuals with Mental Health Problems | $75.00/course |
| NURS 252, Nursing Care of the Childbearing Family | $100.00/course |
| NURS 253, Nursing Care of Children and Adolescents | $75.00/course |
| NURS 257, Nursing Care of Adults with Acute and Chronic Illness | $150.00/course |
| NURS 258, Patients with Complex Health Problems | $125.00/course |
| Private Instrument and Voice Instruction | $180.00/course |
| RAD 225, Clinical Radiology I | $90.00/ course |
| RAD 226, Clinical Radiology II | $115.00/ course |
| RAD 227, Clinical Radiology III | $200.00/ course |
| RAD 116, Radiography I | $65.00/course |
| RAD 126, Radiography II | $100.00/course |
| SUR 280, Fundamentals of Geomatics I | $90.00/course |
| SUR 281, Fundamentals of Geomatics II | $90.00/course |
| SUR 290, Intro to Urban Development | $90.00/course |
| SUR 340, Photogrammetry and Remote Sensing | $90.00/course |
| WELD 105, Drawing and Weld Symbol Interpretation | $50.00/course |
| WELD 110, Basic Arc Welding Principles and Practices | $75.00/course |
| WELD 115, Welding Inspection and Testing Principles | $75.00/course |
| WELD 150, Metallurgy Fundamentals for Welding | $50.00/course |
| WELD 160, Welding Design/Layout and Pipefitting | $100.00/course |
| WELD 198, Special Topics in Welding | $75.00/course |
| WELD 210, Advanced Welding Principles and Practices | $75.00/course |
| WELD 211, Welding I | $75.00/course |
| WELD 220, Gas metal (GMAW) and Flux Cored Arc Welding (FCAW) | $125.00/course |
| WELD 221, Welding II | $75.00/course |
| WELD 224, Welding Projects | $75.00/course |
| WELD 231, Welding III, Gas Metal and Flux Cored Arc Welding | $100.00/course |
| WELD 240, Gas Tungsten Arc Welding (GTAW) | $125.00/course |
| WELD 241, Welding IV, Gas Tungsten Arc Welding | $75.00/course |
| WELD 250, Welding Certification Preparation | $125.00/course |
| WELD 260, Pipe Welding | $125.00/course |

6. Truckee Meadows Community College

| | |
|---|---|
| ART 135, Photography I | $75.00/course |
| ART 141, Introduction to Digital Photography I | $75.00/course |
| ART 142, Introduction to Digital Photography II | $75.00/course |
| ART 235, Photography II | $75.00/course |
| ART 236, Photography III | $75.00/course |
| EMS 206, Principles of Pharmacology/Medication Administration and Venous Access for the Paramedic | $100.00/semester |
| EMS 207, Airway Management and Ventilation for Paramedics | $100.00/semester |
| EMS 209, Patient Assessment for Paramedics | $100.00/semester |
| EMS 210, Principles of Cardiology for the Paramedic | $100.00/semester |

Truckee Meadows Community College (continued)

| | |
|---|---|
| EMS 211, Paramedic Care for Medical Emergencies and ACLS | $300.00/semester |
| EMS 212, Paramedic Trauma Emergencies and ITLS | $300.00/semester |
| EMS 214, Pediatrics and Special Considerations for the Paramedic | $200.00/semester |
| EMS 215, Assessment Based Management Operations for the Paramedic | $100.00/semester |
| EMS 216, Hospital Clinical Experience for the Paramedic | $250.00/semester |
| EMS 217, Field Internship for the Paramedic | $500.00/semester |
| EMS 218, Field Internship for the Paramedic II | $200.00/semester |
| EMS 285B, Selected Topics in EMS | $100.00/credit |
| FT 106, Firefighter I Academy | $200.00/course |
| FT 206, Firefighter II Academy | $125.00/course |
| FT 260, Firefighter Rescue/Hazmat Academy | $175.00/course |
| MUSA 101, Bass-Lower Division | $250.00/credit |
| MUSA 103, Bassoon-Lower Division | $250.00/credit |
| MUSA 105, Cello-Lower Division | $250.00/credit |
| MUSA 107, Clarinet-Lower Division | $250.00/credit |
| MUSA 109, Drum Set-Lower Division | $250.00/credit |
| MUSA 113, Flute-Lower Division | $250.00/credit |
| MUSA 115, Guitar-Lower Division | $250.00/credit |
| MUSA 121, Horn-Lower Division | $250.00/credit |
| MUSA 123, Oboe-Lower Division | $250.00/credit |
| MUSA 127, Percussion-Lower Division | $250.00/credit |
| MUSA 129, Piano-Lower Division | $250.00/credit |
| MUSA 131, Saxophone-Lower Division | $250.00/credit |
| MUSA 135, Trombone-Lower Division | $250.00/credit |
| MUSA 137, Trumpet-Lower Division | $250.00/credit |
| MUSA 139, Tuba-Lower Division | $250.00/credit |
| MUSA 141, Viola-Lower Division | $250.00/credit |
| MUSA 143, Violin-Lower Division | $250.00/credit |
| MUSA 145, Voice-Lower Division | $250.00/credit |
| MUSA 147, Voice for Theater Majors-Lower Division | $250.00/credit |

7. Western Nevada College

| | |
|---|---|
| ACC 290B, Course Registration | $401.00/course |
| EMS 108B, Emergency Medical Technician-Basic | $75.00/course |
| Interactive Video Courses (Discretionary Fee) | Up to $20.00/credit PLUS any other lab fees |
| Interactive Video Courses (Fast Track) | $15.00/course |
| LTE 101, Fundamental Phlebotomy | $100.00/course |
| NURS 137, Foundations of Nursing Laboratory | $100.00/course |
| NURS 148, Health Assessment Laboratory | $100.00/course |
| NURS 166, Medical Surgical Nursing I Laboratory | $100.00/course |
| NURS 264, Nursing Care of the Child Bearing Family Laboratory | $60.00/course |
| NURS 271, Advanced Medical Surgical Nursing I Clinical | $100.00/course |
| NURS 277, Advanced Medical Surgical Nursing II Clinical | $100.00/course |
| PEX 105, Scuba | $95.00/course |
| PEX 183, Weight Training | $60.00/course |

Western Nevada College – (Continued)

| | |
|---|---|
| PEX 199, Special Topics | $60.00/course |
| Private Instrument and Voice Lessons | $200.00/course |
| CRJ 266B (POST Academy) | $500.00/course |
| WELD 211, Welding I | $60.00/course |
| WELD 212B, Welding I practice | $60.00/course |
| WELD 221, Welding II | $60.00/course |
| WELD 222B, Welding II practice | $60.00/course |
| WELD 224, Welding Projects | $60.00/course |
| WELD 232B, Welding III practice | $60.00/course |
| WELD 241B, Welding IV | $60.00/course |
| WELD 242B, Welding IV practice | $60.00/course |
| WELD 250 B, Welding Certification Preparation | $60.00/course |

8. The above fees are in all cases in addition to the per-credit-hour registration fee.
(B/R 5/76, 10/91, 4/92, 3/93, 12/93, 3/94, 4/96, 4/97, 5/98, 4/00, 4/01, 3/02, 3/03, 3/04, 10/04, 2/05; Added 6/05; A. 4/06, 2/07, 3/07, 12/07, 2/09, 4/09, 12/09, 12/10, 12/11, 11/12, 12/13)

## Section 12. Special Use Fee

The following fees approved by the Board of Regents shall be applicable for recreational use of the Lombardi Recreation Building, UNR

Campus Recreation and Wellness Fee

**UNR**

| | |
|---|---|
| Faculty | |
| Per year (9/1 to 8/31) | $297.00 |
| Per semester | $110.00 |
| Per Summer session | $110.00 |
| Daily Use Fee | $10.00 |
| Faculty Family Member | |
| Per year (9/1 to 8/31) | $297.00 |
| Per semester | $110.00 |
| Per Summer session | $110.00 |
| Daily Use Fee | $10.00 |
| Classified Staff | |
| Per year (9/1 to 8/31) | $256.50 |
| Per semester | $95.00 |
| Per Summer session | $95.00 |
| Daily Use Fee | $10.00 |
| Classified Family Member | |
| Per year (9/1 to 8/31) | $256.50 |
| Per semester | $95.00 |
| Per Summer session | $95.00 |
| Daily Use Fee | $10.00 |

Students and Emeritus Faculty

| | |
|---|---|
| Per year (9/1 to 8/31) | $216.00 |
| Per semester | $80.00 |
| Per Summer session | $80.00 |
| Daily Use Fee | $10.00 |

Student and Emeritus Faculty Family Member

| | |
|---|---|
| Per year (9/1 to 8/31) | $216.00 |
| Per semester | $80.00 |
| Per Summer session | $80.00 |
| Daily Use Fee | $10.00 |

Effective Fall 2014: in addition to the user fess listed above, all undergraduate students will be charged an additional $15 per semester.

Effective Fall 2016, in lieu of the fees listed above, all undergraduate students will be charged an additional $45 per semester.

**NSHE**

NSHE Student

| | |
|---|---|
| Per semester | $110.00 |
| Per Summer session | $110.00 |

NSHE Student Family Member

| | |
|---|---|
| Per Semester | $110.00 |
| Per Summer Session | $110.00 |

NSHE Employee

| | |
|---|---|
| Per year (9/1 to 8/31) | $297.00 |
| Per semester | $110.00 |
| Per Summer session | $110.00 |
| Daily Use Fee | $10.00 |

NSHE Employee Family Members

| | |
|---|---|
| Per year (9/1 to 8/31) | $297.00 |
| Per Semester | $110.00 |
| Per Summer session | $110.00 |
| Daily Use Fee | $10.00 |

a. Payment of the appropriate fee will entitle the individual to a day use locker.

b. In the case of students, the Campus Recreation and Wellness fee shall be waived if the student association appropriates an amount sufficient to cover costs, as determined by the institutional president.

c. Faculty, staff or students may bring two guests at a time for a fee of $10 per visit.

d. Students registered for seven (7) credits or more at any other NSHE Institution shall be entitled to use the facilities upon payment of a $110.00 fee per semester or $110 for the entire Summer session. Employees of NSHE shall be entitled to use of the facility upon payment of $110 per semester, $110.00 for the entire Summer session or $297 per year.

e. A family use card may be purchased for each individual family member by faculty, staff and students for the same fee as the primary pass holder.

f. Payment of the appropriate fee for the use of either Lombardi Recreation or McDermott Physical Education facility will allow use of the other facility without additional charge.

(B/R 5/95, 2/05, 3/03, 4/00; Added 6/05; A. 4/06, 2/09, 11/12, 12/13)

## Section 13. Residence Hall and Food Service Rates, UNLV

Residence hall and food service rates for UNLV require Board approval and are as follows:

Room Rates Per Semester
Room and Phone

| Hall | Single | Double |
|---|---|---|
| Dayton Hall & Tonopah Hall | $3,720/ Semester | $2,940/ Semester |
| UCC | $3,520/ Semester | $2,800/ Semester |
| South (Rodman) | $3,320/ Semester | $2,700/ Semester |

| | |
|---|---|
| Block 120, Plus 500 Dining Dollars | $1,925.00 |
| Block 150, Plus 450 Dining Dollars | $2,000.00 |
| Block 180, Plus 400 Dining Dollars | $2,058.00 |
| Block 210, Plus 350 Dining Dollars | $2,117.00 |
| Block 240, Plus 300 Dining Dollars | $2,230.00 |
| Block 240 VIP, Plus 300 Dining Dollars | $2,369.00 |
| Unlimited, Plus 250 Dining Dollars | $2,425.00 |

A non-refundable fee of $125.00 is due with application.

| | |
|---|---|
| Summer Session I (3 week session) | Double: $504<br>Single: $630 |
| Summer Session II and III (5 week session) | Double: $840<br>Single: $1,050 |

Plus one of the following mandatory meal plans:

| Meals | Session I |
|---|---|
| 30 meals | $194.10 |
| 42 meals | $271.74 |
| 57 meals | $368.79 |

| Meals | Session II & III |
|---|---|
| 50 meals | $323.50 |
| 70 meals | $452.90 |
| 95 meals | $614.65 |

(B/R 4/93, 3/02, 3/03; Added 6/05; A. 4/06, 2/07, 12/07, 2/09, 12/10, 12/11, 12/13)

## Section 14. Residence Hall and Food Service Rates, UNR

1. Food Service

The following meal plan options are available to all students, but freshmen under 21 years of age living in residence halls during the Fall and Spring Semesters are required to purchase an academic year meal plan.

| a. Fall and Spring | Academic Year Rate |
|---|---|
| 1. Meal Plan A<br>19 meals/week ($599/year)<br>$300 declining balance/year | $4,499 |
| 2. Meal Plan B<br>15 meals/week ($473/year)<br>$400 declining balance/year | $4,299 |
| 3. Meal Plan C<br>12 meals/week (378/year)<br>$500 declining balance/year | $3,799 |
| 4. Meal Plan D<br>10 meals/week (315/year)<br>$700 declining balance/year | $3,539 |
| 5. Meal Plan A Plus Program | $269 |
| 6. Meal Plan B Plus Program | $239 |
| 7. Meal Plan C Plus Program | $199 |
| 8. Meal Plan D Plus Program | $169 |

The above academic year meal plan rates are payable fifty-five percent in the Fall Semester and forty-five percent in the Spring Semester. The spring-only rate is fifty percent of the annual rate.

b. Summer Programs

Summer School residents and other students may purchase meals on a daily cash basis or purchase a more economical meal plan. The UNR/Tokyo Program students in residence must purchase a meal plan. Summer conferences will ordinarily include a meal plan tailored to the program and clientele.

2. Residence Hall Rates

a. Fall and Spring

| | Academic Year Rate | | | | |
|---|---|---|---|---|---|
| | Residence Hall | Canada Hall | Argenta Hall | Sierra Hall | Living/Learning Community |
| Double Occupancy | $4,750 | $5,270 | $6,100 | $5,270 (Large)<br>$4,750 (Standard) | $6,100 |
| Single room (where available) | $6,100 | | | $6,200 | $7,450 |
| Triple Occupancy | | | $4,750 | | |
| Guaranteed Private Double Size Room | $9,500 | $10,540 | $12,200 | $10,540 | |
| Accidental Private (Now including Premium Suite and Premium Singles) Additional/semester | $670/sem. | | | | |

Note: These rates do not include the $125 security deposit. Full refund of the deposit is made only to those students who fulfill the license agreement.

| | |
|---|---|
| Winter Break Rate | $460 |
| License Cancellation Charge | $250 |
| Improper Checkout | $50 |
| Room Charge to be Assessed on 2nd and Subsequent changes | $25 |
| Lockout fee after 3 lockouts/semester | $5 |

These rates are payable fifty-five percent in the Fall Semester and forty-five percent in the Spring Semester. The spring-only rate is fifty percent of the academic year rate.

Failure to pay the amount due on or before the due date will result in action by the University including, but not limited to, eviction, exclusion from meals, academic holds, payment due in full, and the assessment of a late fee. The account may be turned over to a collection agency with the collection fees added to the unpaid balance.

Telephone: Individual arrangement with the telephone company required.

b. Weekly rate is prorated against above fees. A daily rate will be assessed for early arrivals.

c. Summer Session Students

Summer session rates for students are for room only and are $15.50 for a non air conditioned double room, $16.90 for an air conditioned double room, $27.50 for a non air conditioned single room and $30.00 for an air conditioned single room per night per person. There will be an additional charge of $5.00 per night for linens. Meal plans rates are $22.35/day, 14 meals per week $18.05/day, and 10 meals per week $12.90/day.

(B/R 3/94, 4/00, 5/95, 5/98; Added 6/05; A. 4/06, 2/07, 12/07, 2/09, 12/09, 12/11)

## Section 15. Apartment Rentals, UNR

1. University Village apartments shall rent for $395 per month (effective 7/1/10) with a rental agreement requiring 30 days notice of intent to vacate. Rent shall be payable one month in advance. Before moving in, the tenant shall pay the first and last month's rent (partial month prorated), plus a $125.00 security deposit. The $125.00 security deposit shall be refunded in whole or in part upon the termination of the rental agreement and the peaceful surrender of the rented premises with the premises left in a clean and habitable condition (ordinary wear excepted) and with a complete inventory of furnishings. Inspection will be made by an authorized agent of the University.

   Rent not received by 5:00 p.m. on the eleventh (11th) day of the month will be considered delinquent and will be subject to a 10% late charge. Rent or other charges not paid by the twenty-fifth (25th) of the month when due will result in termination of the rental agreement on the last day of the month when due and an additional charge equivalent of 30 days of rent in lieu of 30 days notice.

(B/R 5/95; Added 6/05; A. 4/06, 2/07, 2/09, 12/09)

## Section 16. Residence Hall and Food Service Rates, GBC

The following residence hall and food service rates for Great Basin College are subject of approval of the Board of Regents:

1. Food Service

   Students may participate in the optional food service program by purchasing a non-refundable meal card from the independent food service provider.

2. Dorm Room Semester Rates

   a. Regular Semester

| | |
|---|---|
| $1,325.50 | Double Occupancy |
| $2,000.00 | Guaranteed Private Room |

   b. Extended Semester Rates (Available for students attending 48-week occupational programs)

| | |
|---|---|
| $1,625.50 | Double Occupancy |
| $2,334.50 | Guaranteed Private Room |

   c. Weekly Rate

   $111.11/weekly

3. Residence Suites Semester Rates

   a. Regular Semester

   $2,000.00

b. Extended Semester Rates (Available for students attending 48-week occupational programs)

$2,334.00

Two to three students will share a suite consisting of 2-3 bedrooms, a kitchen, living area, and bathroom. Each student will have his/her own bedroom. All utilities are included except for telephone and cable television.

c. Other fees associated with the Residence Suites

| | |
|---|---|
| Deposit-Griswold Hall | $250.00 |
| Deposit-College Parkway | $350.00 |
| Housing Agreement Process Fee | $50.00 |
| Cancellation Charge | $100.00 |
| Winter Break | $100.00 |
| Key Replacement | $50.00 |
| Mail Key Replacement | $50.00 |
| Lock Out Fee | $10.00 |

Note: These additional fees are not included in the residence hall rates described above. The application-processing fee is non-refundable. Full refund of the deposit is made only if the housing agreement contract is fulfilled.

Students may choose to pay in full before the start of the semester or they may choose to pay in four scheduled installments. Students that pay in full before the start of the semester will receive a $50.00 discount. Students who choose to make installment payments will be charged a $25.00 late fee if they are 5 or more days late.

d. Refund of Residence Suite and Dorm Room Fees

Fees are non-refundable after the beginning of the semester.

4. Married and Family Apartment Rates

Two-bedroom apartment $700.00 per month
Three-bedroom apartment $775.00 per month
(Utilities are not included)

| | |
|---|---|
| Deposit | $500.00 |
| Housing Agreement Process Fee | $50.00 |
| Key Replacement Charge | $50.00 |
| Mail Key Replacement Charge | $50.00 |
| Lock Out Fee | $10.00 |

Students will pay fees on a monthly basis. If payment is five or more days late, a late fee of $25.00 will be assessed. Students will sign a month to month lease. No refunds will be given.

5. Summer Session

   Students in the residences suites and dorm rooms will pay a prorated amount dependent upon the amount of time they occupy the room. Married and family residents will pay on a monthly basis and may stay through the summer as long as they intend to register for classes in the subsequent Fall semester. Non-student individuals or groups will pay $20/night for one to seven nights stay per person, or $15/night per person for longer stays.

(B/R 3/03, 2/05; Added 6/05; 2/07, 12/07, 2/09, 12/09, 12/11, 11/12)

## Section 17. Distribution of Registration Fees

The following fee distributions have been approved by the Board of Regents:

1. General registration fees:

| REGISTRATION FEES | | 2011-2012 | | 2012-2013 | | 2013-2014 | | 2014-2015 |
|---|---|---|---|---|---|---|---|---|
| **UNR Undergraduate** | | | | | | | | |
| State Operating Budget | $ | 106.06 | $ | 111.78 | $ | 129.21 | $ | 129.21 |
| Student Access | $ | 14.42 | $ | 16.56 | $ | 19.63 | $ | 19.63 |
| General Improvement | $ | 9.63 | $ | 16.02 | $ | 16.02 | $ | 16.02 |
| Capital Improvement | $ | 16.00 | $ | 16.00 | $ | 16.00 | $ | 16.00 |
| Activities and Programs | $ | 10.64 | $ | 10.64 | $ | 10.64 | $ | 10.64 |
| **Total** | **$** | **156.75** | **$** | **171.00** | **$** | **191.50** | **$** | **191.50** |
| **UNR Graduate** | | | | | | | | |
| State Operating Budget | $ | 166.21 | $ | 166.21 | $ | 187.04 | $ | 187.04 |
| Student Access | $ | 27.12 | $ | 27.12 | $ | 30.79 | $ | 30.79 |
| General Improvement | $ | 11.37 | $ | 11.37 | $ | 11.37 | $ | 11.37 |
| Capital Improvement | $ | 16.00 | $ | 16.00 | $ | 16.00 | $ | 16.00 |
| Activities and Programs | $ | 8.80 | $ | 8.80 | $ | 8.80 | $ | 8.80 |
| Student Association | $ | 10.00 | $ | 10.00 | $ | 10.00 | $ | 10.00 |
| **Total** | **$** | **239.50** | **$** | **239.50** | **$** | **264.00** | **$** | **264.00** |
| **UNLV Undergraduate** | | | | | | | | |
| State Operating Budget | $ | 106.06 | $ | 111.78 | $ | 129.21 | $ | 129.21 |
| Student Access | $ | 14.42 | $ | 16.56 | $ | 19.63 | $ | 19.63 |
| General Improvement | $ | 16.27 | $ | 22.66 | $ | 22.66 | $ | 22.66 |
| Capital Improvement | $ | 13.00 | $ | 13.00 | $ | 13.00 | $ | 13.00 |
| Activities and Programs | $ | 7.00 | $ | 7.00 | $ | 7.00 | $ | 7.00 |
| Student Association | $ | 0 | $ | 0 | $ | 0 | $ | 0 |
| **Total** | **$** | **156.75** | **$** | **171.00** | **$** | **191.50** | **$** | **191.50** |
| **UNLV Graduate** | | | | | | | | |
| State Operating Budget | $ | 166.21 | $ | 166.21 | $ | 184.59 | $ | 184.59 |
| Student Access | $ | 27.12 | $ | 27.12 | $ | 33.24 | $ | 33.24 |
| General Improvement | $ | 25.21 | $ | 25.21 | $ | 25.21 | $ | 25.21 |
| Capital Improvement | $ | 13.00 | $ | 13.00 | $ | 13.00 | $ | 13.00 |
| Activities and Programs | $ | 7.96 | $ | 7.96 | $ | 7.96 | $ | 7.96 |
| Student Association | $ | 0 | $ | 0 | $ | 0 | $ | 0 |
| **Total** | **$** | **239.50** | **$** | **239.50** | **$** | **264.00** | **$** | **264.00** |
| **NSC Undergraduate** | | | | | | | | |
| State Operating Budget | $ | 72.07 | $ | 75.92 | $ | 88.46 | $ | 88.46 |
| Student Access | $ | 16.99 | $ | 18.53 | $ | 20.74 | $ | 20.74 |
| General Improvement | $ | 18.70 | $ | 23.56 | $ | 23.56 | $ | 23.56 |
| Capital Improvement | $ | 2.49 | $ | 2.49 | $ | 2.49 | $ | 2.49 |
| Activities and Programs | $ | 0 | $ | 0 | $ | 0 | $ | 0 |
| Student Association | $ | 3.00 | $ | 3.00 | $ | 3.00 | $ | 3.00 |
| **Total** | **$** | **113.25** | **$** | **123.50** | **$** | **138.25** | **$** | **138.25** |

| REGISTRATION FEES | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 |
|---|---|---|---|---|
| **NSC Graduate** | | | | |
| State Operating Budget | $ 125.09 | $ 125.09 | $ 146.34 | $ 146.34 |
| Student Access | $ 26.44 | $ 18.16 | $ 21.91 | $ 21.91 |
| General Improvement | $ 17.00 | $ 17.00 | $ 17.00 | $ 17.00 |
| Capital Improvement | $ 4.72 | $ 13.00 | $ 13.00 | $ 13.00 |
| Activities and Programs | $ 0 | $ 0 | $ 0 | $ 0 |
| Student Association | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 |
| **Total** | **$ 176.25** | **$ 176.25** | **$ 201.25** | **$ 201.25** |
| **GBC – Upper Division** | | | | |
| State Operating Budget | $ 72.07 | $ 75.92 | $ 88.46 | $ 88.46 |
| Student Access | $ 15.50 | $ 17.04 | $ 19.25 | $ 19.25 |
| General Improvement | $ 10.00 | $ 14.86 | $ 14.86 | $ 14.86 |
| Capital Improvement | $ 11.68 | $ 11.68 | $ 11.68 | $ 11.68 |
| Activities and Programs | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 |
| Student Association | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 |
| **Total** | **$ 113.25** | **$ 123.50** | **$ 138.25** | **$ 138.25** |
| **CSN – Upper Division** | | | | |
| State Operating Budget | $ 72.07 | $ 75.92 | $ 88.46 | $ 88.46 |
| Student Access | $ 15.50 | $ 17.04 | $ 19.25 | $ 19.25 |
| General Improvement | $ 10.18 | $ 15.04 | $ 15.04 | $ 15.04 |
| Capital Improvement | $ 11.50 | $ 11.50 | $ 11.50 | $ 11.50 |
| Activities and Programs | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 |
| Student Association | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 |
| **Total** | **$ 113.25** | **$ 123.50** | **$ 138.25** | **$ 138.25** |
| **WNC – Upper Division** | | | | |
| State Operating Budget | $ 72.07 | $ 75.92 | $ 88.46 | $ 88.46 |
| Student Access | $ 17.00 | $ 18.54 | $ 20.75 | $ 20.75 |
| General Improvement | $ 9.50 | $ 14.36 | $ 14.36 | $ 14.36 |
| Capital Improvement | $ 11.68 | $ 11.68 | $ 11.68 | $ 11.68 |
| Activities and Programs | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 |
| Student Association | $ 2.00 | $ 2.00 | $ 2.00 | $ 2.00 |
| **Total** | **$ 113.25** | **$ 123.50** | **$ 138.25** | **$ 138.25** |
| **GBC – Lower Division** | | | | |
| State Operating Budget | $ 53.98 | $ 56.95 | $ 64.60 | $ 64.60 |
| Student Access | $ 3.25 | $ 4.19 | $ 5.54 | $ 5.54 |
| General Improvement | $ 5.62 | $ 7.96 | $ 7.96 | $ 7.96 |
| Capital Improvement | $ 5.40 | $ 5.40 | $ 5.40 | $ 5.40 |
| Activities & Programs | $ 0 | $ 0 | $ 0 | $ 0 |
| Student Association | $ 1.00 | $ 1.00 | $ 1.00 | $ 1.00 |
| **Total** | **$ 69.25** | **$ 75.50** | **$ 84.50** | **$ 84.50** |

| REGISTRATION FEES | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 |
|---|---|---|---|---|
| **CSN – Lower Division** | | | | |
| State Operating Budget | $ 53.98 | $ 56.95 | $ 64.60 | $ 64.60 |
| Student Access | $ 3.25 | $ 4.19 | $ 5.54 | $ 5.54 |
| General Improvement | $ 4.87 | $ 7.21 | $ 7.21 | $ 7.21 |
| Capital Improvement | $ 5.40 | $ 5.40 | $ 5.40 | $ 5.40 |
| Activities & Programs | $ 1.25 | $ 1.25 | $ 1.25 | $ 1.25 |
| Student Association | $ 0.50 | $ 0.50 | $ 0.50 | $ 0.50 |
| **Total** | **$ 69.25** | **$ 75.50** | **$ 84.50** | **$ 84.50** |
| **TMCC** | | | | |
| State Operating Budget | $ 53.98 | $ 56.95 | $ 64.60 | $ 64.60 |
| Student Access | $ 3.25 | $ 4.19 | $ 5.54 | $ 5.54 |
| General Improvement | $ 6.99 | $ 9.33 | $ 9.33 | $ 9.33 |
| Capital Improvement | $ 4.53 | $ 4.53 | $ 4.53 | $ 4.53 |
| Activities & Programs | $ 0 | $ 0 | $ 0 | $ 0 |
| Student Association | $ 0.50 | $ 0.50 | $ 0.50 | $ 0.50 |
| **Total** | **$ 69.25** | **$ 75.50** | **$ 84.50** | **$ 84.50** |
| **WNC – Lower Division** | | | | |
| State Operating Budget | $ 53.98 | $ 56.95 | $ 64.60 | $ 64.60 |
| Student Access | $ 3.25 | $ 4.19 | $ 5.54 | $ 5.54 |
| General Improvement | $ 5.50 | $ 7.84 | $ 7.84 | $ 7.84 |
| Capital Improvement | $ 4.67 | $ 4.67 | $ 4.67 | $ 4.67 |
| Activities & Programs | $ 1.35 | $ 1.35 | $ 1.35 | $ 1.35 |
| Student Association | $ 0.50 | $ 0.50 | $ 0.50 | $ 0.50 |
| **Total** | **$ 69.25** | **$ 75.50** | **$ 84.50** | **$ 84.50** |

***Does not include 09-11 Biennium Surcharge Amounts.
(B/R 6/04, 2/05; Added 6/05; A. 4/06, 7/06, 2/07, 3/07, 8/07, 9/07, 11/07, 12/07, 3/08, 6/08, 8/08, 10/08, 04/09, 12/09, 6/10, 12/101, 6/12)

## Section 18. Distribution of Fees and Tuition, University of Nevada School of Medicine

The following fee distribution for the University of Nevada, School of Medicine has been approved by the Board of Regents:

| RESIDENT TUITION | 2011-12 | 2012-13 | 2013-14 | 2014-15 |
|---|---|---|---|---|
| | FULL TIME | FULL TIME | FULL TIME | FULL TIME |
| Total General Fund | $7,049.22 | $8,009.05 | $8,565.00 | $9,190.00 |
| General Improvement | 78.54 | 78.54 | 98.70 | 98.70 |
| Capital Improvement | 272.00 | 272.00 | 160.00 | 160.00 |
| Activities & Programs | 76.50 | 76.50 | 88.00 | 88.00 |
| Technology Fee | 119.00 | 119.00 | 70.00 | 70.00 |
| Student Access | 1,366.32 | 1,756.99 | 2,111.30 | 2,238.30 |
| Student Association | 37.92 | 37.92 | 85.00 | 85.00 |
| **Total** | **$8,999.50** | **$10,350.00** | **$11,178.00** | **$12,072.00** |

Tuition paid by or on behalf of a student of the School of Medicine shall be revenue of the budget for the School of Medicine.
(Added 6/05; A. 4/06, 7/07, 8/08, 4/09, 4/10, 6/11, 6/12)

## Section 19. Distribution of Fees and Tuition, William S. Boyd School of Law

The following fee distribution for the University of Nevada, Las Vegas, William S. Boyd School of Law has been approved by the Board of Regents (per semester):

| | 2010-11 | | 2011-12 | | 2012-13 | |
|---|---|---|---|---|---|---|
| | PART TIME (Per Credit) | PART TIME (Per Credit) | PART TIME (Per Credit) | FULL TIME (Semester) | PART TIME (Per Credit) | FULL TIME (Semester) |
| RESIDENT TUITION | | | | | | |
| Total General Fund | $325.81 | $325.81 | $423.81 | $5,962.70 | $423.81 | $5,962.70 |
| General Improvement | 9.25 | 9.25 | 9.25 | 123.00 | 9.25 | 123.00 |
| Capital Improvement | 9.00 | 9.00 | 9.00 | 104.50 | 9.00 | 104.50 |
| Activities & Programs | 204.24 | 204.24 | 204.24 | 2,859.30 | 204.24 | 2,859.30 |
| Student Access | 164.70 | 164.70 | 206.70 | 2,886.50 | 206.70 | 2,886.50 |
| Student Association | 1.00 | 1.00 | 1.00 | 14.00 | 1.00 | 14.00 |
| | $714.00 | $714.00 | $854.00 | $11,950.00 | $854.00 | $11,950.00 |

Tuition paid by or on behalf of a student of the William S. Boyd School of Law shall be revenue of the budget for the William S. Boyd School of Law.

| | Summer 2011 Per Credit | Summer 2012 Per Credit | Summer 2013 Per Credit |
|---|---|---|---|
| RESIDENT TUITION | | | |
| Law School Summer account | $325.81 | $423.81 | $423.81 |
| Total Summer Law | $325.81 | $423.81 | $423.81 |
| General Improvement Fund | 9.25 | 9.25 | 9.25 |
| Capital Improvement Fund | 9.00 | 9.00 | 9.00 |
| Activities & Programs | 204.24 | 204.25 | 204.24 |
| Student Access | 164.70 | 206.70 | 206.70 |
| Student Association | 1.00 | 1.00 | 1.00 |
| Resident Per Credit Fee | $714.00 | $854.00 | $854.00 |
| Additional Nonresident tuition** | $479.00 | $392.00 | $392.00 |
| Nonresident Per Credit Fee | $1,193.00 | $1,246.00 | $1,246.00 |

(B/R 3/04; Added 6/05; A. 11/06, 3/08, 4/08, 4/09, 12/10, 6/11)

## Section 20. Distribution of Fees and Tuition, School of Dental Medicine

The following fee distribution for the University of Nevada, Las Vegas, School of Dental Medicine has been approved by the Board of Regents:

| | 2010-11 | 2011-12 | 2012-13 |
|---|---|---|---|
| REGISTRATION FEE | | | |
| Total General Fund | $7,178.00 | $9,837.00 | $11,115.00 |
| General Improvement | 132.00 | 132.00 | 132.00 |
| Capital Improvement | 112.00 | 112.00 | 112.00 |
| Activities & Programs | 63.00 | 63.00 | 63.00 |
| Student Access | 150.00 | 306.00 | 483.00 |
| Student Association | 15.00 | 15.00 | 15.00 |
| Student Surcharge | 1,500.00 | 0 | 0 |
| Total Registration Fee | $9,150.00 | $10,465.00 | $11,920.00 |

Tuition paid by or on behalf of a student of the School of Dental Medicine shall be revenue of the budget for the School of Dental Medicine.
(B/R 3/04; Added 6/05, A. 11/06, 4/08, 4/09, 6/09, 4/10, 6/11)

## Section 21. Refund Procedures

As required by Board policy (Title 4, Chapter 14), each institution shall adhere to the following procedures when issuing refunds to students:

1. UNLV Refund Procedures.

   a. Resident Fees (Does not apply to credit courses offered by the Summer term or the Division of Continuing Education.)

      1) One hundred percent (100%) of resident fees shall be refunded for net credit load reductions completed within the first week of the beginning of instruction. No refund shall be granted thereafter.

      2) One hundred percent (100%) of resident fees shall be refunded for withdrawal from the University completed within the first week of the beginning of instruction. For withdrawals after the last day of late registration and prior to the end of the sixth calendar week of instruction, a fifty percent (50%) refund of fees shall be granted. No refund shall be granted thereafter.

   b. Nonresident Tuition (Does not apply to credit courses offered during a Summer term or the Division of Continuing Education.)

      1) One hundred percent (100%) of nonresident tuition shall be refunded for net credit reduction to six credits or less or withdrawal from the University within the first week of the beginning of instruction.

      2) No refund of nonresident tuition shall be granted for courses dropped after two weeks from the beginning of instruction.

3) A fifty percent (50%) refund of nonresident tuition shall be granted for withdrawals made from the University after the last day of late registration but prior to the end of the sixth calendar week of instruction. No refund shall be granted thereafter.

c. Date of Refunds

Refunds of registration fees and nonresident tuition shall be issued near the end of the first six weeks of instruction.

d. Insurance and Special Fees

1) The optional hospital and accident insurance premium is nonrefundable, but shall remain in force for the duration of the policy.

2) Refund of course related special fees shall be prorated on the basis of actual usage or date of withdrawal, whichever is appropriate. Authorization for a refund of special fees must be originated by the department chairman.

e. Summer Term and the Division of Continuing Education

1) A one hundred percent (100%) refund of registration fees may be authorized to a student officially dropping a course before the day instruction for that course begins. A fifty percent (50%) refund of registration fees may be authorized to a student officially dropping a course during the first twenty percent (20%) of the course. Thereafter, no refund will be made.

2) For non-credit courses, or for credit courses taught as part of a conference or institute, or for some short intensive courses, the refund policy will be described in the publicity material for the course and may vary from course to course depending upon the circumstances.

2. UNR Refund Procedures

a. Resident Fees

1) One hundred percent (100%) of resident fees shall be refunded for net credit load reductions made on or before the last day of registration. Only in exceptional circumstances may a refund of registration fees be granted for courses dropped after the last day of late registration.

2) One hundred percent (100%) of resident fees shall be refunded for withdrawal from the University completed by the last day of registration. For withdrawals after the last day of late registration and prior to the end of the sixth calendar week of instruction, a fifty percent (50%) refund of fees shall be granted. Only in exceptional circumstances may a refund be granted thereafter.

b. Non-resident Tuition

1) One hundred percent (100%) of non-resident tuition shall be refunded for net credit reduction to six credits or less or withdrawal from the University on or before the last day of late registration.

2) No refund of non-resident tuition shall be granted for courses dropped after the last day of late registration.

3) A fifty percent (50%) refund of non-resident tuition shall be granted for withdrawals made from the University after the last day of late registration but prior to the end of the sixth calendar week of instruction. A refund may be granted only in exceptional circumstances.

c. Date of Refunds

Refunds of registration fees and non-resident tuition shall be issued near the end of the first six weeks of instruction.

d. Insurance and Special Fees

1) The optional hospital and accident insurance premium is non-refundable but shall remain in force for the duration of the policy.

2) Refund of course related special fees shall be prorated on the basis of actual usage or date of withdrawal, whichever is appropriate. Authorization for a refund of special fees must be originated by the department chairman.

e. Continuing Education

For continuing education and Summer session academic credit classes, a one hundred percent (100%) refund may be authorized to students officially dropping a class(es) or withdrawing from the University on or before the day instruction begins for each class; a fifty percent (50%) refund may be authorized to students officially dropping during the first twenty percent (20%) of the scheduled class time; thereafter, no refund will be made.

For non-credit classes and for academic credit classes taught as part of a conference, institute, or intensive course, the refund policy will be described in the publicity material for the course and may vary from course to course depending upon the circumstances.

3. NSC Refund Procedures

a. Resident Fees

1) One hundred percent (100%) of resident fees shall be refunded for net credit load reductions made on or before the last day of registration. Only in exceptional circumstances may a refund of registration fees be granted for courses dropped after the last day of late registration.

2) One hundred percent (100%) of resident fees shall be refunded for withdrawal from the College completed by the last day of registration. For withdrawals after the last day of late registration and prior to the end of the sixth calendar week of instruction, a fifty percent (50%) refund of fees shall be granted. Only in exceptional circumstances may a refund be granted thereafter.

b. Nonresident Tuition

1) One hundred percent (100%) of non-resident tuition shall be refunded for net credit reduction to six (6) credits or less or withdrawal from the College on or before the last day of registration.

2) No refund of nonresident tuition shall be granted for courses dropped after the last day of late registration.

3) A fifty percent (50%) refund of non-resident tuition shall be granted for withdrawals made from the College after the last day of late registration but prior to the end of the sixth calendar week of instruction. Only in exceptional circumstances may a refund be granted thereafter.

c. Date of Refunds

Refunds of registration fees and non-resident tuition shall be issued near the end of the first six weeks of instruction.

d. Insurance and Special Fees

1) The optional hospital and accident insurance premium is non-refundable but shall remain in force for the duration of the policy.

2) Refund of course related special fees shall be prorated on the basis of actual usage or date of withdrawal, whichever is appropriate. Authorization for a refund of special fees must be originated by the department chair.

e. Continuing Education

For continuing education and Summer session academic credit classes, a one hundred percent (100%) refund may be authorized to students officially dropping a class (es) or withdrawing from the college on or before the day instruction begins for each class; a fifty percent (50%) refund may be authorized to students officially dropping during the first twenty percent (20%) of the scheduled class time; thereafter, no refund will be made.

For non-credit classes and for academic credit classes taught as part of a conference, institute, or intensive course, the refund policy will be described in the publicity material for the course and may vary from course to course depending upon the circumstances.

4. CSN Refund Procedures

a. The refund policy for all students in a 16 week course for withdrawal or net credit reduction shall be:

1) One hundred percent (100%) if withdrawal is initiated prior to the end of the first week of instruction; and

2) Fifty percent (50%) if initiated prior to the end of the second week of instruction;

3) No refund shall be given after the start of the third week of instruction; and

4) No refund shall be given for the application or admission fee.

b. The refund policy for all students in a course that meets for less than 16 weeks (a short-term course) shall be:

1) One hundred percent (100%) if withdrawal is completed prior to the first day of the semester; and

2) Seventy-five percent (75%) if withdrawal is completed one day after the first meeting day of the course; and

3) No refund of any amount shall be given after the period outlined in subsection 4b.

c. Nonresident tuition shall be refunded in conformity with the above schedule for a load reduction to six (6) credit hours or less and for withdrawal.

5. GBC Refund Procedures

a. The refund policy for withdrawal or net credit load reduction for all students in all programs, except Summer session courses and non-regular semester courses, shall be:

1) One hundred percent (100%) if initiated by the end of the first week of the term;

2) Fifty percent (50%) if initiated by the end of the second week of the term;

3) No refund after the second week of the term; and

4) No refund shall be given for the application for admission fee.

b. The refund policy for Summer session and all non-regular semester courses shall be:

1) One hundred percent (100%) if withdrawal or net credit load reduction is initiated before ten percent (10%) of the class length has elapsed;

2) Fifty percent (50%) if withdrawal or net credit load reduction is initiated before twenty percent (20%) of the course has elapsed; and

3) No refund after twenty percent (20%) of the course has elapsed.

For Web-based courses, the first class meeting is considered to be 8 a.m. of the first business day of the week in which the course began.

c. The refund policy for one or two day courses shall be:

1) One hundred percent (100%) if withdrawal or net credit load reduction is initiated before the start of class.

2) No refund after the class begins.

d. The refund policy for community education courses shall be:

1) One hundred percent (100%) if the college cancels the class.

2) One hundred percent (100%) if a student withdraws from a community education course at least seven days prior to the first day of class.

3) No refund if the student drops the class fewer than seven days prior to the first day of class.

e. Non-resident tuition shall be refunded in conformity with the above schedule for load reduction to six (6) credits or less and for withdrawal.

f. No refund shall be given for health and accident insurance premiums.

g. Exceptions require the approval of the president or designee.

6. TMCC Refund Procedures

a. The refund for all students in all credit programs, with the exceptions of short courses, intensive courses and Summer session, for withdrawal or net credit load reduction shall be:

1) One hundred percent (100%) if initiated prior to the beginning of the second calendar week of instruction;

2) Fifty percent (50%) if initiated prior to the end of the third calendar week of instruction;

3) No refund after the end of the third calendar week of instruction.

b. The refund for short-term courses (6-11 sessions or calendar weeks) and for Summer session courses shall be:

1) One hundred percent (100%) if withdrawal or net credit reduction is initiated before second class meeting;

2) Fifty percent (50%) if withdrawal or net credit reduction is initiated during the first twenty percent (20%) of a class but after the second-class meeting;

3) No refund after twenty percent (20%) of the class has elapsed.

c. The refund for intensive courses (five or less sessions or calendar weeks) shall be:

1) One hundred percent (100%) if withdrawal or net credit reduction is initiated before the first class meeting.

2) The laboratory or special fees portion of the fees paid for intensive courses is non-refundable.

3) No refund after the first class session.

d. Nonresident tuition shall be refunded in conformity with the above schedule for load reduction to six (6) credits or less and for withdrawal during the refund period.

e. No refund shall be given for health and accident insurance premiums.

f. No refund shall be given for the application for admission fee.

g. Exceptions require the approval of the president or designee.

7. WNC Refund Procedures

   a. The refund policy for fall, spring, and summer semesters' withdrawal or net credit load reduction shall be:

      1) One hundred percent (100%) if withdrawal is completed prior to the first day of the semester.

      2) Ninety percent (90%) if withdrawal is completed by the end of late registration (five working days into semester).

      3) No refund shall be given after the period outlined above.

      4) Courses that are scheduled to begin at a date different from the regular semester and/or after the beginning of the semester must be dropped prior to the first class session for a 100% refund. Once the class has started, no refund of any amount will be given.

   b. A refund is not permissible if withdrawal is after the first half of the semester.

   c. Non-resident tuition shall be refunded in conformity with the above schedule for load reduction to six (6) credit hours or less and for withdrawal during refund period.

(Added 3/10; A. 9/10, 9/11, 11/12)

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[*] ***Mandatory Coverage definition: when coverage is indicated as mandatory, the student must purchase the coverage or provide proof of equivalent coverage.***

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 8

# DEGREES AND AWARDS

Section 1. Distinguished Nevadan and Honorary Degree Nominations..... 2
Section 2. Board of Regents' Scholar Award; Nevada Regents' Award for Creative Activities; Nevada Regents' Researcher Awards; Nevada Regents' Teaching Award; Nevada Regents' Academic Advisor Award ..... 3

## Section 1. Distinguished Nevadan and Honorary Degree Nominations

1. Distinguished Nevadans

   a. Nominations for the award of Distinguished Nevadan will be made by the Board of Regents pursuant to the Board of Regents *Handbook* (Title 4, Chapter 1, Section 14). Nominations must be received by the Chief Executive Officer of the Board no later than December 31 of each academic year. The Board of Regents shall make the award on or before March 31 of each academic year.

   b. The purpose of the awards is to recognize prominent individuals who are present or former residents of the state for their significant achievements contributing to the cultural, economic, scientific, or social advancement of Nevada and its people; or for exceptional service to the state or nation that has influenced constructively the well-being of humankind. Persons currently holding public elective office shall not be eligible to be nominated for Distinguished Nevadan, except that the Board of Regents reserves the right to waive this limitation at its own discretion in extraordinary circumstances.

   c. These awards shall normally be given at Spring commencement exercises.

2. Honorary Degrees

   a. Nominations for honorary degrees shall be made to the Board of Regents by the president for any degree that is officially offered by the requesting institution.

   b. Honorary degrees may, at the discretion of the president and with approval from the Board of Regents, be conferred at any time during the year at an appropriate ceremony. No more than two honorary degrees will be conferred at each institution's commencement ceremony unless otherwise approved by the Board.

   c. Honorary degrees may be awarded to persons who have made significant contributions to the improvement of the quality of academic programs and academic life at the requesting institution, or to distinguished visitors. Persons currently holding public elective office shall not be eligible to be nominated for an honorary degree, except that the Board of Regents reserves the right to waive this limitation at its own discretion in extraordinary circumstances.

(B/R 1/87, 10/98, 3/03; Added 6/05; A.3/07, 11/07, 12/07)

## Section 2. Board of Regents' Scholar Award; Nevada Regents' Award for Creative Activities; Nevada Regents' Researcher Awards; Nevada Regents' Teaching Award; Nevada Regents' Academic Advisor Award

Title 4, Chapter 1, of the Board of Regents' *Handbook* establishes five annual awards presented by the Board of Regents to faculty, staff, and students for significant accomplishments in the areas of academic advising, teaching, research, creative activities, and student academic leadership.

The following timeline for the nomination and selection of award recipients is applicable to each of the Regents' awards:

| | |
|---|---|
| NSHE Selection Committees formed | October - November |
| Campuses forward nominations for the Researcher Award to the System Office. | Early October |
| Campuses forward nominations for all awards except the Researcher Award to the System Office | Early November |
| Selection committees evaluate nominations | November |
| Vice Chancellor establishes meetings to make recommendation of award recipients | Early December |
| Committee recommends award recipients to the Board of Regents' Academic and Student Affairs Committee. | February |

The following procedures outline the nomination and selection process for each award:

1. <u>Regents' Creative Activities Award</u>

The Nevada Regents' Award for Creative Activities is given annually to one NSHE faculty member with a distinguished record in creative activity. Faculty from all NSHE institutions, except DRI, are eligible for consideration. Although this award is intended for individuals, groups who by their collaboration have made major advances may be recognized as well. The intent is to select one individual (or group) for recognition each year. However, the Selection Committee may choose to send forward more than one recommendation under exceptional circumstances.

A. Nominations. Notification is sent annually by the Chancellor's Office to each NSHE campus to begin the nomination process: late August/early September. Each institution, except DRI, may submit one nomination only for consideration to the Vice Chancellor for Academic and Student Affairs. Each nomination must contain the following information only:

   i. Formal letter of nomination from an NSHE employee or student, adhering to the following guidelines:
      1. The nomination letter must indicate the significance, volume, and quality of the candidate's creative activity in such a way as to clarify the nominee's activities for individuals from other disciplines;
      2. The letter must address clear evidence of the national or international stature of the candidate's creative activity. This evidence should reflect recognized evaluation in the form of critically reviewed presentations, books, and other forms of recognition (e.g., invited presentations, juried exhibitions, awards, honors). A fuller listing of these should be provided in the nominee's curriculum vitae, which must be attached to the letter of nomination; and
      3. The letter of nomination must address the candidate's continuous record of long-term creative activity.

   ii. Curriculum vitae containing a list of presentations, awards, and honors; and

   iii. Supplementary materials as follows:
      1. No more than three examples of a scholarly, creative product (e.g., music CD, art slides, videotape, audiotape, work of fiction or non-fiction, piece of artwork, etc.);
      2. No more than three reviews, adjudications, or testimonials conferred by persons who audited the original work;
      3. No more than three letters of support from persons knowledgeable of the nominee's qualifications; and
      4. Names, addresses, and phone numbers of up to five persons outside of the NSHE whom the Selection Committee may contact about the candidate's creative achievements.

   Nomination materials must be submitted to the Department of Academic and Student Affairs on a compact disc or via electronic mail. If nomination materials are provided on a compact disc, please submit two copies of the disc. The deadline for campus nominations to be received by the Chancellor's Office is approximately November 30 of each year. The exact deadline will be provided to the institutions by the Vice Chancellor for Academic and Student Affairs in the annual call for nominations.

B. Length of Service. Candidates must have at least five years of cumulative service in the NSHE by the date of nomination in order to be considered for the award.

C. Composition of the NSHE Selection Committee. The selection committee must consist of the following members:
   i. Vice Chancellor for Academic and Student Affairs to act as non-voting chairman;
   ii. Three members from the Academic Affairs Council; and
   iii. One creative artist from UNR, UNLV, NSC, and one NSHE community college.

D. Committee Review. The Committee may elect to utilize an external entity as part of its evaluation of nominees.

E. Final Approval. The recommendation of the selection committee shall be presented to the Academic and Student Affairs Committee for final approval.

F. Award Amount: $5,000

2. Regents' Researcher Award and Regents' Rising Researcher Awards

I. Regents' Researcher Award. This award is given annually to one NSHE faculty member at UNLV, UNR, or DRI with a distinguished record in research. Although this award is intended for individuals, groups who by their collaboration have made major advances may be recognized as well. The intent is to select one individual (or group) for recognition each year. However, the selection committee may choose to send forward more than one recommendation in exceptional circumstances.

A. Nominations. Notification is sent annually by Chancellor's Office to each of the three research institutions to begin the nomination process in late August/early September. Each institution may submit one nomination only for consideration to the Vice Chancellor for Academic and Student Affairs. Each nomination must contain the following information only:

i. Formal letter of nomination from an NSHE employee or student, adhering to the following guidelines:

1. The nomination letter must indicate the significance, volume, and quality of the candidate's research in such a way as to clarify the nominee's activities for individuals from other disciplines;
2. The letter must address how the candidate's research or scholarly work brings recognition to the NSHE;
3. The letter must address clear evidence of the national or international stature of the candidate's research. This evidence should reflect recognized evaluation in the form of critically reviewed papers, presentations, books, monographs, and other forms of scholarly activity or recognition (e.g., invited presentations, awards, honors). A fuller listing of these should be provided in the candidate's curriculum vitae, which must be attached to the letter of nomination;
4. In those disciplines where research grants and contracts are recognized as an important part of career achievement, there must be clear evidence provided in the letter of nomination that the candidate has been competitive for such grants at the national and/or international level; and
5. The letter of nomination must address the candidate's continuous record of long-term research.

ii. Curriculum vitae containing a listing of grants funded, presentations made at national and/or international research meetings, awards/honors, published articles, monographs, or books; and

iii. Supplementary materials as follows:

1. No more than three examples (reprints or copies) of significant published works that the candidate feels are representative of his or her research accomplishments;
2. A list of grants and contracts received, indicating the project title, name of grantor, amount of grant, beginning and termination dates, and the nature of the competition for the grant;
3. No more than three reviews, adjudications, or testimonials conferred by persons who audited the original work;
4. No more than three letters of support from persons knowledgeable of the nominee's qualifications; and
5. Names, addresses, and phone numbers of up to five persons outside of the NSHE whom the Selection Committee may contact about the candidate's research achievements.

Nomination materials must be submitted to the Department of Academic and Student Affairs on a compact disc or via electronic mail. If nomination materials are provided on a compact disc, please submit two copies of the disc. The deadline for campus nominations to be received by the Chancellor's Office will be no later than October 15 of each year. The exact deadline will be provided to the institutions by the Vice Chancellor for Academic and Student Affairs in the annual call for nominations.

B. Length of Service: Candidates must have at least ten years of cumulative service in the NSHE by the date of nomination in order to be considered for the award.

C. Composition of the NSHE Selection Committee. The selection committee must consist of the following members:

i. Vice Chancellor for Academic and Student Affairs to act as non-voting chairman;
ii. Research Affairs Council members from UNR, UNLV, and DRI; and
iii. One faculty researcher from UNR, UNLV, and DRI.

D. Committee Review. The Committee may elect to utilize an external entity as part of its evaluation of nominees.

E. Final Approval. The recommendation of the selection committee shall be presented to the Workforce, Research and Economic Development Committee for final approval.

F. Award Amount: $5,000

II. Regents' Rising Researcher Awards. These awards are given annually to one faculty member each from UNLV, UNR, and DRI. Awards are to be based on early-career accomplishments and potential for future advancement and recognition in research. The selection process shall be managed on each campus through an institutional Selection Committee. Committee selections must adhere to the following eligibility criteria and nomination process:

A. Eligibility. Nominees shall have:
   i. A doctorate or terminal degree awarded within the last ten years;
   ii. At least five years of cumulative service within NSHE and be a current employee;
   iii. A strong beginning record of accomplishment during the time of employment with NSHE; and
   iv. A record of outstanding research accomplishment that is demonstrable through publications, patents and intellectual property, or grants and contracts.

B. Nominations. Notification is sent annually by the Chancellor's Office to the three research institutions to begin the nomination process in late August/early September. Each nomination submitted must contain the following information:
   ii. Formal letter of nomination that demonstrates the nominees' accomplishments and promise;
   iii. NSHE nomination form; and
   iv. Other supplemental materials as determined by the institution.

C. Composition of the Institutional Selection Committee. The Selection Committee shall be determined by each institution, but shall minimally be composed of the research vice president and senior research faculty with significant records of achievement.

D. Committee Review. The Committee may elect to utilize an external entity as part of its evaluation of nominees.

E. Final Approval. The recommendations of the selection committees shall be presented to the Workforce, Research and Economic Development Committee for final approval.

F. Award Amount. There is no financial award for the Regents' Rising Researcher Awards.

3. <u>Regents' Teaching Award</u>

The Nevada Regents' Teaching Award is given annually to faculty members with distinguished records of teaching. Two awards shall be granted annually. Full-time faculty who provide instruction as their primary assignment at UNLV, UNR, or NSC – and DRI faculty who provide instruction as part of their regular assignment – are eligible for one award. Full-time faculty at CSN, GBC, TMCC, and WNC who provide instruction as their primary assignment will be eligible for one award. Although these awards are intended for individuals, groups who by their collaboration have made outstanding instructional contributions may be recognized as well.

A. Nominations. Notification is sent annually by the Chancellor's Office to each NSHE campus to begin the nomination process: in late August/early September. Each institution may submit one nomination only for consideration to the Vice Chancellor for Academic and Student Affairs. Each nomination must contain the following information only:

   i. Formal letter of nomination from an NSHE employee or student, adhering to the following guidelines:

1. The nomination letter must address how the candidate accomplished a significant record of excellence in teaching that brought recognition to his or her institution.
2. The letter must provide clear evidence of the candidate's ability to communicate effectively with students, impart knowledge, and/or develop skills in a manner that excites students' interest in the subject matter as well as students' interest in furthering their educational aspirations.
3. The letter must provide clear evidence of the candidate's enthusiasm for assessing, revising, and updating instructional methods, materials and technologies; a willingness to attempt and revise innovative instructional activities through varied approaches, methods, materials, or technologies in an effort to create ongoing participatory/active learning in the classroom and move the state of instruction in a field to a new level or in new directions; and a recurring effort to create learning tasks (assignments, exercises, and/or exams) that encourage critical thinking/reasoning skills.
4. The letter must provide clear evidence of the candidate's eagerness to be accessible to all students and to provide students with accurate advisement and appropriate referrals to other campus departments or to other NSHE institutions.

ii. A complete curriculum vitae must be attached to the letter of nomination.

iii. Supplementary materials including:

1. No more than three recent self-evaluations and/or evaluations by the candidate's supervisor or dean.
2. A summary of student teaching evaluations for no more than three classes.
3. No more than three examples (reprints or copies) of significant works that the candidate feels are representative of his or her teaching accomplishments. Examples include, but are not limited to, course outlines/syllabi, samples of course handouts, exercises the candidate has developed, distance education materials, videotapes developed by the candidate, and samples of exams.
4. No more than three letters of support from persons knowledgeable of the nominee's qualifications.
5. Names and addresses of up to five persons, including students, whom the Selection Committee may contact regarding the candidate's effectiveness, achievements, or abilities as a teacher.

Nomination materials must be submitted to the Department of Academic and Student Affairs on a compact disc or via electronic mail. If nomination materials are provided on a compact disc, please submit two copies of the disc. The deadline for campus nominations to be received by the Chancellor's Office is approximately November 30 of each year. The exact deadline will be provided to the institutions by the Vice Chancellor for Academic and Student Affairs in the annual call for nominations.

B. Length of Service: Candidates must have at least five years of cumulative service in the NSHE by the date of nomination in order to be considered for the award.

C. Composition of the NSHE Selection Committee for the university/state college/DRI award:
   i. Vice Chancellor for Academic and Student Affairs to act as non-voting chairman;
   ii. One Academic VP or designee from each: UNLV, UNR, DRI, NSC;
   iii. One NSHE faculty member appointed by Council of Senate Chairs; and
   iv. One Student body president or designee from each: UNLV, UNR, NSC.

D. Composition of the NSHE Selection Committee for the community college award:
   i. Vice Chancellor for Academic and Student Affairs to act as non-voting chairman;
   ii. One Academic VP or designee from each: CSN, GBC, TMCC, WNC;
   iii. One community college faculty member appointed by Council of Senate Chairs; and
   iv. One student body president or designee from each: CSN, GBC, TMCC, WNC.

E. Committee Review. The Committee may elect to utilize an external entity as part of its evaluation of nominees.

F. Final Approval. The recommendation of the selection committee shall be presented to the Academic and Student Affairs Committee for final approval.

G. Award Amount: $5,000

4. Regents' Academic Advisor Award

The Nevada Regents' Academic Advisor Award is given annually to faculty or staff members with distinguished records of student advisement. One award will be granted to a full-time community college member of the faculty, professional staff, or classified staff who provides undergraduate academic advisement as part of their regular assignment or who provides academic advisement as their primary assignment. Although this award is intended for an individual, a group who by their collaboration have made outstanding contributions in academic advisement may be recognized as well.

Two awards will be granted annually between the universities and state college, one for undergraduate advisement and one for graduate advisement. DRI full-time faculty or professional staff who provide academic advisement to graduate students at UNLV and UNR as part of their regular assignments or who provide academic advisement as their primary assignments are eligible for the graduate award. Although these awards are intended for individuals, groups who by their collaboration have made outstanding contributions in academic advisement may be recognized as well.

A. Nominations. Notification is sent annually by the Chancellor's Office to each NSHE campus to begin the nomination process: in late August/early September. Each institution may submit one nomination only for consideration to the Vice Chancellor for Academic and Student Affairs. Each nomination must contain the following information only:

i. Formal letter of nomination from an NSHE employee or student, adhering to the following guidelines:

1. The nomination letter must address how the candidate accomplished a significant record of excellence in student advising that is worthy of recognition by the Board of Regents.

2. The letter must address clear evidence of the following:

a. Ability to communicate effectively with students;

b. Effective advising;

c. Advising material or tools that the candidate developed; and

d. The candidate's advising philosophy.

ii. Other supplemental materials as determined by the institution.

Nomination materials must be submitted to the Department of Academic and Student Affairs on a compact disc or via electronic mail. If nomination materials are provided on a compact disc, please submit two copies of the disc. The deadline for campus nominations to be received by the Chancellor's Office is approximately November 30 of each year. The exact deadline will be provided to the institutions by the Vice Chancellor for Academic and Student Affairs in the annual call for nominations.

B. Length of Service. Candidates must have at least five years of cumulative service in the NSHE by the date of nomination in order to be considered for the award.

C. Composition of the NSHE Selection Committee for the university/state college/DRI award:

i. Vice Chancellor for Academic and Student Affairs (non-voting);

ii. One Academic Affairs Vice president or designee from each university, state college, and DRI;

iii. One NSHE faculty member appointed by the Council of Senate Chairs; and

iv. One student body president or designee from each university, state college, and DRI.

D. Composition of the NSHE selection committee for the community college award:

i. Vice Chancellor for Academic and Student Affairs (non-voting);

ii. One Academic Affairs Vice president or designee from each community college;

iii. One community college faculty member appointed by the Council of Senate Chairs; and

iv. One student body president or designee from each community college.

E. Committee Review. The Committee may elect to utilize an external entity as part of its evaluation of nominees.

F. Final Approval. The recommendation of the selection committee shall be presented to the Academic and Student Affairs Committee for final approval.

G. Award Amount: $5,000

5. Regents' Scholar Award

The Nevada Regents' Scholar Award is given annually to an undergraduate student from each university, state college, and community college and to a graduate student at each of the universities within the Nevada System of Higher Education. The awards are given as follows:

- Community colleges – one student per institution.
- State college – one student per institution.
- Universities – one undergraduate and one graduate student per institution.

Awards are to be based upon distinguished academic accomplishments, leadership ability, and service contributions while a registered student, as well as for the recipient's potential for continued success. The selection process shall be managed on each campus through an institutional selection committee. In general, committee selections must adhere to the following eligibility criteria and nomination process:

A. Eligibility.
   i. Nominees must be currently enrolled in no fewer than nine undergraduate credits or six graduate credits in the semester in which they are nominated.
   ii. Community college nominees must have completed no fewer than 30 credit hours at the community college level by the time the award is granted.
   iii. State college nominees must have completed no fewer than 45 credit hours at the state college level by the time the award is granted.
   iv. University undergraduate student nominees must have completed a minimum of 62 total credit hours within NSHE institutions by the time the award is granted. University graduate student nominees must have been accepted to graduate standing by the time the award is granted.
   v. Leadership and service accomplishments must have occurred while the nominee is a registered NSHE student.
   vi. Nominations must be submitted by an academic or administrative faculty member.

B. Nominations. Notification is sent annually by the Chancellor's Office to each NSHE campus to begin the nomination process: in late August/early September. Each nomination must contain the following information only:
   i. Formal letter of nomination from an NSHE employee or student that demonstrates the nominees' academic and leadership abilities;
   ii. NSHE nomination form; and
   iii. Other supplemental materials as determined by the institution.

C. Composition of the Institutional Selection Committee. The Selection Committee shall be determined by each institution, but should minimally be composed of faculty, student services administrative staff, and students.

D. Committee Review. The Committee may elect to utilize an external entity as part of its evaluation of nominees.

E. Final Approval. The recommendation of the selection committee shall be presented to the Board of Regents for final approval.

F. Amount of the Award: $5,000.

6. Regents' Awards Cost-Sharing per Institution for Cash Stipends

A. Each NSHE campus shares the costs of funding the Regents' Awards – with the exception of the Scholar Award, which is funded 100 percent by System Administration (Regents' Account), and the Advisor Award, which is funded 50 percent by System Administration (Regents' Account) and 50 percent by the institutions. The Rising Researcher Award has no monetary award. Per the cost-sharing tables below, each campus shall provide a check for the institution's share of the awards to the designated person at the System Administration office no later than the last business day of March each year. The check must be made payable to the Board of Regents. The institutions shall not produce award checks for individual recipients.

The community college award costs are as follows:

| Award | CSN | GBC | TMCC | WNC |
|---|---|---|---|---|
| Teaching[1] | $1,250 | $1,250 | $1,250 | $1,250 |
| Academic Advisor[2] | $ 625 | $ 625 | $ 625 | $ 625 |
| Scholar[3] | $ 0 | $ 0 | $ 0 | $ 0 |
| TOTAL | $1,875 | $1,875 | $1,875 | $1,875 |

[1] The cost of the community college teaching award is shared equally among the community colleges.

[2]One-half of each Advisor Award stipend is funded by the institution and one-half by System Administration-Regents' Account

[3]Scholar Award stipends are fully funded by System Administration – Regents' Account.

The university, state college, and DRI award costs are as follows:

| Award | UNLV | UNR | NSC | DRI |
|---|---|---|---|---|
| Teaching | The total institutional cost of these awards is $20,000, and is shared equally among the four institutions. | | | |
| Researcher | | | | |
| Creative Activities | | | | |
| Academic Advisor[1] – undergraduate and graduate | | | | |
| Scholar[2] | $ 0 | $ 0 | $ 0 | $ 0 |
| Rising Researcher[3] | $ 0 | $ 0 | $ 0 | $ 0 |
| TOTAL | $5,000 | $5,000 | $5,000 | $5,000 |

[1]One-half of each Advisor Award stipend is funded by the institution and one-half by the System Administration-Regents' Account.

[2]Scholar Award stipends are fully funded by System Administration – Regents' Account.

[3]Rising Researcher Award provides no remuneration.

B. In order to produce the award checks and to forward the final recommendations to the Regents' Academic and Student Affairs Committee, certain pieces of information are needed from the institutions.

i. Teaching Award, Researcher Award, Academic Advisor Award, and Creative Activities Award:

The institution employing the recommended recipient(s) must provide the following information to the Vice Chancellor for Academic and Student Affairs:

- Full Name;
- Nickname (if person goes by another name);
- Title;
- Social Security Number;
- Mailing Address; and
- 2-3 paragraphs of text summarizing the accomplishments of the recipient.

ii. Scholar Award:

Each institution provides the following information to the Vice Chancellor for Academic and Student Affairs for its campus recipients:

- Completed NSHE Nomination Form (including ½ page biography of nominee);
- Social Security Number; and
- 2-3 paragraphs of text stating why each recipient was selected.

iii. Rising Researcher Award:

UNR, UNLV, and DRI must provide the following information to the Vice Chancellor for Academic & Student Affairs for their campus recipients:

- Completed NSHE Nomination Form (including ½ page biography of nominee); and
- 2-3 paragraphs of text stating why each recipient was selected.

(Added 6/05; A. 7/06, 11/06, 12/07, 10/08, 2/09, 10/09, 9/10, 3/11, 3/12, 11/12)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 9

# REGENT GUIDELINES

Section 1. Regent Request for Information ..... 2
Section 2. 2007 Amendments NRS 396.070..... 3

## Section 1. Regent Request for Information

There has always been a clear understanding that a Regent, as a member of the governing board of NSHE, is entitled to see any records of both system administration and the various colleges and universities. Likewise, when requests for information are made, it is expected staff will gather the data in as timely a fashion as possible. A Regent's right to any information about any part of NSHE is a principle that is supported and honored.

Guidelines for Information Requests:

1. Responses to requests for information by a Regent will be viewed as a high priority and responded to completely and professionally.
2. Responses to requests for specific information or data made by one Regent will be sent to all Regents, with a copy to the president of the institution referenced and the chancellor. This will ensure that all information that one Regent has that might be the basis of a decision will be seen by all Regents.
3. Requests for information should be presented to the chancellor or vice chancellors. Institutional requests must be made to the President of the institution with a copy to the chancellor. Request should not be made of vice-presidents, institutional staff members or faculty.
4. Request for written information on specific students or related to specific personnel will be provided at the system office or campus site only. Such information with personal identification will not be released to a Regent to be removed from the NSHE site.
5. Requests for investigations by System or institutional staff should be directed to the Board Chair and the chancellor who will make a joint decision on the necessity and appropriateness of the investigation. Audit requests should be directed to the Audit Committee Chair and the Audit Committee who will determine the necessity and appropriateness of the audit. The chancellor and the Board Chair must be notified.
6. Since staff have many demands on their time, a reasonable response time to any request should be understood. Unless an emergency is clear, no Regent should expect an instantaneous response, but every effort will be made to respond as quickly as possible. If there is a conflict concerning the response time requested, the Board Chair and the chancellor will make a joint decision on the appropriateness.

(Added 6/05)

## Section 2. 2007 Amendments NRS 396.070

The 2007 Legislature establishes in NRS 396.070 compensation for Regents attending Board meeting and certain requirements concerning Host Accounts and per diem allowances.

NRS 396.070 is hereby amended to read as follows:

1. Each member of the Board of Regents is entitled to receive a salary of $80 for each meeting of the Board that he or she attends.
2. Each member of the Board of Regents is entitled to receive in attending meetings of the Board, or while on Board of Regents' business within the State:
   - (a) A per diem expense allowance not to exceed the greater of:
     - (1) The rate of $60; or
     - (2) The maximum rate established by the Federal Government for the locality in which the travel is performed.
   - (b)The travel allowance provided for state officers and employees generally.
3. If an account is established for a member of the Board of Regents to pay for hosting expenditures of the member:
   - (a) The annual expenditures from the account may not exceed $2,500.
   - (b) The account may be used only to pay for activities that are directly related to the duties of the member of the Board of Regents, including reasonable expenses for meals, beverages and small gifts. The account must not be used to pay for expenses associated with attending a sporting event or a political fundraising event.
   - (c) The member of the Board of Regents must submit a monthly report of expenditures from the account to the chancellor of the System. The report must include, without limitation, the amount of money expended from the account, the specific purpose and activity for which the money was expended and, if applicable, the person for whom the money was expended.
   - (d) The chancellor of the System shall compile the monthly reports into an annual report on or before January 30 of each year. The monthly reports and annual reports are public records and must be made available for public inspection.
4. As used in this section, "hosting expenditures" means reasonable expenses by or on behalf of a member of the Board of Regents who is conducting business activities necessary to provide a benefit to the System by establishing goodwill, promoting programs of the System or otherwise advancing the mission of the System.

(Added 6/05; A. 3/13)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 10

# RISK MANAGEMENT AND SAFETY


Section 1. Environmental Health and Safety ..... 2
Section 2. Risk Management/Workers' Compensation ..... 2
Section 3. EH&S/Risk Management Funding ..... 4
Section 4. Police Officer Wellness Program ..... 5

**CHAPTER 10**

**RISK MANAGEMENT AND SAFETY**

## Section 1. Environmental Health and Safety

Pursuant to Board policy, Title 4, Chapter 10, Section 32, the authority for the development, implementation, compliance monitoring, and administration of Environmental Health and Safety (EH&S) programs is delegated to the president of each NSHE institution. In its authority to establish EH&S programs the following provisions concerning employees, supervisors, and training records must be followed.

1. Institutionally established policies and procedures concerning EH&S programs must be made available to all employees through an appropriately distributed publication or posted on the institution's website. These policies and procedures shall meet or exceed NSHE standards.

2. Supervisors, including laboratory directors and/or principal health and safety investigators, shall:

   a. Provide for the safety needs of their respective units/departments such as engineering controls, training, personal protective equipment, corrective actions necessary for addressing items identified as non-compliant in safety inspections or audits;
   b. Conduct periodic safety performance evaluations of employees and students according to established institutional policies and procedures; and
   c. Ensure the appropriate safety training of all employees.

3. All employees shall participate in the safety and job specific training programs as required by his or her position.

4. Each NSHE institution shall maintain safety training records that record the employee attendance at all safety training activities. These records shall be open to inspection by regulatory inspectors and NSHE employees, including EH&S and Human Resources personnel.

(Added 2/09)

## Section 2. Risk Management/Workers' Compensation

1. Risk Management is a part of System Administration with responsibility to provide sound risk management programs and services to the NSHE.

2. Objective and Scope. While the primary responsibility for risk management functions is maintained at the institutional level, the System through the Vice Chancellor of Finance and Administration is responsible to ensure adherence by the institutions to national standards for risk management programs. The goals of risk management are to: 1) protect the health and provide for the safety of the NSHE students and employees, 2) protect the public from injury or damage incidental to the operations of the NSHE, 3) protect the NSHE's assets and its environment, and 4) protect the reputation of the NSHE. To achieve these goals, risk management will consider all types of risks, including but not limited to natural, environmental, compliance, and safety risks. The realization of these overall objectives involves:

    a. Providing for the safety of students, employees, and the public;

    b. Protecting NSHE's property and its environment;

    c. Reducing NSHE's legal liability;

    d. Purchasing insurance and procuring contracts when necessary to administer NSHE's property, inland and ocean marine, liability and workers' compensation insurance programs;

    e. Investigating, adjusting, and settling insured property, inland and ocean marine, liability and workers' compensation insurance claims whether insured or subject to deductibles, self insured retentions or that are self insured.

3. Authority and Responsibility. Risk management activities shall be overseen by the chancellor's Office. Risk management activities shall be guided by the principles provided in this section. Each president shall be responsible for the implementation of a risk management program at his or her respective institution.

4. Risk Management Principles. Risk Management within System Administration and at the institutions shall be guided by the following principles in order to ensure administrative efficiency, the cost-effective use of resources, a sound organizational plan, and cooperation among the member institutions:

    a. Programs of insurance, self-insurance, contractual risk transfer, risk avoidance, loss prevention, and claims remediation shall be implemented to reduce NSHE's costs to the lowest reasonable level while avoiding exposing the NSHE to unreasonable financial risk.

    b. Risks may be assumed if, taking into consideration the probability of loss and the amount of potential loss, the risk would not significantly impair the financial position of NSHE. This risk assessment shall include an assessment of the importance to the NSHE of the objectives of the program or action creating the risk, as well as whether risks are minimized through contract, private insurance or coverage from the State of Nevada Tort Claims Fund.

    c. Risks shall be insured whenever the potential loss would pose a significant financial risk to NSHE and insurance is available at a cost that compared to the risk is financially sound, or where insurance is required by law or contract.

d. Programs, contracts and services shall be implemented based on the best interests of the NSHE as a whole, after giving appropriate consideration to the interests of all institutions and departments that will be affected.

e. Funding for self-insured retentions, deductibles and self-insured exposures between different types of exposures may be pooled when it is in the financial interest of NSHE to do so. Deductibles and self insured retentions shall be fully funded.

f. Premiums, deductibles, and self-insured retentions may be established for each institution based on the institution's exposures, insured values, loss experience, and adequacy of its loss prevention program.

g. Insurance shall be purchased through a source (agent, broker, or insurance company) that is in the best interest of NSHE. When purchasing insurance products, preference will be given to Nevada based companies pursuant to Title 4, Chapter 10.

(Added 2/09; A. 3/11, 3/13)

## Section 3. EH&S/Risk Management Funding

1 The institution EH&S and Risk Management programs (Sections 1 & 2 above) receive partial funding from the Workers' Compensation Enterprise Fund administered by the chancellor. Funds that are provided from the Workers' Compensation Enterprise Fund are subject to the following guidelines:

a. Funds from the Worker's Compensation Enterprise Fund distribution are accounted for in separate and distinct self-supporting budget accounts within the institution's financial system.

b. Effective FY 12, projected annual program revenues from the Enterprise Fund and institution expenditures associated with those funds will be submitted to the chancellor's Office as part of the annual fiscal-year self-supporting budget process, regardless of the level of projected activity. Actual revenues and expenditures, regardless of the level of activity, will be reported through the fiscal year Self-Supporting Budget to Actual process. Unexpended funds should be reflected as 'Opening Balance' and 'Ending Balance' as appropriate in the self-supporting budget reports.

c. Funds distributed from the Workers' Compensation Enterprise Fund under this section are available for expenditure for institutional EH & S and Risk Management related expenditures which include:

i. Salaries, wages and benefits for individuals directly employed in or providing services to EH&S/Risk Management function.

ii. Operating expenses, including travel, directly related to the EH&S/Risk Management function. This may include expenses that support the administration of the EH&S/Risk Management function (ex: expenses related to office supplies, software, hiring/termination of staff, local, federal or state codes or regulations, program communications equipment, program membership dues, related training and certifications).

iii. Equipment purchases directly related to the EH&S/Risk Management function.

iv. Consulting costs directly related to the EH&S/Risk Management function.

v. Transfers between NSHE institutions or budget areas for shared EH&S/Risk Management resources or programs.

vi. Other expenses related to the functions described in section 1, Environmental Health and Safety and Section 2, Risk Management/Workers' Compensation.

d. For the purpose of qualifying expenditures, the EH&S/Risk Management functions include initiatives related to the Claims Administration, Environment Health and Safety Management, Fire and Life Safety, Occupational Safety, Radiation Safety, and similar related programs.

e. Funds distributed from the Workers' Compensation Enterprise Fund under this section are not restricted to the fiscal year in which they were distributed and are available to carry-forward to future years.

f. Funds distributed from the Workers' Compensation Enterprise Fund under this section are not available for transfers to institutional overhead or similar assessments or other non-direct expenditures outside of the EH&S/ Risk Management function without prior approval of the chancellor.

g. Funds distributed from the Workers' Compensation Enterprise Fund are not available for insurance procurement or premiums or to pay fines, penalties, or judgments levied against the institution without prior approval of the chancellor.

(Added 3/11)

## Section 4. Police Officer Wellness Program

1. The provisions of this section are applicable to a member of the police department of the Nevada System of Higher Education.

2. NSHE's Police Officer Wellness Program is governed by NRS 617.455 and 617.457 and *Nevada Administrative Code* Chapter 617. These laws and regulations entitle police officers, correctional officers, firemen and other positions identified under NRS 617.135, who develop heart or lung disease after 5 years of continuous uninterrupted service to a conclusive presumption that the disease is work related, provided that the employee submits to required physical exams and takes documented action to correct pre-disposing conditions that lead to these diseases when ordered to do so by the examining physician. Except as otherwise provided by law, eligible NSHE employees who have claims accepted are entitled to lifetime treatment benefits and the opportunity to elect permanent total disability if they cannot continue to work as a police officer. This is a worker' compensation benefit specific to this group of employees and is completely separate from regular employee or retiree health plan benefits.

3. <u>Program Objectives.</u> The overall objectives of this program are to:

   a. Ensure that the NSHE and its institutions meet the obligations of an employer, as required by NAC 617.080 and the applicable state law.

b. Because there are certain conditions that may result in the loss of benefits, ensure that communication is made with the employee so that he or she understands the significance of any orders from examining physicians to correct pre-disposing risk factors, and the need to take actions to correct the identified risk factors in order to preserve their eligibility for benefits under the workers' compensation Police Officer Program.
c. Prevent claims and minimize unnecessary workers' compensation costs.

4. Responsibility. The chancellor has overall responsibility for NSHE compliance with the statutory directive. NSHE Risk Management will oversee the implementation of a wellness and loss prevention plan at each institution to minimize injuries to and contraction of disease by employees and to minimize workers' compensation costs related to claims for eligible employees. NSHE Risk Management shall delegate the following responsibilities to the institutions through the BCN/BCS Risk Management Offices:

   a. Ensure scheduling and completion of routine physical examinations, as required by the relevant statutes and regulations, including the test of the functioning of the hearing of an employee, which is required pursuant to NRS 617.454, 617.455, 617.457 and NAC 617.050, 617.070 and 617.075.
   b. Ensure NSHE institutions or our contractors comply with the duties in NAC 617.080, and that examining physicians comply with the requirements of NAC 671.100. Physicals (including hearing exams) must meet the provisions identified in NRS 617.454, 617.455 and 617.457. Documentation on the physical reports will be maintained at the respective Risk Management Office.
   c. Review the results of the physical exams to ensure that the contracted vendors are consistently identifying and reporting risk factors and orders to the officers to correct risk factors, and to evaluate and report on the general level of risk that officers have of developing cardiac or lung diseases (low, medium or high), based on the information in the physical exams. This review can be completed internally by a designated qualified individual or contracted to a third party vendor. Documentation of the review will be maintained at the respective Risk Management Office.
   d. Follow up with the police officers. When physician warnings and orders to correct risk factors are identified, a letter must be forwarded from the BCN/BCS Risk Manager or designee to the police officer. The letter is in addition to and is not a substitute for the information that is required to be given to the officer pursuant to NAC 617.100; and it is not a substitute for the discussion requirement under NAC 617.080(3). The Police Chief will be notified that the letter was sent. The letter will summarize and reiterate the physician's findings indicating that the police officer has a predisposition to the contraction of a disease of the heart or lungs and that failure to take actions to correct the predisposing risk factors that are within the officeer's control to correct, can jeopardize the officer's eligibility for benefits under the heart and lung program. The letter must also offer the officer the opportunity to enroll and participate in the NSHE supported cardiac wellness program identified in section (h). BCN/BCS Risk Manager will ensure the officer has complied with NAC 617.090, and will obtain a "confirmation of receipt form" from the officer within 60 days, and forward a copy to the designated police department representative.

e. Provide education to police officers on the goals and requirements of the program, including required action necessary to maintain coverage under Chapter 617 of NRS. If the police officer can correct any predisposing physical condition of which the police officer has been warned pursuant to subsection (b), inform the officer that failure to correct the condition may exclude them from benefits under chapter 617 of NRS and Chapter 617 of NAC.

f. Contract with one or more local medical providers/clinics for the physicals. The contracted Medical Provider/Clinic must be required to forward results of physical exams directly to the employer (BCN/BCS Risk Management office) for review. If an employee chooses to go to his or her own physician, in lieu of the contracted provider for their physical, the following must occur:

    i. The police officer's physician must complete the required paperwork and forms, and perform the same diagnostic tests that are required of the contracted medical providers/clinic. The completed forms must then be provided by the physician to the police department designated representative, who will forward the packet to the Risk Management office. It is the responsibility of the Risk Management office to forward the physical to the contracted medical provider to determine if all components have been completed. The annual physical is not considered complete until it has been reviewed by the contracted vendor.

    ii. The police officer will be informed that the physical exam will be considered incomplete if the officer's personal physician has not completed all of the proper tests and paperwork.

    iii. The employing Police Department will pay for the cost of the annual physical with the contracted vendor. If the officer chooses to pay for the officer's own physical with a provider other than the contracted vendor, the cost will be the responsibility of the officer, unless specific arrangements are made and agreed upon prior to the date of the physical and is approved by the respective Risk Manager. In this circumstance, the Police Department may, but is not required to, reimburse the employee.

g. Ensure each institution follows the guidelines established by NSHE Risk Management for the types and frequency of exams, screening tests, inoculations and for personnel who are determined to be unfit for duty by the evaluating physician.

h. Implement a Police Officer Wellness and Loss Prevention Plan at each institution; or oversee a wellness & loss prevention plan of a contracted vendor. NSHE Risk Management will reimburse up to $2,500 per officer per fiscal year, for out-of-pocket costs related to the wellness and loss prevention programs established through and approved by the BCN and BCS Risk Management offices.

i. Monitor workers' compensation claims to identify adherence to an officer's responsibility to correct pre-disposing risk factors and their impact on claim acceptance or denial and to monitor consistency and quality of medical services provided to officers with accepted claims.

j. Maintain and ensure the confidentiality of all physical exam results, including the test of the functioning of the hearing of an officer completed pursuant to NRS 617.454, 617.455 and 617.457 for at least 2 years after the death of the police officer.

k. Provide to the NSHE Risk Management, no later than 90 days after the close of the fiscal year, a program report that includes the following information:
    i. By institution, number of physicals required and number completed.
    ii. Of the physicals completed the number that had identified risk factors.
    iii. For each officer with an identified risk factor, the employee ID number and recommended corrective action.

(Added 3/13)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 11

# FINANCIAL AID

Section 1. Regents' Service Program ..... 2

**CHAPTER 11**

**FINANCIAL AID**

## Section 1. Regents' Service Program

Title 4, Chapter 18 of the Board of Regents' *Handbook* establishes the Regents' Service Program so that NSHE students can make a contribution to the critical needs of the community. The following procedures outline the program's structure.

1. Intent

   Institutional models previously entitled Regents' Award Program shall be renamed to Regents' Service Program. Programs must include:

   a. An overall focus that will make a contribution to the State of Nevada, the surrounding community, or the institution.
   b. Literacy programs that meet the needs of students in K-12 shall receive first priority. Recipients may be placed as off-campus tutors or coordinators for these programs.
   c. All awards must have an on- or off-campus service/work obligation that provides the student clear responsibility and an opportunity to develop a record of accomplishment.
   d. Institutions shall have the flexibility to design work, stipend, scholarship or graduate assistantship programs that meet the needs of their students.
   e. Positions may not be used to supplant personnel needs on campus, or used in the same general way as work-study positions.
   f. Positions may not provide class instruction.
   g. If graduate assistantships are funded, the function of these positions must be different from other state-funded graduate assistants, and recipients of this program may not be employed as teaching assistants.
   h. Non-resident graduate assistants under this program shall not be charged tuition in accordance with NSHE Board of Regents' *Handbook* Title 4, Chapter 15, Section 3, Number 3.

2. Eligibility

   Awards must be made pursuant to the Board-established guidelines for student access (Title 4, Chapter 18) providing that at least 80 percent of funds shall be used for need-based programs. The remaining funds will go toward access-oriented programs. For the purposes of this program, federal government methodology criteria for determining need shall be replaced with the following:

   a. Enrolled in a degree or certificate program, in at least six credits of academic work at the institution for which they will participate in the Regents' Service Program.

b. Meet at least one of the following criteria:
    i. Head of Household;
    ii. Single Parent;
    iii. Age 22 or over and have never attended college or have had a break in enrollment of two or more years;
    iv. No support from parents or family;
    v. Unusual family or financial circumstances; or
    vi. First generation college-bound.
c. Students who meet multiple criteria shall be given priority in the program.
d. Priority shall be given to eligible Nevada residents.
e. International students may be employed under this program provided they meet other institutional and federal employment requirements.
f. If and when an institution meets all demonstrated eligibility based on these criteria for its student population and for those students who apply for the Regents' Service Program, this ratio may be relaxed. Remaining funds from the 80percent category may be applied to "access-oriented" student financial assistance.
g. For the remaining access-oriented programs (no more than 20 percent), students must demonstrate an ability and willingness to work in a service program approved by the institution.
h. Each institution must establish a minimum grade point average (GPA) or good standing requirement to be applied to all students participating in the program. This requirement cannot be less stringent than current practice for other student employment programs, although it may be more restrictive if the institution deems it appropriate.

3. <u>Program Development</u>

Each institution must develop a plan for use of the positions.

a. At least one individual must have oversight over the program.
b. Summer programs are allowed in which students may work as much as full-time without being enrolled; however, this is limited to continuing students who were enrolled at the institution in six credits either the prior spring or are enrolled in six credits the following fall.
c. Positions must:
    i. Be consistent with the student's career objective, service objective, or academic area of interest.
    ii. Make a contribution to the state of Nevada, the community, and/or the institution.
    iii. Be designated as on- or off-campus. Off-campus employers must sign a participation agreement or contract, as determined by the institution.
    iv. Reflect a high level of skill or knowledge needed for service programs. Examples include: tutor, mentor, literacy programs assistant, public policy research assistant, graduate intern, peer advisor.

4. Payment

Institutions are appropriated Regents' Service Program funds as a line item in the state budget.

a. 100 percent of the funding for each position will be from state funds including benefits (workers' compensation, alternative retirement, etc).
b. At no time may the institution require an employer match, even for off-campus positions.
c. These positions should not supplant work-study funds that do require a match.
d. Fringe benefits for student employment positions in literacy programs may be paid from these funds.
e. Work schedules and rate of pay will be determined by the nature of the service required, and may be established as a separate category in the institution's student employment wage classification document.
f. Funds may be used for tuition assistance.
g. The institution may choose to pay resident fees for assistantships from these funds if it is deemed appropriate.

5. Administrative Costs

Each institution may allocate a portion of the funds from the Regents' Service Program to fund personnel, associated fringe, travel, and operating expenses incurred in the administration of the program.

a. Institutions may allocate up to 9percent of the total budgeted funds for administrative costs.
b. The administrative cost allowance must be used to administer the Regents' Service Program and may not be allocated elsewhere in the institution.

6. Reporting

A report will be submitted no less than annually by each institution to the NSHE System Administration Office. Reports will be collected as part of the annual financial aid report, as well as an individual Regents' Service Program report.

On an annual basis, the Board of Regents' Academic and Student Affairs Committee (ASA) will review these reports and may provide recommendations if deemed appropriate.

(Added 11/06; A. 10/09, 9/10)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 12

# MILLENNIUM SCHOLARSHIP
# GOVERNOR GUINN MILLENNIUM SCHOLARSHIP


Section 1. Eligible Institutions ..... 2
Section 2. Eligibility Requirements ..... 2
Section 3. Certification of Eligibility by High Schools ..... 3
Section 4. Enrollment Requirements for Receipt of a Scholarship ..... 5
Section 5. Lifetime Limits ..... 6
Section 6. Students with Disabilities ..... 6
Section 7. Summer School ..... 7
Section 8. Enrollment at Multiple Institutions ..... 8
Section 9. Amount of the Scholarship ..... 9
Section 10. Cost of Attendance ..... 12
Section 11. Appeals of Initial Eligibility ..... 12
Section 12. Maintaining Scholarship Eligibility ..... 14
Section 13. Core Curriculum ..... 15
Section 14. Regaining Scholarship Eligibility ..... 15
Section 15. Transferring within Eligible Institutions ..... 16
Section 16. Refunds ..... 16
Section 17. Office of the State Treasurer ..... 19
Section 18. Institutional Certification of Enrollment ..... 23
Section 19. Limitations ..... 23
Section 20. APPENDIX A, Calendars ..... 24

**CHAPTER 12**

**MILLENNIUM SCHOLARSHIP**
**GOVERNOR GUINN MILLENNIUM SCHOLARSHIP**

## Section 1. Eligible Institutions

Eligible institutions include:

- College of Southern Nevada
- Great Basin College
- Nevada State College
- Sierra Nevada College
- Truckee Meadows Community College
- University of Nevada, Las Vegas
- University of Nevada, Reno
- Roseman University of Health Sciences
- Western Nevada College

(Added 2/07; A. 10/09, 9/11)

## Section 2. Eligibility Requirements

Eligibility requirements correspond with the year the student graduated from high school.

The GPA required is the cumulative GPA and includes all high school courses and semesters. The GPA is not rounded. If a student graduates from a Nevada high school with a standard diploma the GPA is final and cannot be modified by coursework taken subsequent to high school graduation. Only coursework calculated in the grade point average on the high school transcript is considered for initial eligibility.

College coursework attempted by students prior to initializing the Millennium Scholarship will not be counted towards the student's initial eligibility. However, grades from college coursework completed during high school will be included in the cumulative college GPA.

A dependent student can be a "resident" for scholarship purposes if the student's parent or legal guardian has been a resident of Nevada for the required two-year period. Documentation verifying the parent or guardian residency must be submitted to the State Treasurer's Office.

High schools have established a grace period at the beginning of each semester during which a student may enroll and receive credit for that semester (usually 18 school days). For purposes of establishing eligibility for Millennium Scholarship, the same grace period will apply to the residency of the parent/guardian.

If a military or diplomatic service parent's official state of residency is not Nevada, and the student meets all other eligibility requirements, they are exempt from the two-year residency requirement.

Students who are in the United States on a nonpermanent immigrant visa may not establish eligibility for the Millennium Scholarship because they would not qualify as residents per Title 4, Chapter 15 "Regulations for Determining Residency and Tuition Charges." If a student who is not a US citizen (for example, a permanent resident) attends a Nevada high school for at least two years, the student is eligible if all other Millennium Scholarship requirements are met. An exception to this policy allows E-2 visa holders to demonstrate residency, as required by federal law or court decisions. L1A visa holders may not establish eligibility for the Millennium Scholarship.

Students who graduate with a diploma from a program for adult learners are eligible for the Millennium Scholarship if they 1) were enrolled in a private or public high school in Nevada with a class regularly scheduled to graduate after May 1, 2000, and 2) received their high school diploma within four years of the regularly scheduled graduation date of their class and 3) meet all other eligibility requirements. All lifetime limits apply effective following the regularly scheduled graduation date.

For appeals of initial eligibility, see section 11.
(Added 2/07; A. 4/09)

## Section 3. Certification of Eligibility by High Schools

The following procedures have been established in order to clarify the process for identifying new Millennium Scholars each academic year. The Key Date Calendar (Appendix A) identifies student eligibility, funds disbursement, and data reporting guidelines.

1. Nevada school districts, and private high schools send lists of students who meet eligibility criteria to the State Treasurer's Millennium Scholarship Office.

2. Non-high school graduates or otherwise qualified students who graduate from high schools out of state apply directly to the Millennium Scholarship Office on forms supplied by the Millennium Scholarship Office by mail or on the Internet. Students who graduate early are eligible for the Millennium Scholarship upon graduation and confirmation of eligibility.

3. The Millennium Scholarship Office places the students identified in (1) and (2) above who have met all eligibility criteria on a list of eligible students, stored by MSID (Millennium Student ID) # in a data system monitored by the State Treasurer's Office.

4. The Millennium Scholarship Office sends follow-up letters to all students identified in (1) or (2) above with unverified residency or questionable eligibility and requests further information. Based on the additional information provided, a decision will be made by the Millennium Scholarship Office on whether to add the student to the list of eligible students. Students will be notified if they are ineligible.

5. The Millennium Scholarship Office notifies all eligible students by sending them an "Award Packet" and requests signed acknowledgment forms, which outline the eligibility requirements and give the opportunity to grant permission for the Millennium Scholarship Office to publicize their names. The Millennium Scholarship Office also notifies students who were reviewed under (1) or (2), if they are ineligible.

6. The Millennium Scholarship Office sends electronic lists of eligible students to NSHE Administration for certification by the Board of Regents or its designee.

7. NSHE Administration shares the eligibility lists with campuses through the Student Information System, by populating the MSID screen. MSID is updated nightly via a file provided by the State Treasurer's Office.

PROCEDURES FOR NAMES SUBMITTED IN ERROR

The general policy is that the award is to be rescinded. When student names are submitted in error the following steps are taken by the Director of the Millennium Scholarship Program.

1. The superintendent of the appropriate school district is contacted. School district personnel will notify the student of the error in writing.

2. A model letter and supporting Board of Regents policy and procedures language is provided to the school district personnel.

3. Assistance is offered to the school district personnel in the preparation of the letter to the student.

4. After receiving a copy of the district's letter the Millennium Scholarship Program sends a certified letter to the student as follow-up.

5. The student is noted as ineligible in INSTEP.

6. If funds have been expended:

    a. Confirm that the student signed or submitted online the Acknowledgment of Award form (Forms Appendix). (Establishes that the student was aware of the following: "I understand and have met all eligibility requirements. I understand that if I have not met all requirements and funds have been disbursed, I may be responsible for repayment of these funds to the State Treasurer's Office.")
    b. Prepare a certified letter requesting repayment of funds.

7. A "memo of record" is prepared for the State Treasurer's office files containing the following information:
    a. Name of district/superintendent.
    b. Name of high school.
    c. Student's name/address.
    d. Dates/log of contact with district personnel.
    e. Copies of district/Millennium Scholarship Program letters.

(Added 2/07)

## Section 4. Enrollment Requirements for Receipt of a Scholarship

Colleges should ensure that Millennium scholars declare an eligible program of study, leading to a certificate, associate or bachelor's degree, upon admission to the institution. Millennium scholar recipients must be enrolled in a degree-seeking program. FOCUS report MILLMAJR should be run weekly to catch any Millennium recipients who are not enrolled in an eligible program of study. If a student fails to enroll in an eligible program of study by the end of the term for which they are seeking funding, they may not receive funding for that term. In the case of a student who is co-enrolled, the student must be enrolled in a degree-seeking program at the home institution. A co-enrolled student is not required to be enrolled in a degree-seeking program at the host institution.

Students may continue to utilize their Millennium Scholarship after graduation with a certificate, associate's or bachelor's degree, provided they re-enroll in a new eligible program of study as a degree-seeking student and have not exceeded their scholarship balance or years of eligibility. The Millennium Scholarship may not be awarded to students enrolled in graduate degree programs (see below for definition regarding graduate credits, not to be confused with graduate programs).

Eligible programs of study include all those leading towards a recognized bachelor's or associate's degree, or a certificate program.

Credit hours associated with remedial/developmental courses can be applied toward semester credit hour eligibility requirements (i.e. six credits at the community colleges and 12 credits at universities or state college).

Repeat/retake courses are eligible for Millennium Scholarship funds and will be included in the institutions' enrollment reports. All campuses will ensure that repeat/retake courses are included in the end-of-term credit reporting.

National Student Exchange and Studies Abroad participants may receive Millennium Scholarship funds if their credits are registered at an eligible institution as defined in Section 1. The students must register for credits, pay and be counted as an FTE at the institution.

Correspondence courses, Credit-by-Exam and audited courses are excluded from Millennium Scholarship payment.

Undergraduate students enrolled in graduate level courses are approved for payment only if the course is required for the student's program of study as published in the institution's catalog (in other words, not as approved by an advisor for course substitution). Institutions must maintain documentation (it is suggested to use the NOTE screen) of payment for graduate credits.

<u>Non-term Academic Calendars</u>
In some instances, institutions use non-term academic calendars to accommodate specialized training programs, such as police academies and accelerated vocational training.

The Federal Student Aid Handbook identifies non-term program as:

- programs that measure progress in clock hours;
- courses that do not begin and end within a set period of time;
- courses that overlap terms;
- self-paced and independent study courses that overlap terms; or
- sequential courses that do not begin and end within a term.

For the purposes of funding millennium scholars enrolled in non-term programs it is acceptable to fund students in multiple payment periods as long as federal financial aid guidelines are followed with respect to meeting the definition of a non-term program and assessing successful completion (see 3-10 FSA Handbook Vol. 3 – Calculating Awards and Packaging, 2005-06). (Added 2/07; A. 4/09, 10/09)

## Section 5. Lifetime Limits

The maximum total Millennium Scholarship award is $10,000. The remaining balance is updated on the MSID screen in SIS, at the end of fall and spring. Summer disbursements are recorded on MSID from October through December.

Students may receive the Millennium during the eight or six (defined by their graduation year) academic years following their high school graduation date. If a student does not use his/her Millennium Scholarship immediately after high school, he/she will remain eligible as long as he/she meets continuation requirements and activates his/her scholarship during the eight or six year limit. The expiration date occurs immediately after the Spring term in the eighth or sixth year, with the exception of the class of 2000.

An exception to the limitations of section 5 is made for time served on active duty as a member of the United States Armed Forces, or for participation in a charitable, religious or public service assignment or mission. Eligible students must complete the Application for Extension (Forms Appendix) and return it to the NSHE Administration Northern Office – Academic and Student Affairs. Extensions not to exceed six years will extend to May 31 of the extension year. (Added 2/07; A. 4/09, 10/09, 9/13)

## Section 6. Students with Disabilities

Students who have a documented temporary or permanent physical or mental disability or who were previously subject to an individualized education program under the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 et seq., or a plan under Title V of the Rehabilitation Act of 1973, 29 U.S.C. §§ 791 et seq. are to be determined by the institution to be exempt from the following Millennium Scholarship eligibility criteria:

a) Six year application limitation following high school graduation set forth in Section 5;

b) Minimum semester credit hour enrollment levels set forth in Sections 4 and 12; and

c) Time limits for expending funds set forth in Section 5.

To receive funding under a reduced credit load, students must submit to the institution's disability services office the Millennium Students with Documented Disabilities form (Forms Appendix) by the end of the term for which they are seeking funding. The completed form will be faxed by the Financial Aid Office to the Treasurer's Office.

Students may regain eligibility under a reduced credit load, noted on the Millennium Students with Documented Disabilities form each semester (Forms Appendix), to be faxed to the Treasurer's Office. The completed form may be submitted anytime before the end of the semester for which funding is requested. Should the student begin the term under regular funding criteria and then submit the form after receiving a Millennium Scholarship, funding may be reduced and the student's full refund (if approved by the institution) will be returned to the Treasurer's Office. If it is determined that circumstances leading to changes in a student's documented disability require that they reduce their credit load after the Documented Disabilities form is submitted for the current term, the student may request a revision to be done on a case-by-case basis.
(Added 2/07; A. 3/07, 8/07, 4/09)

## Section 7. Summer School

Millennium Scholarship recipients may enroll in and receive the scholarship for summer term as long as they meet all continuation requirements.

To receive funding for summer, students must have either received the Millennium Scholarship at an eligible institution the spring prior, or are already enrolled in the minimum number of credits required for the institution for the following fall term. Students may be funded from .5-12 credits (this exception to the minimum number of credits applies to summer enrollment only).

Students must pre-pay for summer courses and then are reimbursed the same per credit amount as for fall and spring terms (up to 12 credits systemwide), for courses passed with a grade of "D minus" or better, regardless of term or overall GPA. There are no minimum enrollment requirements for Summer funding. Further, students cannot lose eligibility based upon summer term work. Students are reimbursed beginning August 1 but no later than October 1.

Institutions must use MSDS to determine whether the student has already received a Millennium Scholarship disbursement for the current term at another institution.

The summer funding request occurs at the same time as the fall request, and summer student information is sent to the Millennium Scholarship Office from October 1 through December 31.

For summer reimbursements institutions need to request the exact number of credits enrolled by students and amount of funding, and should not request any amount other than that identified by FOCUS Report MILLFUND. This is the report that should be used to identify and package (manually) summer Millennium Scholars.
(Added 2/07; A. 4/09)

## Section 8. Enrollment at Multiple Institutions

Millennium Scholars may be funded to a maximum of 12 credits per semester across all eligible institutions. Millennium students must enroll in and complete at least six credits at a community college or 12 credits at a university, state college, Sierra Nevada College, or the Roseman University of Health Sciences to maintain scholarship eligibility, in addition to applicable GPA requirements.

Millennium recipients who co-enroll between two institutions must enroll in 12 credits per semester. Co-enrollment may take place between only two eligible institutions. Credits taken at another eligible institution must meet degree requirements at the student's home institution. This does not preclude a Millennium Scholar from enrollment in more than 12 credits, however only 12 credits are considered for eligibility purposes and funding.

"Home institution" means the institution at which the student is enrolled in a program of study leading to a recognized degree or certificate.

An exception to the procedure above may occur when Millennium recipients are co-enrolled between two community colleges and they meet the minimum six credit minimum requirement at each institution. In this case, a student may be funded for six credits at each institution, up to a maximum of 12 credits per term.

Institutions will receive report ASISMLL2P (Mill Students Co-Enrolled in Spring 2006 or Later With > 12 Credits) in their print queue daily, to identify students who are co-enrolled at NSHE institutions, and also those who were funded for 12 or more credits. These reports should be processed immediately to reconcile students who are attending more than one institution. Institutions may also wish to develop FOCUS reports based on the Millennium Disbursement (MSDS) screen in SIS.

If the student who is not previously approved for co-enrollment is enrolled in 12 credits at a state college or university and also at a community college, the community college must retract the student's Millennium Scholarship. If the student is enrolled at two community colleges, the colleges must work together to cooperatively fund the student, for 6 credits per institution. The student may not be funded more than six, or less than six credits per institution.

The student must enroll at a host institution for the coursework specified by the student's co-enrollment form and transfer the credits back to the home institution.

Remedial coursework that is part of the aforementioned regular course of study may also constitute a co-enrollment situation for the purpose of determining eligibility by considering the total enrollment of the student at the two schools with the approval of the home institution. However, Millennium Scholarship funds may not be used for payment of remedial courses. Regular coursework only may be considered for payment of the scholarship.

Like the financial aid consortium agreement, the student must be in good standing and maintain satisfactory academic progress at the home institution while enrolled for coursework at the host institution.

Unlike the financial aid consortium agreement, co-enrollment is an agreement for an individual student. There is no blanket agreement between schools. The centralized database of the Millennium Scholarship Program monitors payments by individual students. Each student who meets the co-enrollment criteria submits the required form to the home institution by the end of the term for which the student is requesting funding. That institution verifies the student's enrollment at its school and also enrollment at the host institution. If the student meets the requirements, the home institution pays only for the credits in which the student is enrolled for at its campus. Millennium students must be enrolled in a degree-seeking program at the home institution, however they do not need to be enrolled in a degree-seeking program at the host institution. The form is faxed to the host institution for payment for the credits the student is enrolled at that campus. Both approvals are sent to the Millennium Scholarship Office to monitor the total enrollment and completion of credits and GPA earned by the student at the two schools. It is a completely manual process that falls outside the automated procedure for Millennium Scholarship eligibility, disbursement, and reconciliation.

The co-enrollment agreement may not be used to allow students to regain eligibility, only for funding.
(Added 2/07; A. 12/07, 4/09, 10/09, 9/11)

## Section 9. Amount of the Scholarship

Total semester disbursements may not exceed the cost of 12 credits per semester across the NSHE and other eligible institutions, based on dollar-per-credit rates set by the State of Nevada for the Millennium Scholarship.

Effective Fall 2005, Millennium funds cannot be used to pay for remedial/developmental courses defined as any course with a course number less than 100. However, remedial course enrollment may be used towards the six or twelve credit enrollment requirements. Millennium-eligible units are displayed on the SENR screen in SIS. A field on CLFG identifies a course as remedial. Institutions should not assign a course number less than 100 for a non-remedial course.

Students are required to pay for any costs above the amount of the scholarship received. It is the responsibility of the student to notify the institution if the student chooses not to use the Millennium Scholarship for a given term. This must be done each term, and prior to the end of the 100percent refund period. Students may not "refuse" their Millennium Scholarship after the end of the 100percent refund period. Institutions must document that the student has refused their Millennium Scholarship (it is suggested to use the NOTE screen).

<u>NSHE/SIS Packaging</u>

Initial Packaging: Approximately June 15, after the Treasurer's Office has confirmed eligibility data for continuing students, institutions may begin packaging for the next award year.

Initial funding will be paid to the student each Fall and Spring semester before the start of the semester. All institutions may pay students for credits in which they are enrolled and are eligible for funding, before the start of the semester, up to 12 credits per term, across all eligible institutions. As needed, additional funding will be paid to the student based upon SIS FOCUS data reported the day after the last day of the add/drop period, up to 12 credits per term, across all eligible institutions.

Institutions must use MSDS to determine whether the student has already received a Millennium Scholarship disbursement for the current term at another institution.

A student is eligible for Millennium during the 50percent, 75percent or 90percent refund period, with the award being reduced according to the refund percentage.

The packaging process is as follows:

1. Package students who do not have FAAP screens. Change parms in Job Submittal (J*FE) for UCMMILLR (report mode) and UCMMILLB (update mode). Run UCMMILLR first, to analyze results and adjust parms accordingly. Run UCMMILLB, which will create initial awards for students. This batch job should be run at least weekly. Process error reports that are generated immediately.
2. Package students who DO have FAAP screens. Change parms in Job Submittal for UCMMIL2R (report mode) and UCMMIL2B (update mode). Change the same parms as in step 1, but also add your institutions DCMT code for a received FAFSA. Again, run report batch job first, analyze, and run update job. Run at least weekly and process error reports immediately.
3. Run FOCUS report MILLFAAP to pick up any students who did not package in steps 1 or 2. Run at least weekly. Manually package these students.
4. Run FOCUS report MILLFAAP, but change the eligibility flag to “N”, to check for students who are packaged but are not eligible.

There are students for whom their MSID data (DOB and SSN) do not agree with SIS data, or match another student’s information. These students’ SSN is changed to zeros on MSID. Institutions must run the FOCUS report MILZSSN (for SSN issues) and MILDOB (for date of birth issues) at least once per month, to clean up data. (See also instructions for ASISMILLP below).

UCMMSDNX is a report that is usually run nightly and may be delivered to either Admissions and Records or the Financial Aid Office. This report indicates students who have conflicting information (date of birth and/or social security number do not match between MSID and NAME). It should be worked on a daily basis. This report is also stored in XNET for two years. In cases where a discrepancy exists between the date of birth on MSID and SIS, the student’s application for admission shall be the official record.

<u>NSHE/SIS Disbursements</u>

Institutions may choose to disburse Millennium funds to student accounts earlier than Title IV funds, if the institution is willing to “float” the disbursements. Residual checks to students should not be sent out, however, until other financial aid funds have been applied to students’ accounts.

1. If you elect to disburse early, create a Millennium disbursement job in Job Submittal for batch job SFADISBB. Run at least weekly. The error report prints to XNET. Institutions should analyze the report to determine why students did not disburse and resolve errors immediately.
2. If you elect to disburse with other financial aid, add your Millennium fund code to batch job SFADISBB in Job Submittal.
3. Run FOCUS report DISBMILL to pick up any students that did not disburse automatically in steps 1 or 2. Manually disburse these students. Do NOT use DSBO to disburse, as it is based on actual units and not Mill units. Use AJST to disburse Millennium funds, taking care to notice the Mill units on the FOCUS report. Make sure that staff have adequate training on AJST to ensure that SIS "leafing" problem (student is not always carried over to AJST) is noted. To disburse using AJST:
    a. Check SENR Mill units.
    b. Check SDSB to ensure student has not been disbursed.
    c. Check SASH for correct amount to disburse.
    d. Go to AJST. Ensure that the student you are working on appears on the screen. Sometimes, if another staff member is also disbursing funds, your student will not appear on AJST. If this happens, go back to SASH, pull up your student, and then go back to AJST.
    e. Disburse funds on AJST as usual.

Note: Institutions are not required to disburse funds to students if they have not yet received their Millennium, and they would be ineligible at time of payment (i.e. originally in the correct enrollment and dropped classes below that level).

Institutions will receive the ASISMILLP report in their print queue weekly, on Friday morning. This consists of two reports: 1) Mill Amounts With Total on SDSB For All Terms or Total Bal > 10000 and 2) SDSB Records for (institution name) Without Matching SSN on MSID. These reports are used, to identify students who have been disbursed Millennium funds without a corresponding MSID, and Millennium scholars who have received disbursements in excess of $10,000. Process reports no later than the following Thursday. To process:

1. No MSID – look for the student by last name (MSLX) and/or SSN (MSIX). If you find a match, work with the Admissions and Records staff to add the person ID to MSID. (Institutions may establish their own policy as to verification of SSN/DOB.) This person should drop off the report the following week. If you do not find a match, you have disbursed Millennium in error and should withdraw the funds.
2. Payments in excess of $10,000 – check SDSB to see if you have an irregular disbursement (disbursement type of "s", etc.). Correct if necessary. If disbursements appear accurate, contact the Treasurer's Office to research disbursements. If you have over-disbursed the student past the student's eligibility, withdraw the funds. If you believe that the student has been disbursed at multiple institutions, work with the other institution to resolve. The MSDS screen can be used to assist in resolving these issues.

Disbursements should not be made on weekends. The batch job runs Monday through Friday only, therefore disbursements that are made on Saturday, Sunday or holidays will not be selected for transmission to the Treasurer's Office. If institutions choose to disburse on a weekend or holiday, adjustments to the parms for UCMMSDNX must be made. Change the "from" date (LMOD FROM DATE TO SELECT) for UCMMSNX to include the weekend/holiday date, then change back to $CYMD the next day.
(Added 2/07; A. 8/08, 10/09)

## Section 10. Cost of Attendance

Students receive a predetermined amount of money per credit per semester based on the type of eligible institution they attend. Funds that exceed the cost of fees may be used for registration fees, class fees, laboratory fees and expenses; required textbooks and course materials; and other costs related to attendance. Costs of attendance shall be defined by the institution and shall include, but not be limited to all costs defined under federal financial aid guidelines.

In no case may the total of all financial aid and scholarships exceed the cost of attendance at the eligible institution the student attends.

The scholarship is first applied to the student's account at the attending institution. Any amount left after fees have been paid can be used for other costs related to the student's attendance, such as books, room and board, etc. in accordance with NRS 396.934 (6).

At the time of filing income tax forms, students are encouraged to consult with a qualified tax advisor.
(Added 2/07)

## Section 11. Appeals of Initial Eligibility

See section 2 for eligibility requirements.

<u>Appeal Procedures</u>
If a student is not on the eligibility list provided by the Millennium Scholarship Office to NSHE and wants to appeal the decision that the student is ineligible, the student shall complete an Initial Eligibility Appeal Form (Forms Appendix) and return it to the NSHE Administration Northern Office – Academic and Student Affairs. The NSHE Administration staff will track and review appeals.

- For problems related to GPA, Proficiency Examination Scores, or ACT/SAT scores, documentation must be submitted to the NSHE Administration – Academic and Student Affairs by the official agency providing the scores.
    - GPA - high school/school district
    - Proficiency Examination Scores - high school or State Department of Education, as appropriate

- ACT/SAT (for non-high school graduates) - the testing agency

- For problems concerning residency or other criteria resulting in ineligibility, the student and parents/guardians provide evidence of eligibility.

- If a determination can be made for eligibility based on clear and convincing facts, NSHE Administration notifies the student and the Millennium Scholarship Office that he/she will be recommended for approval to the Board of Regents or its designee.

- If a positive determination cannot be made based on the facts of the case, NSHE Administration forwards the appeal packet to the Appeals Committee for review and decision (see next page, Appeals Committee Hearing Procedures) and notifies the student of the date and time of the appeal hearing.

- NSHE Administration notifies the student and the Millennium Scholarship Office of the Appeals Committee decision.

- If the student becomes eligible, the Millennium Scholarship Office adds the student to the list of Millennium Scholarship recipients.

Hearing Procedures

1. Notice of Appeal. The student, parent or legal guardian must submit the Initial Eligibility Appeal Form (Forms Appendix) to the Nevada System of Higher Education (NSHE). The NSHE will review the appeal and place the student on the list of eligible students if, based upon all the information provided, the student meets all eligibility criteria. If the student does not meet all eligibility criteria, the NSHE shall give notice of the appeal hearing as provided in paragraphs 2 and 3 below.

2. Time of Hearing. The appeal shall be placed on the meeting agenda of the Millennium Scholarship Appeals Committee, as soon as legally possible, in accordance with the requirements of the Nevada Open Meeting Law, after receipt of the appeal. In accordance with the Nevada Open Meeting Law, NRS 241.033, the student must receive notice of the hearing by certified mail 21 working days before the meeting or by personal delivery five working days before the meeting. In order to expedite the hearing process, the student and parent or legal guardian shall be requested to sign and return a waiver of the 21 working day notice requirement. The waiver will be included on the Appeal Form for Initial Eligibility. If the waiver is not signed and returned, the hearing must not take place until 21 working days after the student has been sent notice of the hearing by certified mail.

3. Notice of Hearing. The student and parent or legal guardian shall be notified by certified mail of the following:

   a. The date, time and place of the hearing, if the waiver is signed. If the waiver is not signed, the subsequent date, time and place of the hearing.

   b. The appearance of the student, parent or legal guardian at the hearing is not compulsory and a nonappearance will not prejudice the appeal.

c. If the student, parent or legal guardian appears at the hearing, any presentation before the Committee is limited to the factual claim of error listed on the Initial Eligibility Appeal Form. The hearing is informal and shall be limited to the time allowed on the Committee's agenda.

d. Documentary evidence in support of the appeal may be submitted at the hearing, or if submitted by mail, must be received before the date set for the hearing.

e. In accordance with the Nevada Open Meeting Law, NRS 241.030 and 241.033, the appeal will be heard by the Committee in closed session. The appeal is heard in closed session in order to protect the privacy of the student.

4. Decision is Final. The decision of the Millennium Scholarship Appeals Committee is final, and is not subject to appeal.

(Added 2/07)

## Section 12. Maintaining Scholarship Eligibility

Students must maintain minimum eligibility and continuation requirements, based upon their high school graduation year. See Section 14 for regaining eligibility.

Students enrolling in a mixture of remedial and non-remedial courses must satisfactorily complete credit hour and GPA requirements on all of their semester enrollments (including remedial credit hours).

Beginning January 1, 2006, all students with initial Millennium Scholarship eligibility occurring after May 1, 2003 must maintain a 2.60 semester grade point average for each semester during their first year of enrollment (first year is defined as less than 30 credit hours earned, counting coursework at all eligible institutions); and maintain a 2.75 semester grade point average for each semester thereafter.

GPA eligibility criteria for students with initial Millennium Scholarship eligibility occurring before May 1, 2003 have not changed. These students are still required to maintain a cumulative 2.00 GPA.

Approximately two to three weeks after the end of each term, the batch job UCMMSDNX is updated by each institution to begin sending data for that term. The job continues to run each night, Monday through Friday (excluding holidays), and picks up any data that has been changed for a student. After the new term has been updated, if institutions make any disbursements on the previous term, they must also complete an Authorization to Correct Student Record (Forms Appendix) and fax it to the Treasurer’s Office. The Treasurer’s Office staff will send an e-mail to the institution confirming the correction.

Institutions may continue to make adjustments via this form until the end of the annual reconciliation for that term, after which no further adjustments may be made until such a time as a “one-time” clean up is approved by the State Treasurer and the NSHE Chancellor or their designees.

(Added 2/07)

## Section 13. Core Curriculum

The Board recognizes the importance of a rigorous high school curriculum in adequately preparing students to succeed in college-level courses. Therefore, a student who graduates from a Nevada high school in Spring 2009 and thereafter must successfully complete the following curriculum in high school to be eligible for the Millennium Scholarship:

| **High School Course** | **Units** |
|---|---|
| English | 4 |
| Math (including Algebra II*) | 4 |
| Natural Science | 3 |
| Social Science and History | 3 |
| **TOTAL** | **14** |

*Algebra II completed in middle or junior high school fulfills this requirement, but 4 units of math must be denoted on the high school transcript to meet the 4 unit requirement.
(Added 2/07; A. 9/12, 3/13)

## Section 14. Regaining Scholarship Eligibility

If a Millennium Scholarship recipient fails to maintain the conditions of continuing eligibility as required in Section 12 eligibility may be regained under the following conditions:

Eligibility will be reinstated if the student subsequently enrolls without Millennium Scholarship support at an eligible institution for the credit hours and grade point average required in Section 12 for the semester enrolled. The student must thereafter maintain the grade point average required in Section 12.

Beginning in Fall 2005, all entering and continuing students who lose eligibility more than once (from Fall 2005 forward) will no longer be eligible for a Millennium Scholarship.

Effective Fall 2006, if a student (1) informs either the institution or the Treasurer's Office that the student is enrolled in pass/no-pass course(s); and 2) has subsequently become ineligible due to GPA and 3) the coursework completed by the student for a semester in which the student has received funding included pass/no-pass courses, then the letter grade the student would have received for the pass/no-pass course(s) may be considered for GPA calculations in order to reinstate or maintain eligibility. Institutions will be asked to contact the student's instructor(s) to obtain the student's letter grade for each completed course(s). The grade(s) will be averaged with the student's regular coursework. If the average is equivalent to the appropriate required GPA, the student will be considered eligible, assuming all other criteria are satisfied. The financial aid director must submit this information in writing via the Authorization to Correct Student Records form to the Treasurer's Office, and data will be manually entered into MiSL. Documentation will be included under "Notes" in the MiSL system.

The co-enrollment agreement may not be used to allow students to regain eligibility with the following exception:

Effective Spring 2007, if a student (1) informs either the institution or the Treasurer's Office that s/he is enrolled under a co-enrollment agreement; and 2) has subsequently become ineligible due to GPA at either the home or the host institution, the semester GPA may be re-calculated to include coursework from both institutions in order to reinstate eligibility. Institutions will be asked to calculate the combined semester GPA. If the result is equivalent to the appropriate required GPA, the student will be considered eligible, assuming all other criteria are satisfied. The financial aid director at the home institution must submit this information in writing via the Authorization to Correct Student Record form to the Treasurer's Office, and data will be manually entered into MiSL. Documentation will be included under "Notes" in the MiSL system.

In the case of irregular terms, credits for the irregular term are reported with the next sending term, as follows:

| Class Ends | Reporting Term |
|---|---|
| Prior to end of fall | fall |
| Between end of fall and end of spring | spring |
| Prior to end of summer | summer |
| Between end of summer and end of fall | fall |

(Added 2/07; A. 3/07, 12/07, 10/09)

## Section 15. Transferring within Eligible Institutions

A student receiving a Millennium Scholarship who transfers to another eligible institution shall continue the Millennium Scholarship provided that the student has maintained eligibility as defined in Section 12. After transferring, a student must meet all the conditions of Section 12 at the new institution in order to remain eligible for the Millennium Scholarship.

Students transferring from non-eligible institutions to an eligible institution will receive the Millennium Scholarship if they are eligible under Section 2. After transferring and activating the scholarship, students must meet all conditions of Section 12 at the eligible institution in order to remain eligible.
(Added 2/07)

## Section 16. Refunds

Any refund that would normally be given to a student who has withdrawn from courses for which Millennium Scholarship support has been given, shall be transferred to the Millennium Scholarship Trust Fund, administered by the State Treasurer.

If the student has not paid the student's portion of the fees and has been assessed late fees, the late fees must be removed from the student's refund calculation. In other words, the Millennium Scholarship may not be used to "pay" late fees during the refund procedure.

A student is eligible for the Millennium Scholarship during the 50 percent, 75 percent or 90 percent refund period, with the award being reduced according to the refund percentage.

Refund Procedures

1. Initial funding will be paid to the student each Fall and Spring semester before the start of the semester. All institutions may pay students for credits in which they are enrolled and are eligible for funding, before the start of the semester, up to 12 credits per term, across all eligible institutions. As needed, additional funding will be paid to the student based upon SIS FOCUS data:
    a. Reported for the refund period, with the award reduced according to the refund period, up to 12 credits per term, across eligible institutions. For example, during the 50percent refund period at a community college, students would be funded at $20 per credit.
    b. Reported the day after the last day of the add/drop period, up to 12 credits per term, across all eligible institutions.

2. If the only funding sources are the student's actual contribution and the Millennium Scholarship contribution and the student receives a refund due to dropping classes, the total amount of the resulting refund is transferred to the Millennium Scholarship trust, administered by the State Treasurer, up to the amount of the actual disbursement/contribution. A payment made by any outside source, including the student's prepaid tuition plan, dependent grant-in-aid or a sponsored-payment is treated as a regular payment by the student toward their contribution. Examples:

    a. Student enrolls in 13 credits at a community college, and drops three credits during the 50percent refund period. If the institution chose to fund the student initially at the six credit level, the student would receive an initial disbursement of $240 prior to the start of the term. The student would then receive the additional disbursement of $160 (to fund them for 10 credits for the term) as well as 50percent of two of the credits ($40) for a total term disbursement of $440. The student does not receive 50percent of the 13$^{th}$ credit, due to the 12 credit funding limitation. In this case there is no refund to send to the State Treasurer.
    b. Student enrolls in six credits at a community college, and drops all classes during the 100percent refund period. If the refund is $400 (as an example), the $240 Millennium disbursement is pulled back and returned to the Treasurer.
    c. Student enrolls in six credits at a community college and drops all classes during the 50percent refund period. If the refund is $150 (as an example), the entire refund is pulled back and $150 is returned to the Treasurer.
    d. Student receives a waiver of tuition and/or fees as well as the Millennium Scholarship, and drops all courses during the 100percent refund period. The refund on the student's account will not include the waived amount. The refund is retracted, up to the amount disbursed and returned to the Treasurer.

3. In the case of a student who has received a 100 percent refund after the "Annual Reconciliation" deadline, documentation is submitted to the State Treasurer's Office to restore eligibility for the student. The institution will retain the Millennium portion of the student's refund and the student will receive only the non-Millennium portion of the refund. The Millennium portion of the refund is transferred to the institution's fee distribution account. In such cases, the student's MiSL account would continue to show funds expended for the term and therefore, in keeping with the intent of the campus appeal committee, the student's account would be manually adjusted to indicate that the student is currently eligible.

4. An exception to the refund procedures above occurs when the funding sources are Pell Grant or other Title IV aid and the Millennium Scholarship contribution, and the student receives a refund due to dropping classes. As a Pell Grant recipient for the same semester, all financial aid funds are reverted to the federal government, per federal guidelines, in lieu of providing the refund to the Millennium Scholarship Trust Fund. In such cases, the student's MiSL account would continue to show the Millennium payment for that term, the student would be classified ineligible for the Millennium Scholarship, and a strike would be applied. If the federal Return to Title IV Funds calculation results in a refund to the student, the total amount of the resulting refund is transferred to the Millennium Scholarship Trust Fund, administered by the State Treasurer, up to the amount of the actual disbursement/contribution. In this case, the student's MiSL account would show the Millennium payment for that term, minus the refund, the student would be classified ineligible for the Millennium Scholarship, and a strike would be applied.

5. Further, an additional exception to the refund procedures noted above may occur in the case of a student who is also receiving a Pell Grant or other Title IV aid, and has been granted campus committee approval for an exception to the 100percentrefund deadline. As a Pell Grant recipient for the same semester, all financial aid funds are reverted to the federal government, per federal guidelines, in lieu of providing the refund to the Millennium Scholarship Trust Fund. In such cases, the student's MiSL account would continue to show funds expended for the term and therefore, in keeping with the intent of the campus appeal committee, the student's account would be manually adjusted to indicate that the student is currently eligible. Institutions complete the 100percent Refund and Incomplete Grades form (Forms Appendix) and fax to the State Treasurer's Office. State Treasurer's staff must enter a reference in "NOTES".

6. Another exception to the refund procedures noted above may occur in the case of a student for whom a residual check was mailed and returned by the Post Office, or if the check is stale dated and has not been cashed. The institution must make every attempt to return the check to the student, and maintain documentation of its due diligence efforts.

    a. If the institution is not able to contact the student and the Millennium fiscal year has not yet closed, then the check may be redeposited, and the Millennium disbursement may be pulled back for the student (up to the amount disbursed) and the dollars returned to the Treasurer.
    b. If the Millennium fiscal year has closed, and the institution has been unsuccessful in contacting the student, then the check falls under the NSHE "Escheatment" policy and the monies may be retained by the institution. No adjustment is made to the student's Millennium disbursement.

7. Under no circumstances may a student be allowed to repay the Millennium Scholarship after the 100percent refund period in order to regain eligibility. If the student has not yet cashed the check and still has possession of the check, the student must cash the check – it may not be returned to the institution.

(Added 2/07; A. 11/07, 8/08, 12/08, 10/09)

## Section 17. Office of the State Treasurer

Distribution of funds:

1. According to the Key Date Calendar (Appendix A), each institution will generate FOCUS report MILLFUND on the day after the last day of the add/drop period, summarizing the total Millennium enrollment credits, and communicate this to the NSHE System Administration office. Summer school attendance is submitted at the same time as fall (see Section 7).

2. Each institution has an individual add/drop period. One business day after the last applicable individual add/drop period, NSHE System Administration will verify the funding requests against FOCUS report MILLFUND. NSHE System Administration will submit an invoice to the State Treasurer's Millennium Scholarship Program Director.

   The Sierra Nevada College and Roseman University of Health Sciences Financial Aid Directors submit the "Initial Request" form to the Millennium Scholarship office according to the Key Date Calendar. The Millennium Scholarship office will confirm student eligibility and balance remaining in student account prior to funding, and will process the payment.

   These estimates will be the basis for an initial advancement of funds. Late funding requests will be processed with the next funding request according to the Key Date Calendar.

3. The Millennium Scholarship program Director and staff will review and submit the invoice for approval. The payment voucher will be processed and, according to State of Nevada procedure, the funding will settle in the NSHE account within three to five days. NSHE System Administration and other eligible institutions receive the initial advance from the Treasurer. These funds cover:
   a. Total estimated NSHE community college eligible students x number of credits ($40 lower division );
   b. Total estimated NSHE community college eligible students x number of credits ($60 upper division);
   c. Total estimated NSHE state college eligible students x number of credits ($60); and
   d. Total estimated eligible students at other eligible institutions x number of credits ($80).

4. The NSHE System Administration Office transfers the funds to each NSHE institution.

5. For additional funding, according to the Key Date Calendar, System Administration and other eligible institutions will be provided with a MiSL disbursements report, which will be forwarded to the institutions for comparison with SIS disbursements. Errors/discrepancies must be reported to the State Treasurer's Office on the sixth business day, after which the NSHE invoice will be submitted.

These estimates will be the basis for an additional advancement of funds (based on the term reconciliation). Late funding requests will be processed with the next funding request according to the Key Date Calendar.

6. On January 31, following the end of the Annual Reconciliation Process, a final funding request will be made based on the MiSL disbursement report. System Administration will provide each institution with SIS disbursements.

   Error/discrepancies/adjustments must be reported to the State Treasurer's office on or before the last working day of January. The Financial Aid Directors of other eligible institutions will work directly with the State Treasurer's office staff.

   These estimates will be the basis for a final advancement of funds based on the annual reconciliation. Late funding requests will be processed with the next funding request according to the Key Date Calendar.

7. After the "Annual Reconciliation" has been completed on January 31, no funding adjustments will be made regardless of the circumstances. The only exception is the occurrence of a "one-time" clean up approved by the State Treasurer and NSHE Chancellor or their designees.

NSHE Reconciliation Procedures

NSHE procedures will require all institutions to reconcile Millennium Scholarship funds every term. In addition, the NSHE System Administration will complete an annual reconciliation for the Millennium fiscal year, beginning with summer, fall, spring. Reconciliations will take place according to the Key Date Calendar (Appendix A).

A. Term reconciliation
   It is required that each institution reconcile the Millennium Scholarship funds every term. This reconciliation is due six weeks after the end of each semester. Institutions will also receive prior term reconciliation reports for the active fiscal year, every two months throughout the year, to spot check.
   a. Payment will be made based upon data from the State Treasurer's MiSL system. MiSL data is send to NSHE System Administration according to the "Key Date Calendar". Comparing the MiSL report to SIS disbursement data for that term, institutions will work with the State Treasurer's office to resolve discrepancies. Analysis of MiSL and SIS payments posted in the State's accounting system (BSR) shall be made on an annual basis.
   b. The State Treasurer's Office staff will approve the Term Reconciliation data. A "Request for Payment Explanation" form will be completed as needed by Treasurer's office staff.
   c. MiSL accounting reports will include:
      i. Institution detail disbursement report lists by term: MSID, name, total disbursement, credits earned, cumulative GPA, term GPA, eligibility status and reasons.
      ii. Institution Disbursement Summary by term, including: number of students who utilized funds, did not utilize funds, and total amount disbursed.

B. Annual reconciliation
NSHE procedures require all institutions to reconcile Millennium Scholarship funds every term. In addition, the NSHE System Administration will complete term reconciliations as listed above. Reconciliations will take place according to the Key Date Calendar (Appendix A).

a. The State Treasurer's Office will submit the "Annual Reconciliation" form to NSHE System Administration according to the "Key Date Calendar". The reconciliation will include the summer, fall, and spring semester of the same school year (for example, summer 2004, fall 2004, spring 2005). No manual adjustments may be made after the designated deadline for the annual reconciliation with the exception of an approved "one-time" clean up.
b. Reconciliation of MiSL and SIS with payments posted in the State's accounting system (BSR) shall be made in December. A final check will be made just prior to January 31. MiSL accounting reports will include:
    i. Institution detail disbursement report lists by term: MSID, name, total disbursement, credits earned, cumulative GPA, term GPA, eligibility status and reasons.
    ii. Institution Disbursement Summary by term, including: number of students who utilized funds, did not utilize funds, and total amount disbursed.

C. Submitting request for payment
Based upon a cooperative review (between NSHE System Administration and the State Treasurer's office) of the term reconciliation data and the annual reconciliation data, the NSHE System Administration will submit an invoice to the Executive Director in the State Treasurer's office via e-mail or facsimile. The State Treasurer's Office will fund the invoice within five business days via electronic funds transfer.

Joint Procedures for Handling Balance Irregularities
The financial aid director at each institution is the primary contact for balance irregularity issues. This is an on-going process to be conducted throughout the academic year. The State Treasurer's Office prepares an annual response in its "Record Check Summary Report".

1. Report #1 and Report #2:
    a. Campus designee reviews report to identify potential irregularities regarding its students.
    b. Campus designee contacts State Treasurer's office.
    c. Steps to resolve discrepancies:
        i. Investigate attendance, number of credits, term.
        ii. Download appropriate form from NevadaTreasurer.gov; submit to State Treasurer's staff by FAX; accuracy is confirmed with designee.
        iii. Adjustments made in MiSL and transmitted to SIS.
    d. State Treasurer's staff reviews Report #1 at the end of each term.
    e. Information regarding individual student accounts will be entered in MiSL.

2. Report #3
    a. Report alerts campus designee of potential over-funding:
        i. State Treasurer's staff will format the report into a spreadsheet noting the names of students at the beginning of the semester who are potentially over-funded.
        ii. Spreadsheet will be updated 12 weeks of each semester by State Treasurer's staff to highlight new names.
        iii. Campus designee is asked to indicate whether student is currently attending and name of institution – information should be added to the State Treasurer's spreadsheet so it can subsequently be provided to other campuses in next update.
    b. Campus designees consult one another and adjust funding immediately if over-award situation is confirmed.
    c. According to NRS, no student may be awarded more than $10,000. Therefore, it will be the responsibility of each institution to ensure compliance after being notified of a potential over-funding situation by the State Treasurer's Office.
    d. The State Treasurer's Office will notify all students with a current balance of $2,000 or less each term, in order to remind the student that if he/she attends more than one institution in his/her last term, and if over-funding inadvertently occurs, he/she will be responsible to repay any over-funding to the State Treasurer's Office. Official notification will take place in January and June of each academic year.
    e. Non-NSHE institutions – in order to assist in identifying potential over-funded cases, each initial request for payment will be reviewed by the State Treasurer's Office to identify any student with a balance of $2,000 or less.

3. Report # 4
    a. Students who cannot be resolved at this time due to the following reasons will be adjusted annually at a balance irregularity meeting:
        i. No prior MiSL record.
        ii. Specified action required of student.

4. Report # 5
    a. SIS Report SDSB Record for Institutions-Funds disbursed without matching SSN or MSID.

Informal Record Check

Millennium Scholarship Program Review – conducted by NSHE System Administration Banking & Investment staff. The State Treasurer's Office prepares an annual response in its "Record Check Summary Report".

1. The scope of the review is limited to the financial aspect of the program. It includes a review by NSHE of sets of randomly selected student records and financial documentation for a specified annual reconciliation period.

2. After the review is conducted, NSHE drafts a findings document and discusses the results with the institutions. A copy of the document is also provided to NSHE Director of Financial Aid.
3. If errors are identified, every effort is made to review them with campus personnel and to correct the error. If errors are detected that are of special concern, NSHE will plan an additional review of this area for the next cycle.
4. The final report is transmitted to the State Treasurer's Office by March 31 of each year.

(Added 2/07; A. 6/08, 10/08, 10/09, 9/11)

## Section 18. Institutional Certification of Enrollment

Procedures for sending enrollment data:

1. Data is transmitted from NSHE System Computing Services to the State Treasurer's Office after each institution's UCMMSDNXB job has run. This data includes: MSID, Address, Phone, Term, Cumulative and Term GPA, Term Units, Institution, Student ID, Deceased Flag, Progress, Degree, and scholarship amount disbursed.

2. Institutions should review the extract report generated from UCMMSDNXB on at least a weekly basis. Some error messages appear only once, and if not corrected at the time they appear, will create student eligibility problems at the end of the term.

3. If additions/changes are made on a weekend/holiday to a Millennium Scholar's student record in SIS on the SGPA, MSID, APRG, PGRM, STUD or TSTA screens, adjustments to the parms for UCMMSDNX must be done. Change the "from" date (LMOD FROM DATE TO SELECT) for UCMMSDNX to include the weekend/holiday date, then change it back to $CYMD the next day.

Exceptions to automatically transmitted data: Student data is automatically transmitted by term until data for the following term begins to be transmitted. Any data relevant to the student's record or funds disbursed after the "automated" time period will be submitted by institutions to the State Treasurer's office using the Authorization to Correct Student Record form (Forms Appendix). The Treasurer's Office staff will notify the institution that the correction has been made via e-mail. The FOCUS report MLLATADJ should be run after the "automated" time period, to identify students who have received late disbursements, to verify that the Authorization to Correct Student Record form has been completed and sent to the Treasurer's Office.
(Added 2/07)

## Section 19. Limitations

The standards set forth in this section are subject to amendment, and are not intended to and do not create any right or interest in liberty or property or establish a basis for any cause of action against the state, its political subdivisions, agencies, boards, commissions, departments, officers or employees.
(Added 2/07)

## Section 20. APPENDIX A, Calendars

**Governor Guinn** Millennium Scholarship **Program**

Partnership between the Office of the State Treasurer, and eligible Nevada institutions.

| Term | | | Student | NSHE or Eligible Institution | Treasurer's Office (STO) |
|---|---|---|---|---|---|
| Summer | Fall | Spring | | | |
| | July 17 | | Nevada high schools send matriculation data for 2009 graduating class to STO | | |
| | July 24-30 | | | | Send award packets to graduating HS class |
| | August 1 | | Students begin to return Acknowledgement of Award to STO | | |
| | Sept | Feb | | Day after add/drop date, NSHE invoices STO for initial term payment | Initial request verified, processed, and payment made to NSHE within 5 days |
| | Sept 1 | Feb 1 | | SNC, USN and other eligible institutions invoice STO for initial term payment | Initial request verified, processed, and payment made to eligible institution within 5 days |
| end Sept | end Sept | end March | | Campuses receive initial funding request for disbursement to students | |
| | Oct 1 | | | Board of Regents certifies matriculation data for graduating high school class | |
| end of term | end of term | end of term | New students: final date to meet eligibility requirements for term | | |
| end of term | end of term | end of term | Continuing students: final date to satisfy prior term deficiencies and incompletes for term | | |
| Dec 1 | May 1 | Sept 1 | | Campuses stop sending prior term data | |
| Oct 1 | Dec 1 | June 1 | | Campuses begin transmitting end-of-term data (GPA, credits, degree progress) to STO | |
| Oct 15 | Jan 7 | June 15 | | Campuses end-of-term data official. | Term reconciliation data transmitted within 10 days after receipt of official data |
| Oct 15 | Jan 7 | June 15 | | | STO verifies MiSL is calculating properly for end of term data-notifies NSHE |

| | | | | | |
|---|---|---|---|---|---|
| | Jan 10-15 | June 16-18 | STO sends lapse, 2 strike, reinstatement, degree congrats, $$ expired student letters | | |
| Jan 20 | Jan 20 | Jan 20 | STO sends scholarship expiration letters | | |
| | July 28 | Jan 31 | STO sends $2000 or less student letters | | |
| July 28 | July 28 | July 28 | | Memorandum to Presidents requesting nominations for Millennium Advisory Committee | |
| Jan 31 | Jan 31 | June 30 | | NSHE and eligible institutions submit term reconciliation of funds and request reimbursement from STO | Request verified and processed within 5 days and payment sent to NSHE |
| Dec 1 | Dec 1 | Dec 1 | | | Initiate annual reconciliation for previous fiscal year - send to NSHE |
| Jan 31 | Jan 31 | Jan 31 | | NSHE and eligible institutions annual reconciliation of funds - fiscal year closes | Payment made to institutions if necessary within 5 days of receipt of invoice from NSHE |

## Fiscal Year Time Line (Summer, Fall, Spring)

Approximate Due Dates

| | Summer | Fall | Spring |
|---|---|---|---|
| A) Initial Request | 9/20* | 9/20* | 2/20* |
| B) Term Reconciliation | | | |
| INSTEP reports to System Administration | 12/15 | 12/15 | 6/15 |
| Institutions complete reconciliation | 12/15 | 1/31 | 7/31 |
| C) NSHE Annual Reconciliation** | 12/15 | 12/15 | 12/15*** |
| D) Letters to Students Every Semester - $2,000 or less | | 1/15 | 6/15 |

The Fiscal Year Timeline is updated annually.

*Day following last institution's add/drop deadline
**Deadline for Authorization to Correct Student Record (Forms Appendix) and 100% Refund and Incomplete Grades (Forms Appendix) for the Millennium fiscal year.
***NSHE will submit payment invoice on January 30th for Annual Reconciliation
(Added 2/07; A. 4/09, 10/09)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 13

# IDENTITY THEFT PREVENTION PROGRAM (RED FLAG RULES)


Section 1. NSHE ..... 2
Section 2. UNR ..... 4
Section 3. WNC ..... 9

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

**CHAPTER 13**

**IDENTITY THEFT PREVENTION PROGRAM**
**(RED FLAG RULES)**

# Section 1. NSHE

## I. POLICY AND PURPOSE

This policy is intended to meet the requirements of the FTC "Red Flag Rule." The Nevada System of Higher Education and its institutions have adopted this policy, except where separately approved institution specific policies have been approved. This policy, and any other approved institution specific policies, shall be included in the NSHE *Procedures and Guidelines Manual*. Oversight of this policy is through the chancellor's Office and institution presidents. After the initial approval of policies by the Board of Regents in June 2009, amendments may be approved by the chancellor. Institutions may also develop additional procedures with the approval of the institution president.

Identity theft is a fraud committed or attempted using the identifying information of another person without authority. It is the policy of NSHE to undertake reasonable measures to detect, prevent, and mitigate identity theft in connection with the opening of a "covered account" or any existing "covered account," and to establish a system for reporting a security incident.

## II. BACKGROUND

Red Flag Rules

In 2003, the U.S. Congress enacted the Fair and Accurate Credit Transaction Act of 2003 (FACT Act) which required the Federal Trade Commission (FTC) to issue regulations requiring "creditors" to adopt policies and procedures to prevent identify theft.

In 2007, the Federal Trade Commission (FTC) issued a regulation known as the Red Flag Rule. The rule requires "financial institutions" and "creditors" holding "covered accounts" to develop and implement a written identity theft prevention program designed to identify, detect and respond to "Red Flags." That regulation is scheduled to be enforceable on August 1, 2009.

## III. DEFINITIONS

Covered Account – A covered account is a consumer account designed to permit multiple payments or transactions. These are accounts where payments are deferred and made by a borrower periodically over time such as a tuition or fee installment payment plan.

Creditor – A creditor is a person or entity that regularly extends, renews, or continues credit and any person or entity that regularly arranges for the extension, renewal, or continuation of credit Examples of activities that indicate a college or university is a "creditor" are:

- Participation in the Federal Perkins Loan program;
- Participation as a school lender in the Federal Family Education Loan Program;
- Offering institutional loans to students, faculty or staff;
- Offering a plan for payment of tuition or fees throughout the semester, rather than requiring full payment at the beginning of the semester.

Identifying Information – Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, student identification number, computer's Internet Protocol address, routing code or financial account number such as credit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

Red Flag – A red flag is a pattern, practice or specific activity that indicates the possible existence of identity theft.

Security Incident – A collection of related activities or events which provide evidence that personal information could have been acquired by an unauthorized person.

## IV. IDENTIFICATION OF RED FLAGS

Broad categories of "Red Flags" include the following:

- **Alerts** – alerts, notifications, or warnings from a consumer reporting agency including fraud alerts, credit freezes, or official notice of address discrepancies.
- **Suspicious Documents –** such as those appearing to be forged or altered, or where the photo ID does not resemble its owner, or an application which appears to have been cut up, re-assembled and photocopied.
- **Suspicious Personal Identifying Information** – such as discrepancies in address, Social Security Number, or other information on file; an address that is a mail-drop, a prison, or is invalid; a phone number that is likely to be a pager or answering service; personal information of others already on file; and/or failure to provide all required information.
- **Unusual Use or Suspicious Account Activity** –such as material changes in payment patterns, notification that the account holder is not receiving mailed statement, or that the account has unauthorized charges;
- **Notice from Others Indicating Possible Identify Theft** –such as the institution receiving notice from a victim of identity theft, law enforcement, or another account holder reports that a fraudulent account was opened.

### V. DETECTION OF RED FLAGS

Employees shall undertake reasonable diligence to identify Red Flags in connection with the opening of covered accounts as well as existing covered accounts through such methods as:

- Obtaining and verifying identity;
- Authenticating customers; and
- Monitoring transactions.

A data security incident that results in unauthorized access to a customer's account record or a notice that a customer has provided information related to a covered account to someone fraudulently claiming to represent the university or to a fraudulent web site may heighten the risk of identity theft and should be considered Red Flags.

### VI. RESPONSE TO RED FLAGS

Unless otherwise directed by the college or university, the detection of a Red Flag by an employee shall be reported to chief security officer for the institution. Based on the type of Red Flag, the appropriate administrator and the chief security officer will determine the appropriate response

### VII. SECURITY INCIDENT REPORTING

An employee who believes that a security incident has occurred shall immediately notify their appropriate administrator and, unless otherwise directed by the institution, the chief security officer. After normal business hours, notification shall be made to the institution police or other responsible after hours administrator. Upon review of the incident, the responsible administrator shall determine what steps may be required to mitigate any issues that arise in the review. In addition, referral to law enforcement may be required.

### VIII. TRAINING AND PROGRAM REVIEW

All employees who process any information related to a covered account shall receive training following appointment on the procedures outlined in this document. Refresher training may be provided annually.

Periodically the policy, procedure and training shall be reviewed to assess the need for changes or improvements.
(Added 6/09)

## Section 2. UNR

In recognition that some university activities are subject to the provisions of the Fair and Accurate Credit Transactions Act (FACT Act) and its "Red Flag" rules as promulgated by the U.S. Federal Trade Commission, the university outlines the following program. This program complements existing policies, which can be found in various sections of the university's *Information Technology Policy Manual.*

## Purpose

1. This document establishes the university's "Identity Theft Program" to detect, identify, and mitigate identity theft in the accounts covered under the Red Flags rules.
2. The university incorporates relevant Red Flags into a program to enable the university to detect and respond to potential identity theft.
3. The university ensures that the program is updated periodically to reflect changes in risks to customers or creditors or to the university from identity theft.

## Definitions

1. Pursuant to the Red Flag regulations at 16 C.F.R. § 681.2, the following definitions apply to the Program:

    a. "Identity theft" is a "fraud committed or attempted using the identifying information of another person without authority."

    b. "Covered accounts"
        i. Any university account maintained primarily for a student or related to a loan administered by the university, which involves multiple payments or transactions.
        ii. Any university account for which there is a reasonably foreseeable risk from identify theft to customers.

    c. "Red Flag" is a "pattern, practice, or specific activity that indicates the possible existence of identity theft."

    d. "Identifying information"
        i. Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including, but not limited to: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number government passport number, employer or taxpayer identification number, unique electronic identification number (including student ID), computer Internet Protocol addresses or routing codes.

    e. "Responsible university Official"
        i. The president shall designate a senior university official to serve as program administrator.
        ii. The program administrator shall exercise appropriate and effective oversight of the program and shall report regularly to the president on the program.

## Program Administration and Maintenance

1. The program administrator is responsible for:
    a. Developing, implementing, and updating the university's program.
    b. Ensuring appropriate training of university staff on the program.
    c. Reviewing staff reports regarding the detection of Red Flags.
    d. Reviewing steps for identifying, preventing, and mitigating identity theft.

e. Determining which steps of prevention and mitigation should be taken in specific circumstances.
f. Reviewing, evaluating, and promulgating periodic changes to the program based on:
   i. Changes in identity theft risks, detection, mitigation, and prevention methods.
   ii. Technological advances.
   iii. university's experiences with identity theft.
   iv. Changes in types of accounts the university maintains.
   v. Changes in the university's business arrangements with other entities.
   vi. Changes in legal requirements in the area of identity theft.

**Identification of Red Flags**

1. The following are relevant Red Flags, in each of the listed categories for which employees should be aware and diligent in monitoring:
   a. Notifications and warnings from credit reporting agencies
      i. Report of fraud accompanying a credit report;
      ii. Notice or report from a credit agency of a credit freeze on a customer or applicant;
      iii. Notice or report from a credit agency of an active duty alert for an applicant; and
      iv. Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.

   b. Suspicious documents
      i. Identification document that appears to be forged, altered, or inauthentic;
      ii. Identification document on which a person's photograph or physical description is inconsistent with the person presenting the document;
      iii. Other document with information that is inconsistent with existing customer information (such as if a person's signature on a check appears forged); or
      iv. Application for service that appears to have been altered or forged.

   c. Suspicious personal identifying information
      i. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
      ii. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
      iii. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
      iv. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
      v. Social security number presented that is the same as one given by another customer;
      vi. An address or phone number presented that is the same as that of another person;
      vii. A person fails to provide complete, personal identifying information on an application when reminded to do so (however, by law social security numbers may not be required in all instances); and

viii. A person's identifying information is inconsistent with the information that is on file for the customer.

d. Suspicious account activity or unusual use of account
   i. Change of address for an account followed by a request to change the account holder's name;
   ii. Payments stop on an otherwise consistently up-to-date account;
   iii. Account used in a way that is inconsistent with prior use (example: very high activity);
   iv. Mail sent to the account holder is repeatedly returned as undeliverable;
   v. Notice to the university that a customer is not receiving mail sent by the university;
   vi. Notice to the university that an account has unauthorized activity;
   vii. Breach in the university's computer system security; and
   viii. Unauthorized access to or use of customer account information.

e. Alerts from others
   i. Notice to the university from a customer, identity theft victim, law enforcement, or other person who has opened or is maintaining a fraudulent account for a person engaged in identity theft.

**Detecting Red Flags**

1. New accounts
   a. university personnel will take the following steps to obtain and verify the identity of the person opening an account:
      i. Require personal identifying information such as name, date of birth, residential or business address, driver's license, or other identification;
      ii. Verify customer's identity (for instance, review a driver's license or other identification card); or
      iii. Independently contact the customer.

2. Existing accounts
   a. university personnel will take the following steps to monitor transactions with an account:
   b. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
   c. Verify the validity of requests to change billing addresses; and
   d. Verify changes in banking information given for billing and payment purposes.

**Responding to Red Flags and Mitigating Identity Theft**

1. In the event university personnel detect identified Red Flags, such personnel shall take all appropriate steps to respond and to mitigate identity theft depending on the nature and degree of risk posed by the Red Flag, including but not limited to the following examples:
   a. Continue to monitor an account for evidence of identity theft;
   b. Contact the customer;
   c. Change any passwords or other security devices that permit access to accounts;
   d. Not open a new account;
   e. Close an existing account;
   f. Reopen an account with a new number;
   g. Notify law enforcement; or
   h. Determine that no response is warranted under the particular circumstances.

**Staff Training and Reporting**

1. university employees responsible for implementing the program shall be trained in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected.

2. Appropriate staff shall provide reports to the program administrator on incidents of identity theft, the effectiveness of the program, and the university's compliance with the program.

**Service Provider Arrangements**

1. In the event the university engages a service provider to perform an activity in connection with one or more covered accounts, the university will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft:

   a. Require, by contract, that service providers have such policies and procedures in place; and
   b. Require, by contract, that any service providers review the university's program and report any Red Flags to the program administrator.

(Added 6/09)

## Section 3. WNC

Western Nevada College (WNC) developed and implemented this Identity Theft Prevention Program pursuant to the Federal Trade Commission's Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. In recognition that some activities of WNC are subject to the provisions of this Rule as promulgated by the Commission, the college adopted the following policy. This policy complements, and is supported by existing department data security policies at the college.

I. Purpose

As required, WNC establishes an "Identity Theft Program" to detect, identify, and mitigate identity theft in the accounts covered under the Red Flag rules at the college.

a. The college will incorporate relevant Red Flags into a policy to enable the college to detect and respond to potential identity theft.
b. The college shall ensure that the policy is updated periodically to reflect changes in risks to customers or creditors or to the college from identity theft.

II. Definitions

Pursuant to the Red Flag regulations at 16 C.F.R. § 681.2, the following definitions apply to this policy:

a. "Identity theft" is a "fraud committed or attempted using the identifying information of another person without authority."
b. "Covered accounts"
    1. Any university account maintained primarily for a student or related to a loan administered by the university, which involves multiple payments or transactions.
    2. Any university account for which there is a reasonably foreseeable risk from identify theft to customers.
c. "Red Flag" is a "pattern, practice, or specific activity that indicates the possible existence of identity theft."
d. "Identifying information": Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person," including, but not limited to: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number government passport number, employer or taxpayer identification number, unique electronic identification number (including student ID), computer Internet Protocol addresses or routing codes.
e. Identification of a "Responsible University Official"
    1. The president designates the vice president of finance and administrative services as the Policy Administrator.
    2. The Policy Administrator shall exercise appropriate and effective oversight of the policy and shall report regularly to the president on the status of the policy.

III. Program Administration and Maintenance

a. The Policy Administrator is responsible for:
   1. Developing, implementing, and updating WNC's policy;
   2. Ensuring appropriate training of college staff on the policy;
   3. Reviewing staff reports regarding the detection of Red Flags;
   4. Reviewing steps for identifying, preventing, and mitigating identity theft;
   5. Determining appropriate prevention and mitigation steps to be taken in specific circumstances;
   6. Reviewing, evaluating, and promulgating periodic changes to the Policy based on:
      i. Changes in identity theft risks, detection, mitigation, and prevention methods
      ii. Technological advances
      iii. College's experiences with identity theft
      iv. Changes in types of accounts the college maintains
      v. Changes in the college's business arrangements with other entities
      vi. Changes in legal requirements related to identity theft.

IV. Identification of Red Flags

The following are relevant Red Flags in each of the listed categories for which employees should be aware and diligent in monitoring:

a. Notifications and warnings from credit reporting agencies
   1. Report of fraud accompanying a credit report;
   2. Notice or report from a credit agency of a credit freeze on a customer or applicant;
   3. Notice or report from a credit agency of an active duty alert for an applicant; and
   4. Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.
b. Suspicious documents
   1. Identification document that appears to be forged, altered, or inauthentic;
   2. Identification document on which a person's photograph or physical description is inconsistent with the person presenting the document;
   3. Other document with information that is inconsistent with existing customer information (such as if a person's signature on a check appears forged); or
   4. Application for service that appears to have been altered or forged.
c. Suspicious personal identifying information
   1. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
   2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
   3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;

4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social Security number presented that is the same as one given by another individual;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete, personal identifying information on an application when reminded to do so (however, by law Social Security numbers may not be required in all instances); and
8. A person's identifying information is inconsistent with the information that is on file for the customer.

d. Suspicious account activity or unusual use of account
   1. Change of address for an account followed by a request to change the account holder's name;
   2. Payments stop on an otherwise consistently up-to-date account;
   3. Account used in a way that is inconsistent with prior use (example: very high activity);
   4. Mail sent to the account holder is repeatedly returned as undeliverable;
   5. Notice to the college that a customer is not receiving mail sent by the institution;
   6. Notice to the college that an account has unauthorized activity;
   7. Breach in the college's or NSHE's computer system security; and
   8. Unauthorized access to or use of customer account information.

e. Alerts from others
   1. Notice to the college from an individual, identity theft victim, law enforcement, or other person who has opened or is maintaining a fraudulent account for a person engaged in identity theft.

V. Detecting Red Flags

a. New accounts
   1. College personnel will take the following steps to obtain and verify the identity of the person opening an account:
      i. Require personal identifying information such as name, date of birth, residential or business address, driver's license, or other identification;
      ii. Verify customer's identity (for instance, review a driver's license or other identification card);
      iii. Independently contact the customer.

b. Existing accounts
   1. College personnel will take the following steps to monitor transactions with an account:
      i. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
      ii. Verify the validity of requests to change billing addresses; and
      iii. Verify changes in banking information given for billing and payment purposes.

VI. Responding to Red Flags and Mitigating Identity Theft

a. In the event college personnel detect identified Red Flags, such personnel shall take all appropriate steps to respond and to mitigate identity theft depending on the nature and degree of risk posed by the Red Flag, including but not limited to the following examples:

1. Continue to monitor an account for evidence of Identity theft;
2. Contact the individual;
3. Change any passwords or other security devices that permit access to accounts;
4. Not open a new account;
5. Close an existing account;
6. Reopen an account with a new number;
7. Notify public safety and/or law enforcement; or
8. Determine that no response is warranted under the particular circumstances.

VII. Staff Training and Reporting

a. College employees responsible for implementing the Policy shall be trained in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected.

b. Appropriate staff shall provide reports to the Policy Administrator on incidents of identity theft, the effectiveness of the Policy, and the college's compliance with the Policy.

VIII. Service Provider Arrangements

a. When the college engages a service provider to perform an activity in connection with one or more covered accounts, the college will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft:

i. Require, by contract, that service providers have such policies and procedures in place; and

ii. Require, by contract, that any service providers review the college's Policy and report any Red Flags to the Policy Administrator.

(Added 6/09)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 14

# DATA AND INFORMATION SECURITY


Section 1. Information Security Plans - Requirements ..... 2
Section 2. Information Security Plans – Administrative Controls ..... 2
Section 3. Information Security Plans – Operational and Technical Controls ..... 3
Section 4. Information Security Plans – Physical Controls ..... 3

**CHAPTER 14**

**DATA AND INFORMATION SECURITY**

## Section 1. Information Security Plans - Requirements

1. Pursuant to Board policy, each NSHE institution must develop and maintain an information security plan. Each plan must include administrative, operational and technical, and physical controls as outlined in this chapter.

2. Institutional information security plans shall include appropriate risk assessment provisions to identify vulnerabilities and threats to institutional information resources and major enterprise systems, including but not limited to scheduled network and system vulnerability scans. Identified vulnerabilities must be remediated as appropriate to the level of risk.

3. Institutional information security plans shall include an incident response procedure for identifying, containing, and mitigating an incident that includes but is not limited to a breach of security or other threats to institutional systems and information.

4. Institutional information security plans must include guidelines for security awareness training intended to educate students and employees on appropriate security-conscious behavior and also the security best practices they need to incorporate in their daily activities.

5. Any unauthorized or unintentional disclosure or breach of sensitive data must be reported to the Vice Chancellor for Information Technology.

(B/R 12/09)

## Section 2. Information Security Plans – Administrative Controls

1. Least Privileges. Administrative controls must include the appropriate assignment of responsibility within the institution to determine individual access to system and network resources, including information and data as is appropriate for an individual's job duties and responsibilities.

2. De-Provisioning Privileges. Administrative controls must include procedures for the decommissioning of privileges and accounts upon separation from employment with the institution and upon a change in job duties to ensure system and network resources reflect only privileges necessary for an employee's current job responsibilities. Accounts that have not been used for a defined and documented period of time appropriate to the account type must be identified and de-provisioned.

(B/R 12/09)

## Section 3. Information Security Plans – Operational and Technical Controls

1. Encryption Technology. Institutions must employ in transit and in storage, encryption technology that is appropriate to protect personally identifiable information and other sensitive data. Personally identifiable information stored on removable media, including, but not limited to, laptops, personal digital assistants (PDAs), thumb drives, and CD/DVDs, must be encrypted before the device is taken beyond the physical controls of the campus or control of a data storage contractor.

2. Audit Logs. All systems that handle sensitive information or make access control (authentication and authorization) decisions shall record and retain audit-logging information sufficient to identify events that may impact the confidentiality, integrity or availability of sensitive information, including, but not limited to, security and administrative access. The information security officer or his designee must establish retention periods for logs and review audit logs periodically to ensure that appropriate events are consistently logged and abnormal events are identified and investigated.

3. Network Security. Technical controls must include appropriate network security devices configured to detect and prevent network traffic that threatens network and system resources, including sensitive data (e.g. firewalls, intrusion detection systems). Configurations are subject to periodic audits.

(B/R 12/09)

## Section 4. Information Security Plans – Physical Controls

Physical controls limiting physical access to facilities housing personally identifiable information must be implemented through the use of appropriate locking or other physical security mechanisms that include methods of identification verification for all equipment that is vulnerable to unauthorized access. Such controls may include combination locks, key locks, badge readers, manual sign in/out logs, and other methods of identification verification.
(B/R 12/09)

**NEVADA SYSTEM OF HIGHER EDUCATION**
***PROCEDURES AND GUIDELINES MANUAL***

# CHAPTER 15

# TEMPORARY HANDBOOK AMENDMENTS

No table of contents entries found.

## FORMS APPENDIX

Regents Scholar Award Nomination....2
Regents Rising Researcher Award....3
Honorary Degree Nomination....4
Distinguished Nevadan Nomination....5
Declaration of Intent of Residency....7
Building Plaque Sample....8
Request for Rehire of P.E.R.S. Retiree....9
Critical Need Position Documentation....11
Grant-In-Aid Request Form....12
Millennium Data Requirement Form Adult Diploma Only....13
Millennium Data Requirement Form Standard/Advanced Diploma Only....17
Millennium Initial Eligibility Appeal....21
Millennium Military Duty Application for Extension....24
Millennium Students with Documented Disabilities....26
Millennium Dual Enrollment Form....27
Millennium Authorization to Correct Student Record....28
Millennium 100% Refund and Incomplete Grades....29
Millennium Acknowledgment of Award....30
NSHE Scholarly and Professional Outside Compensated Services Report....33
Research Subaward Agreement....34
Attachment 1, Research Subaward Agreement, Certification and Assurances....35
Attachment 3A, Research Subaward Agreement, Prime Recipient Contacts....36
Attachment 3B, Research Subaward Agreement, Subrecipient Contacts....37
NSHE System Office Cellular Phone/PDA/Data Plan Allowance Request Form....38

# NSHE NOMINATION FORM
# FOR
# REGENTS' SCHOLAR AWARD

**PLEASE TYPE OR PRINT ALL RESPONSES**

This form must be accompanied by a letter of nomination and any supplementary materials required by the institution for consideration for these awards.

**NSHE INSTITUTION**_____**ACADEMIC YEAR**_____

**FULL NAME OF NOMINEE**_____

**NICKNAME (*IF NOMINEE GOES BY ANOTHER NAME*)**_____

**CLASS STANDING & ACADEMIC MAJOR** _____

**MAILING ADDRESS**_____
*Street Address*

_____
*City / State / Zip Code*

**HOME PHONE NUMBER**_____**WORK/SCHOOL PHONE NUMBER**_____
*(IF APPLICABLE)*

**PLEASE ATTACH A ½ PAGE BIOGRAPHY OF THE NOMINEE**

(Added 6/05; A. 7/06, 9/07)

# NSHE NOMINATION FORM
# FOR
# REGENTS' RISING RESEARCHER AWARD

**PLEASE TYPE OR PRINT ALL RESPONSES**

This form must be accompanied by a letter of nomination and any supplementary materials required by the institution for consideration for these awards.

**NSHE INSTITUTION**_____**ACADEMIC YEAR**_____

**FULL NAME OF NOMINEE**_____

**NICKNAME** (***IF NOMINEE GOES BY ANOTHER NAME***)_____

**MAILING ADDRESS**_____
*Street Address*

_____
*City / State / Zip Code*

**HOME PHONE NUMBER**_____**WORK/SCHOOL PHONE NUMBER**_____
(*IF APPLICABLE*)

**PLEASE ATTACH A ½ PAGE BIOGRAPHY OF THE NOMINEE TO INCLUDE THE INFORMATION ON WHICH THE NOMINATION OF THE FACULTY MEMBER IS BASED.**

(Added 2/09)

# Honorary Degree

# Nomination Form

1. Degree to be Awarded:

   ___Honorary Doctorate ___Honorary Baccalaureate___Honorary Associate

2. Please state the name and address of your nominee for an Honorary Degree.

   _____

   _____

   _____

3. Honorary degrees shall be awarded to persons who have made significant contributions to the improvement of the quality of academic programs and academic life at one of the NSHE's institutions. Persons currently holding public elected office are not eligible for the degree except in extraordinary circumstances.

   What are your reasons for nominating this person? (Attach additional pages, if necessary.)

   _____

   _____

   _____

   _____

   _____

   _____

_____
President Date

_____
Institution

(B/R 3/03; Added 6/05)

# Distinguished Nevadan
# Nomination Form

---

**Deadline: December 31**

**Please send all nominations to:**

**Scott G. Wasserman, Chief Executive Officer of the Board of Regents**
**2601 Enterprise Road, Reno, NV 89512**
**e-mail: Scott_Wasserman@nshe.nevada.edu | Fax: (775) 327-5049**

---

1. **Salutation:** ☐ Mr. ☐Mrs. ☐Miss ☐ Ms.☐ Dr.
2. **Nominee's Name** *(Please ensure correct spelling.)*:_____
3. **Nominee's Mailing Address:** _____
4. **Nominee's Phone Number: Work:** _____ **Home:** _____
5. **Employment History** *(Attach additional material if necessary.)***:**

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

6. **Educational Background** *(Attach additional material if necessary.)*

_____

_____

_____

_____

7. **Reasons for Nomination** *(Please include outstanding accomplishments, achievements, and contributions to Nevada and its people. Please be specific and provide considerable detail. You may attach additional pages if necessary.)*:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

8. **Other NSHE Awards** *(Please list other awards this individual has received.)*

_____

_____

_____

_____

_____

_____

_____

9. **Nominated by Regent:** _____

(Added 6/05; A. 12/07)

# Declaration of Intent of Residency

I hereby declare that I have abandoned any domicile or residence in any state or commonwealth of the United States of America other than the State of Nevada and I further certify that I have established a bona fide domicile or residence in the State of Nevada with the intent of making Nevada my true, fixed and permanent home and place of habitation, having clearly abandoned my former domicile or residence and having no intent to make any other location outside the State of Nevada my home and habitation.

I further certify that I have been domiciled or a resident in the State of Nevada for at least twelve (12) months immediately prior to the date of my application for reclassification to resident student status and that, therefore, I have been physically present and residing in Nevada for that entire period of time, excluding temporary, short-term absences for business or pleasure.

Dated this _____ day of _____, 20___.

_____
Signature

_____
Type or print name

NOTICE

Filing a false Declaration of Intent of Residency will result in the payment of nonresident tuition for the period of time a student was enrolled as a resident student and may also lead to disciplinary sanctions under Chapter Six of the Nevada System of Higher Education Code. Disciplinary sanctions include a warning, reprimand, probation, suspension or expulsion.
(B/R 8/04; Added 6/05)

# BUILDING PLAQUE SAMPLE

Letter Size

---

| | | |
|---|---|---|
| Name | (NAME OF BUILDING) | 2" |
| Institution | (INSTITUTION) | 2" |
| | 20xx | 2” |
| Message | THIS FACILITY MADE POSSIBLE THROUGH THE | 3/4” |
| | GENEROSITY OF _____ | 3/4" |
| | BOARD OF REGENTS 20xx-xx | 1" |
| | Name of Regent  Name of Regent | 1" |
| | Name of Regent  Name of Regent | 1" |
| | Name of Regent  Name of Regent | 1" |
| | Name of Regent  Name of Regent | 1" |
| | Name of Regent  Name of Regent | 1" |
| | Name of Regent | 1" |
| Chancellor(s) | _____ - CHANCELLOR | 1" |
| President(s) | _____ - PRESIDENT | 1" |
| SPWB | NEVADA STATE PUBLIC WORKS BOARD | 3/4" |
| Design Consultant | (ARCHITECTS) | 3/4" |
| Governor(s) | _____ Governor, State of Nevada | |

_____

(B/R 6/85; Added 6/05)

# NEVADA SYSTEM OF HIGHER EDUCATION
# REQUEST FOR REHIRE OF P.E.R.S. RETIREE

Requesting Institution:_____Department:_____

Name of Proposed PERS Rehiree _____

**COMPLETE FOR CLASSIFIED POSITIONS ONLY:**

Class Title: _____
Class Code: _____Grade:_____

Position Number: _____ Number of Current Vacancies for Class: _____

**COMPLETE FOR PROFESSIONAL POSITIONS ONLY:**

Job Title_____
Position Number: _____

**COMPLETE FOR ALL POSITIONS:**

Number of currently qualified & available applicants for vacancy: _____

Length of time position vacancy has been open: _____

Fully describe the recruiting efforts that have been undertaken to date:

Justification for Request:
*(i.e., what is contributing to labor shortage, criticality of filling position, special qualifications, turnover rate, length of vacancy)*

RECOMMENDED BY:

Signature_____ Date _____
Vice President

Signature_____ Date_____
President

**TO BE COMPLETED BY NSHE DEPT. OF HUMAN RESOURCES**

Notes on Institution's Recruiting Efforts and Justification for Request:

Candidate meets PERS eligibility requirements: _____Yes _____No

Candidate meets minimum job qualifications: _____Yes _____No

Recommend Approval to Chancellor and Board of Regents: _____Yes _____No

Signature_____Date_____
NSHE Director of Human Resources

Date Approved by Board of Regents: _____

Notification made to Public Employees Retirement System of Nevada:
(*Must occur within 10 days of Board approval*) Date
_____

(Added 6/05)

# CRITICAL NEED POSITION DOCUMENTATION

**Public Employees' Retirement System of Nevada**
693 W. Nye Lane, Carson City, NV 89703 (775) 687-4200 - Fax (775) 687-5131
5820 S. Eastern Ave., Suite 220, Las Vegas, NV 89119 (702) 486-3900 - Fax (702) 678-6934
7455 W. Washington Ave., Suite 150, Las Vegas, NV 89128 (702) 486-3900 - Fax (702) 304-0697
Toll Free 1-866-473-7768 Website www.nvpers.org

## CRITICAL NEED POSITION DOCUMENTATION

Under the provisions of NRS 286.523 (6), a designating authority that designates a position as a critical need position shall submit to the System its written findings which support the designation on a form prescribed by the System. This form must be completed and returned to PERS along with materials requested within the body of the form and copies of the minutes from the open meeting at which the position was designated.

Agency Name: _____

Position Title: _____

Date of Designation: _____

Length of time the position has been vacant: _____

Number of employees who have left employment in the position over the past year: _____

Number of openings for the position: _____

Special educational or experience requirements for the position: _____

_____

Description of the efforts made to recruit for the position. Please include copies of any advertising or electronic recruitment notices sent and specify the geographic areas targeted by the recruitment.

_____

_____

_____

_____

Number of qualified candidates after all efforts of recruitment have been exhausted: _____

AB488desingationform

# NEVADA SYSTEM OF HIGHER EDUCATION
## Grant-in-Aid Request Form
*for professional staff members, their spouses and financially dependent children*

Employee Name: _____ Department: _____

Employee ID Number: _____ Student ID Number: _____

Check the applicable box: ☐ Current Staff ☐ Emeritus/Retired Staff ☐ Spouse
☐ Dependent of Staff ☐ Dependent of Deceased Staff ☐ Domestic Partner

Year: 20_____ Semester: ☐ Fall ☐ Spring ☐ Summer -- mini, 1st, 2nd, 3rd (*circle applicable Summer term*)

---

***Employee Grant-in-Aid*** – complete the following:

Institution Attending: ☐UNR ☐UNLV ☐NSC ☐CSN ☐GBC ☐TMCC ☐WNC

Number of credits: _____ ☐ undergraduate credits _____ ☐ graduate credits
*(maximum of 6 credits per semester are grant-in-aid eligible for professional employees)*

---

***Dependent/Spouse/Domestic Partner Grant-in-Aid*** – complete the following:

Name of Dependent: _____

Institution Attending: ☐UNR ☐UNLV ☐NSC ☐CSN ☐GBC ☐TMCC ☐WNC

Relationship to current or former employee:

☐ Spouse ☐ Domestic Partner ☐ Financially Dependent Child* ☐ Widow/Widower

****Dependency Declaration*** - initial the applicable statement.

_____ I attest that the above-named dependent student meets the Board of Regents' definition of "financially dependent child" as a natural, adopted or step child of a professional staff member or his or her domestic partner who is not financially independent, is claimed as an exemption for federal income tax purposes under the U.S. Internal Revenue Code (26 U.S.C. § 152), and has not attained the age of 24. Dependent child's date of birth: ___/___/___

_____ If over the age of 24, has served on active duty in the United States Armed Forces

_____ I attest that the above-named student is my spouse or domestic partner.

---

I understand that:

1. The value of this fee waiver, if for a dependent, spouse or domestic partner graduate-level course, may represent taxable income to me and, as such, will be included on my form W-2;
2. No deductions for federal income tax will occur as a result of this fee waiver, but I may make adjustments to federal income tax withholding by completing and submitting a new form W-4 to the Payroll Department;
3. If I am subject to federal withholding and/or Medicare tax, the deduction(s) will be withheld based on the value of this fee waiver (subject to maximum coverage limitations).

**I declare, under penalty of perjury under the law of the State of Nevada, that the foregoing is true and correct; that I have read all the qualifications above, as well as the excerpts from the Board of Regents' Handbook that are attached to this form; and that I am entitled to request Grant-in-aid for the above shown applicant(s). I understand that false representations in this certification may subject me to civil liability, disciplinary action up to and including termination, and referral to the Nevada Attorney General for criminal investigation. I also understand and agree that the Nevada System of Higher Education may request proof of dependent eligibility at any time.**

_____ _____
Employee signature Date

_____ _____
HR (or other designated office) review of employment Date

_____ _____
Reviewed and approved by immediate supervisor Date

_____ _____
Entered for payment Date

*See Board of Regents' Handbook, Title 4, Chapter, for the complete policy on grants-in-aid for professional staff members and their spouses and financially dependent children.*



(Board approved 12/09)

# FOR THE GRADUATING CLASS OF 2006

## Office of the State Treasurer

Governor Guinn Millennium Scholarship Program

Instructions for submitting data

**Data Requirement Form**

**ADULT DIPLOMA ONLY**

Instructions:

| Headers | See Instruction | Description | Required Information |
|---|---|---|---|
| SSN | Set 1 | Social Security Number | |
| HID | Set 1 | High School Student ID Number | |
| LAST | Set 1 | Last Name | |
| FIRST | Set 1 | First Name | |
| MIDDLE | Set 1 | Middle Name | |
| MAILING | Set 1 | Mailing Address | |
| MAILING CITY | Set 1 | Mailing City | |
| MAILING STATE | Set 1 | Mailing State | |
| MAILING ZIP | Set 1 | Mailing Zip | |
| PHONE | Set 2 | Phone Number (include area code) | |
| DOB MONTH | Set 3 | Date of Birth (Month) ex. 01 for Jan. | |
| DOB DAY | Set 3 | Date of Birth (Day) ex. 09 | |
| DOB YEAR | Set 3 | Date of Birth (Year) ex. 1988 | |
| GRAD YEAR | Set 3 | Graduation Date ( 4 digits year) ex. 2006 | |
| SCHOOL | Set 4 | High School | |
| DISTRICT | Set 4 | School District | |
| RESIDENT | Set 5 | 2-Year High School Residency Requirement | |
| EXAM | Set 5 | Passed Proficiency Exam | |
| GPAUN | Set 6 | Unweighted GPA [Score] (3.10 or above only) | |
| GPAWT | Set 6 | Weighted GPA [Score] (3.10 or above only) | |

**ADULT DIPLOMA FORM**

**REGISTRAR'S NAME AND SIGNATURE**_____

**Print Name** **Signature**

**PHONE NUMBER**_____

**HIGH SCHOOL** _____

**FAX STUDENT'S TRANSCRIPT WITH FORM**
**PLEASE WRITE DIRECTLY ON THIS FORM AND FAX TO**
**@ 702.486.3246**

**CONFIRMED WITH REGISTRAR**_____

*****See "General Instructions" regarding Adjusted Diploma recipients, F-1 Visa students, and other nonpermanent immigrant visas.

FOR THE GRADUATING CLASS OF 2006 *PLEASE NOTE CHANGES*

# GENERAL INSTRUCTIONS

## ADULT DIPLOMA

**When submitting your data requirements only include students who have met the following three criteria:**

**- Graduate with a diploma from an approved Nevada high school diploma program**
**- Passed all areas of Nevada High School Proficiency Exam**
**- Achieved at least an overall 3.10 GPA or above (weighted or unweighted)**

Instruction Set 1

| | **Required** |
|---|---|
| SSN (Social Security Number): | Please provide if available. |
| HID (High School Student ID Number): | **Required** |
| Last, First, and Middle Names: | |
| Mailing Address: | Please provide complete mailing address: **address, city, state, and zip code.** |
| **Instruction Set 2** | Phone: Please provide for if available. |
| **Instruction Set 3**<br>DOB (Date of Birth): | **Required:** Format as the following |
| **DOB (Month)** | **example: 01 (for Jan)** |
| **DOB (Day)** | **example: 09** |
| **DOB (Year)** | **example: 1988** |
| | **Please keep DOB in this format for correct calculation**. |
| **GradYear:** | **Required: Format as follows YYYY Example: 2006** |
| **Instruction Set 4**<br>School: (State Code) | **Required:** Use State of Nevada assigned code or district code. (Please provide a High School Code list if you decide to submit your district code.) |
| District: (State Code) | **Required:** Use State of Nevada assigned code. |
| **Instruction Set 5**<br>Resident: (Yes/ UN) | **Required:** Please enter **Yes** if you can confirm that the student has been a resident for 2 of his or her high school years (4 complete semesters). **UN** if you cannot confirm the student's residency*. |
| Exam: (Yes/No) | **Required:** Please enter **Yes** if you can confirm that the student passed all areas of the exam. **No** if you confirm he or she did not pass all areas the exam. |
| **Instruction Set 6**<br>GPAUN, GPAWT: | **Required:** Please provide weighted or unweighted GPA. Please provide both if available. A student is eligible with a 3.10 weighted or unweighted GPA. |

***Adjusted diploma recipients may be submitted if they have passed all areas of the Nevada High School Proficiency Exams; F-1 Visa students are not eligible. Please call 702-486-3383 regarding students on other non permanent immigrant visas.**

FOR THE GRADUATING CLASS OF 2006 *PLEASE NOTE CHANGES*

**Office of the State Treasurer**

Governor Guinn Millennium Scholarship Program

**Public and Private High School**

Data Requirement Form

F-1 Visa Students

And

Adjusted Diploma Recipients

F-1 Visa students: **Are not eligible for the Governor Guinn Millennium Scholarship.**

**Please contact our office regarding the eligibility of students with other nonpermanent immigrant visas.**

Adjusted Diplomas recipients**:** **In order to be eligible, students who receive an adjusted diploma must also pass all areas of the of the Nevada High School Proficiency exam.**

If you have any question regarding the above, please contact Christy Thurston at (702) 486-3383.

FOR THE GRADUATING CLASS OF 2006

# Office of the State Treasurer

## Governor Guinn Millennium Scholarship Program

Public and Private High School

Instructions for submitting data

## Data Requirement Form

**STANDARD/ADVANCED DIPLOMA ONLY**

Instructions:

| Headers | See Instruction | Description | Format |
|---|---|---|---|
| SSN | Set 1 | Social Security Number | |
| HID | Set 1 | High School Student ID Number | |
| LAST | Set 1 | Last Name | |
| FIRST | Set 1 | First Name | |
| MIDDLE | Set 1 | Middle Name | |
| MAILING | Set 1 | Mailing Address | |
| MAILINGCITY | Set 1 | Mailing City | |
| MAILINGSTATE | Set 1 | Mailing State | |
| MAILINGZIP | Set 1 | Mailing Zip | |
| PHONE | Set 2 | Phone Number (include area code) | |
| DOB Month | Set 3 | Date of Birth (Month) ex. 01 for Jan | |
| DOB Day | Set 3 | Date of Birth (Day) ex. 09 | |
| DOB Year | Set 3 | Date of Birth (Year) ex. 1988 | |
| GRADYEAR | Set 3 | Graduation Date (4 digit year) example: 2006 | |
| SCHOOL | Set 4 | High School | |
| DISTRICT | Set 4 | School District | |
| RESIDENT | Set 5 | 2-Year High School Residency Requirement | |
| EXAM | Set 5 | Passed Proficiency Exam | |
| GPAUN | Set 6 | Unweighted GPA [Score] (3.10 and above only) | |
| GPAWT | Set 6 | Weighted GPA [Score] (3.10 and above only) | |

**STANDARD/ ADVANCED DIPLOMA FORM**

**REGISTRAR OR SCHOOL OFFICIAL: NAME AND SIGNATURE**

_____

**Print Name** **Signature**

**PHONE NUMBER**_____

**HIGH SCHOOL** _____

**FAX STUDENT TRANSCRIPT WITH FORM**
**PLEASE WRITE DIRECTLY ON THIS FORM AND FAX TO**
**@ 702.486.3246**

**CONFIRMED WITH REGISTRAR**_____

***See "General Instructions" regarding Adjusted Diploma recipients, F-1 Visa students, and other nonpermanent immigrant visas students.**

FOR THE GRADUATING CLASS OF 2006

# GENERAL INSTRUCTIONS

## STANDARD/ ADVANCED DIPLOMA FORM

**When submitting your district data, list only students who have met the following three criteria:**

- **Graduated with a diploma from a Nevada public or private high school**
- **Passed all areas of the Nevada High School Proficiency Exam**
- **Achieved at least an overall 3.10 GPA or above (weighted or unweighted)**

### Instruction Set 1

| | |
|---|---|
| SSN (Social Security Number): | Please provide if available. |
| HID (High School Student ID Number): | Please provide if available. |
| Last, First, and Middle Names: | **Required** |
| Mailing Address: | Please provide complete mailing address: **address, city, state and, zip code.** |

### Instruction Set 2

Phone: Please provide if available.

### Instruction Set 3

DOB (Date of Birth): **Required:** Format as the following:

| | |
|---|---|
| **DOB (Month)** | **example: 01 (for Jan)** |
| **DOB (Day)** | **example: 09** |
| **DOB (Year)** | **example: 1988** |

**Please keep DOB in this format for correct calculation.**

**GradYear:** **Required: Format as follows YYYY** **Example: 2006**

### Instruction Set 4

School: [State Code] **Required:** Use State of Nevada assigned code or district code. (Please provide a High School Code list if you decide to submit your district code.)

District: [State Code] **Required:** Use State of Nevada assigned code.

### Instruction Set 5

Resident: [Yes/UN] **Required:** Please enter **Yes** if you can confirm that the student has been a resident for 2 of his or her high school years (4 complete semesters). **UN** if you cannot confirm the student's residency*.

Proficiency Exam: [Yes/No] **Required:** Please enter **Yes** if you can confirm that the student passed all areas of the exam. **No** if you confirm he or she did not pass all areas of the exam.

### Instruction Set 6

**GPAUN, GPAWT:** **Required:** Please provide weighted or unweighted GPA. Please provide both if available. A student is eligible with a 3.10 weighted or unweighted GPA.

*Adjusted diploma recipients may be submitted if they have passed all areas of the Nevada High School Proficiency Exams; F-1 Visa students are not eligible. Please call 702-486-3383 regarding students on other nonpermanent **immigrant visas**

**FOR THE GRADUATING CLASS OF 2006**

**Office of the State Treasurer**

Governor Guinn Millennium Scholarship Program

**Public and Private High School**

Data Requirement Form

F-1 Visa Students

And

Adjusted Diploma Recipients

F-1 Visa students: **Are not eligible for the Governor Guinn Millennium Scholarship.**

**Please contact our office regarding the eligibility of students on other nonpermanent immigrant visas.**

Adjusted Diplomas recipients**:** **In order to be eligible, students who receive an adjusted diploma must also pass all areas of the of the Nevada High School Proficiency exam.**

If you have any question regarding the above, please contact Christy Thurston at (702) 486-3383.

# NOW ONLINE!!!

## *Students Can Now Submit Acknowledgement of Award Forms ONLINE!*

**Submit your Acknowledgment of Award form online at:**
**http://NevadaTreasurer.gov**

1. **Click on the Millennium Scholarship icon.**
2. **Click on "Submit your Acknowledgment of Award Online" and follow instructions.**

- ✓ **Please *DO NOT* return the Acknowledgment of Award form by mail if you submit the document online.**
- ✓ **To find your Millennium Scholarship ID Number (MSID), please check your Award Certificate.**

***Questions?*** **Please e-mail us at: Support-Millennium_Scholarship@NevadaTreasurer.gov or call toll-free 888-477-2667; in southern Nevada call 486-3383.**

# Governor Guinn Millennium Scholarship Program
# Initial Eligibility Appeal Form

**Millennium Scholarship: Policy and Procedures**
Board of Regents' Handbook
Title 4, Chapter 18, Section 19

19.1 Eligibility requirements for Nevada high school graduates.

19.1.1 To be eligible for a Governor Guinn Millennium Scholarship, a student must meet all of the following requirements:

a. graduate[1] with a diploma from a public or private high school in Nevada after May 1, 2000[2];
b. complete high school, with at least a 3.0 weighted or unweighted grade-point average, on a 4.0 scale in the core curriculum as defined in section 19.1.2 if the student graduated prior to the graduating class of 2005;
c. complete high school, with at least a 3.1 weighted or unweighted grade point average, on a 4.0 grading scale in the core curriculum as defined in section 19.1.2, if the student was a member of the graduating class of 2005 or 2006; or
d. complete high school, with at least a 3.25 weighted or unweighted grade-point average, on a 4.0 grading scale in the core curriculum as defined in section 19.1.2, if the student would have been a member of the graduating class of 2007 or a later graduating class.
e. pass all areas of the Nevada High School Proficiency Examination; and
f. have been a resident of Nevada, as defined by the residency requirements in Title 4, Chapter 15, for at least two years of high school.

19.1.2 All high school credit bearing courses accepted toward fulfilling the high school's graduation requirements will be used in calculating the final grade point average.

19.2 Eligibility requirements for students who are not high school graduates.

19.2.1 To be eligible for a Governor Guinn Millennium Scholarship, a student who is not a high school graduate must meet all of the following requirements:

a. would have graduated from high school after May 1, 2000 had the student been enrolled in high school;
b. receive an enhanced ACT composite score of 21 or higher or a combined recentered SAT score of 990 or higher;
c. have at least a 3.0 weighted or unweighted grade point average on a 4.0 grading scale in all courses completed in a Nevada high school as defined in section 18.1.2 if the student graduated prior to the graduating class of 2005;
d. have at least a 3.10 weighted or unweighted grade-point average on a 4.0 grading scale in all courses completed in a Nevada high school as defined in section 18.1.2 if the student was a member of the graduating class of 2005 or 2006; or
e. have at least a 3.25 weighted or unweighted grade-point average on a 4.0 grading scale in all courses completed in a Nevada high school as defined in section 18.1.2 if the student was a member of the graduating class of 2007 or a later graduating class;
f. pass all areas of the Nevada High School Proficiency Examination; and
g. have been a resident of Nevada, as defined by the residency requirements in Title 4, Chapter 15, for at least two years of the normal years of high school attendance.

19.3 Eligibility requirements for students whose family or legal guardian is a resident of the State of Nevada and who graduate from high school out-of-state.

19.3.1 To be eligible for a Millennium Scholarship, a student who is not a Nevada high school graduate, but whose family or legal guardian is a resident of the State of Nevada, must meet all of the following requirements:

a. Graduate with a diploma from a public or private high school after May 1, 2000;
b. Complete high school, with at least a 3.0 weighted or unweighted grade point average, on a 4.0 grading scale in the core curriculum as defined in section 18.1.2 if the student graduated prior to the graduating class of 2005;
c. Complete high school, with at least a 3.1 weighted or unweighted grade point average, on a 4.0 grading scale in the core curriculum as defined in section 18.1.2 if the student was a member of the greaduating class of 2005 or 2006; or
d. Complete high school, with at least a 3.25 weighted or unweighted grade point average, on a 4.0 grading scale in the core curriculum as defined in section 18.1.2 if the student was a member of the graduating class of 2007 or a later graduating class;
e. Pass all areas of the Nevada High School Proficiency Examination, and
f. Establish residency by:
    1. Providing evidence that a parent has been a resident of the State of Nevada, as defined by the residency requirements in Title 4, Chapter 15, for the last two years of the student's high school attendance and verifying financial dependence on the parent, or
    2. Providing evidence that a parent who is a member of the Armed Forces of the United States, on active duty, and stationed outside Nevada as a result of a permanent change of duty station pursuant to military orders, was a resident of the State of Nevada at the time of enrollment in the Armed Forces and has continued to maintain Nevada as the official state of residence.

**The Governor Guinn Millennium Scholarship Appeals Committee cannot waive these requirements.** If you feel a factual error has been made regarding your eligibility, please complete the information on pages 3 and 4 of this form and submit it with the appropriate documentation.

[1] Students who graduate with a diploma from a program for adult learners are eligible for the Millennium Scholarship if (1) received their high school diploma within four years of the regularly scheduled graduation date of their class, and (2) meet the remaining conditions of 19.1.1.
[2] Students who graduate with the class of 2000 are eligible for a Millennium Scholarship regardless of when they completed their course work.

# Governor Guinn Millennium Scholarship Program
# Initial Eligibility Appeal Form

AN (System Assigned)_____

Student Name _____ Social Security No. _____ Date _____

**(Please Print or Type)**

**Mailing Address _____ Phone No. _____**

**High School _____Cumulative GPA_____ Graduation Date_____**

1. Please check:

___ An error was made in the calculation of my GPA and my high school is sending supporting documentation.

___ An error was made in my Nevada High School Proficiency Exam scores and the testing agency is sending supporting documentation.

___ An error was made in my ACT/SAT scores and the testing agency is sending supporting documentation.

___ An error was made in the determination of my Nevada two year residency. I have completed the Declaration of Residency (page 4) and attached supporting documentation. If I am using high school transcripts to establish residency, my high school is sending official transcripts directly to the Governor Guinn Millennium Scholarship Appeals Committee address below.

2. On the lines below, or on an attached sheet of paper, write in your own words the factual basis for your appeal and attach supporting documentation.

_____

_____

_____

___

3. Submit this form and other appropriate documentation supporting your appeal to:

Governor Guinn Millennium Scholarship Appeals Committee
NSHE Administration Office
2601 Enterprise Road
Reno, Nevada 89512
FAX 775-784-1127

4. Within 30 days of receipt of this form, you will be contacted regarding the status of your appeal and further instructions.

* * *

A hearing may be scheduled regarding your appeal, if necessary. Notice of an appeal hearing is required as described below. In order to expedite your appeal, you may wish to waive the notice requirement. If you do not wish to waive the notice requirement, it will not affect the outcome of your appeal. Please carefully read the following information:

I understand that in order to protect my privacy, an appeal will be heard by the Governor Guinn Millennium Scholarship Appeals Committee in a closed session. I further understand that in accordance with NRS 241.033, I am entitled to receive notice of the date and time of the hearing by certified mail 21 working days before the meeting or by personal delivery to me 5 working days before the meeting. By signing below, I hereby waive this notice requirement and request that the appeal be heard by the Committee as soon as possible. I understand that I will be notified of the date and time the appeal will be heard.

Dated this ____day of _____, 20__.

_____ _____

Student Signature Parent/Guardian Signature

# Governor Guinn Millennium Scholarship Program
# Initial Eligibility Appeal Form

Complete this section if a factual error has been made in the determination of your residency status and attach documentation that presents evidence of Nevada residency. Examples of factors which may be considered when reviewing an appeal for Nevada residency are provided below the Declaration of Residency section. **If you are a graduate of an out-of-state high school and are claiming Nevada residency through a parent, you must also attach copies of your parent's tax returns with you listed as a dependent for two years immediately prior to this appeal, in addition to any other documents supporting your parent's Nevada residency.**

## Declaration of Residency

I hereby declare that I or my parents have abandoned any domicile or residence in any state or commonwealth of the United States other than the State of Nevada and I further certify that I or my parents have established a bona fide domicile or residence in the State of Nevada with the intent of making Nevada our true, fixed and permanent home and place of habitation, having clearly abandoned our former domicile or residence and having no intent to make any other location outside the State of Nevada my home and habitation.

I further certify that my parents or I have been domiciled or a resident in the State of Nevada for at least two years during high school or during the normal years of high school attendance and that, therefore, we have been physically present and residing in Nevada for that entire period of time, excluding temporary, short-term absences for business or pleasure.

Signing a Declaration of Residency is not conclusive proof of residency and is only a factor to be considered under the Regulations for Determining Residency and Tuition Charges, as set forth in Title 4, Chapter 15 of the Board of Regents Policy Statements.

Dated this _____day of_____, 20___.

_____ _____

Student Signature Parent Signature

Notice

Filing a false Declaration of Residency will result in the re-payment of the Governor Guinn Millennium Scholarship, loss of eligibility for the Governor Guinn Millennium Scholarship, payment of non-resident tuition for the period of time the student was enrolled as a resident student and may also lead to disciplinary sanctions under Chapter Six of the University and Community College System of Nevada Code. Disciplinary sanctions include a warning, reprimand, probation, suspension or expulsion.

The following are factors which may be considered for Nevada residency for purposes of the Governor Guinn Millennium Scholarship:

a. Continuous presence in Nevada for two years.
b. Employment in Nevada for two years immediately prior to the date of this appeal, including the last year of high school.
c. Conducting a business in Nevada.
d. Admission to a licensed practicing profession in Nevada.
e. Registration or payment of taxes or fees on motor vehicle, mobile home, travel trailer, boat or any other item of personal property owned or used by the person, for which state registration or payment of state tax or fee is required for two years immediately prior to the date of this appeal.
f. Ownership, alone or with a spouse, of a home in Nevada.
g. Address listed on a true and correct copy of a federal income tax return for the two calendar years immediately prior to the date of this appeal.
h. Address listed on selective service registration.
i. Active member in professional, business, civic, social or other organizations located in Nevada.
j. Maintaining active savings and checking accounts in Nevada financial institutions for at least two years immediately prior to this appeal.

If you have questions about eligibility for a Governor Guinn Millennium Scholarship, please contact the Governor Guinn Millennium Scholarship office in Las Vegas,702- 486-3383 or toll free in State, 1-888-477-2667, or email: millennium@NevadaTreasurer.gov. If you have specific questions about your appeal, please contact the UCCSN Administration office Reno, 775-784-4901.

19.6 Millennium Scholarship lifetime limits

19.6.1 The maximum total Millennium Scholarship award is $10,000.

19.6.2 All qualified students, who graduated from high school on or before May 1, 2003, may receive a Millennium Scholarship during the eight academic years following (a) their high school graduation date [3] or (b) the date when they satisfied the requirements of section 19.2.

19.6.3 All qualified students, who graduated from high school after May 1, 2003, may receive a Millennium Scholarship during the six academic years following (a) their high school graduation date [4] or (b) the date when they satisfied the requirements of section 19.2.

(B/R 8/03)

An exception to the limitations of 19.6.2 and 19.6.3 is made for qualified students who serve on active duty in the United States Armed Forces. Time served on active duty, not to exceed six years, will no apply to the limitations in 19.6.2 and 19.6.3.
(B/R 8/03)

[3] In the case of a student graduating from a program for adult learners (see section 18.1.1), on or before May 1, 2003, the eight-year period is the period following the regularly scheduled graduation date of the student's original high school class. (B/R 8/03)

[4] In the case of a student graduating from a program for adult learners (see section 18.1.1), on or before May 1, 2003, the six-year period is the period following the regularly scheduled graduation date of the student's original high school class. (B/R 8/03)

# Governor Guinn Millennium Scholarship Program
# Military Duty Application for Extension

AN (System Assigned)_____

Student Name _____ Social Security No. _____ Date _____
**(Please Print or Type)**
**Mailing Address** _____

**Phone No.** _____ **High School** _____ **Graduation Date** _____

1. Please check:

___ An extension is requested to the academic year limit to receive the Millennium Scholarship because of military duty pursuant to Board of Regents Handbook Title 4, Chapter 18, Section 19.6.

2. Attach supporting documentation. Examples of supporting documentation include: DD-214(Discharge orders) –OR- a copy of activation orders –OR- Temporary Duty Assignment (TDY) orders.

3. Submit this form and other appropriate documentation supporting your appeal to:

Governor Guinn Millennium Scholarship Appeals Committee
NSHE Administration Office
2601 Enterprise Road
Reno, Nevada 89512
FAX 775-784-1127

5. Within 30 days of receipt of this form, you will be contacted regarding the status of your application and further instructions.

* * *

A hearing may be scheduled regarding your appeal, if necessary. Notice of an appeal hearing is required as described below. In order to expedite your appeal, you may wish to waive the notice requirement. If you do not wish to waive the notice requirement, it will not affect the outcome of your appeal. Please carefully read the following information:

I understand that in order to protect my privacy, an appeal will be heard by the Governor Guinn Millennium Scholarship Appeals Committee in a closed session. I further understand that in accordance with NRS 241.033 and NRS 241.034, I am entitled to receive notice of the date and time of the hearing by certified mail 21 working days before the meeting or by personal delivery to me 5 working days before the meeting. By signing below, I hereby waive this notice requirement and request that the appeal be heard by the Committee as soon as possible. I understand that I will be notified of the date and time the appeal will be heard.

Dated this ____day of _____, 20__.

_____ _____
Student Signature Parent/Guardian Signature

**For NSHE System Administration Use ONLY:**
Approved: ___ Yes ___ No If not, state reason: _____
Discharge documentation submitted ___ Yes ___ No Date _____
Entered By: _____ Title: _____
Hearing recommended: ___ Yes ___ No If not, state reason: _____
Date Student Notified: _____ Date Copy sent to Treasurer's Office: _____
Number of years to extend Millennium Scholarship: _____

# GOVERNOR GUINN MILLENNIUM SCHOLARSHIP PROGRAM

*A Partnership between the Office of the State Treasurer, the Nevada System of Higher Education and Sierra Nevada College*

## Millennium Students with Documented Disabilities Form

## Title 4, Chapter 19

This form may be used by Governor Guinn Millennium Scholarship students enrolled in a degree or certificate program at an eligible institution who are requesting to enroll with Governor Guinn Millennium Scholarship support in fewer than the minimum semester credit hours or an extension of the expiration date for funding. As stated in the NSHE Governor Guinn Millennium Scholarship Policy and Procedures of the Board of Regents:

> ***19.9 … Students who have documented physical or mental disabilities or who were previously subject to an individual education program under the Individual with Disabilities with Education Act, 20 U.S.C. §§ 1400 et seq., or plan under Title V of the Rehabilitation Act of 1973, 29 U.S.C. §§ 791 et. seq. are to be determined by the institution to be exempt from the following Millennium Scholarship eligibility criteria:***
>
> ***a. application limitation following high school graduation set forth in section 19.1.3;***
> ***b. minimum semester credit hour enrollment levels set forth in section 19.5 and 19.13©; and***
> ***c. time limits for expending funds set forth in sections 19.6.2 and 19.6.3***

**STUDENT SECTION:**

**Instructions**

**Step 1:** Complete this form with the Student Disabilities Officer of your institution. You must **recertify** with the Student Disabilities Office each semester.

**Step 2:** Submit this form to the Financial Aid Office of your institution.

**Step 3:** The Financial Aid Office at the institution will submit this form and required documentation to the Governor Guinn Millennium Scholarship Program at the Office of the State Treasurer. Once approved, the Financial Aid Office of your institution will make payment from your scholarship for the coursework at that institution.

Name of Institution_____

Name_____Telephone_____

Permanent Address:_____

SSN#_____Millennium Scholarship ID #_____

Semester and Year of Request_____

If approved, I understand that I will be paid my Governor Guinn Millennium Scholarship for the number of approve credits at this campus at the appropriate per credit amount.

- I must satisfactorily earn credit for all course work funded and approved on the "Documented Disabilities" form.
- I must maintain a cumulative 2.0 GPA if eligible on or before May 1, 2003; maintain a 2.60 semester grade point average each semester during my first year of enrollment (first year is defined as less than 30 credit hours earned) or a 2.75 semester grade point average for each semester thereafter.
- Failure to meet the requirements of this agreement will result in my ineligibility for the scholarship. I must then follow the procedure for reinstatement.

Student Signature _____Date_____

**DISABLITY RESOURCE CENTER SECTION:**

Semester and Year Approved_____Number of Approved Credits: _____

Disability Resource Official Signature_____Date _____

Printed Name_____Title_____Telephone_____

**For Financial Aid Office Use ONLY:**

Approved: ___ Yes ___ No If not, state reason: _____

Approved By: _____ Title: _____

Date copy sent to Treasurer's Office_____

# GOVERNOR GUINN MILLENNIUM SCHOLARSHIP PROGRAM

*A Partnership between the Office of the State Treasurer, the Nevada System of Higher Education, and Sierra Nevada College*

## DUAL ENROLLMENT FORM

This form is used by Governor Guinn Millennium Scholarship students enrolled in a degree or certificate program at an eligible institution to request to enroll with Millennium Scholarship support at another eligible institution for required coursework. As stated in the NSHE Governor Guinn Millennium Scholarship Policy and Procedures of the Board of Regents:

> ***19.9 … An exception to the requirements of 19.5 is made for a student who is a Governor Guinn Millennium Scholar at an institution where a course not taught by that institution is a requirement of the student's program. In that case, the required course, with the approval of the student's institution, may be taken with Millennium Scholarship support at a different eligible institution."***

The "home institution" is the eligible university/college from which you intend to receive your degree. That institution requires course(s) for the degree you are pursuing that are **never offered at that institution.**

The "host institution" is the eligible college/university that offers that required course(s). You will complete the course(s) and transfer the credit(s) to the "home institution".

**STUDENT SECTION:**

**Instructions**

**Step 1:** Register for the courses at both institutions.

**Step 2:** Complete the following information and submit this form to the Financial Aid Office of your **HOME** institution. Attach a copy of the "requirements for graduation" sheet or verification from your academic advisor that the course is required but never offered on your campus.

**Step 3:** The Financial Aid Office of the **Home** institution will notify you, the **Host** institution and the Governor Guinn Millennium Scholarship Program at the Office of the State Treasurer of the decision. If your request is approved, the Financial Aid Office of the **HOST** institution will remit your scholarship for the coursework at that institution.

Name: _____ Telephone: _____

Permanent Address: _____

SSN#: _____ Millennium Scholarship ID #: _____

Semester/Year of Request: _____

HOME Institution

Name of University/College: _____ Major and degree: _____

Expected Date of Graduation: _____ Number of Credits for which you have registered this semester: _____

HOST Institution

Name of University/College: _____

Title and Number of the Required Course(s): _____

Number of Required Credits: _____

If approved, I understand that I will be paid my Governor Guinn Millennium Scholarship by each institution for the credits taken at their campus at the appropriate per credit amount.

- I must satisfactorily complete any course work funded and approved on the "Dual Enrollment" form.
- I must earn a minimum total of 12 credits between the two institutions.
- I must maintain a cumulative 2.0 gpa if eligible on or before May 1, 2003; maintain a 2.60 semester grade point average each semester during my first year of enrollment (first year is defined as less than 30 credit hours earned) or a 2.75 semester grade point average for each semester thereafter at the Home and Host Institutions.
- Failure to meet the requirements of this agreement will result in my ineligibility for the scholarship. I must then follow the procedure for reinstatement.

_____ _____

Student Signature Date

**For Financial Aid Office Use ONLY:**

**HOME Institution:**

Approved: ___ Yes ___ No If not, state reason: _____

Approved By: _____ Title: _____

Date Student Notified: _____ Date Copy sent to Treasurer's Office: _____ Date Copy sent to Host Institution: _____

**HOST Institution:**

Date Received from Home Institution: _____

# GOVERNOR GUINN MILLENNIUM SCHOLARSHIP PROGRAM

*A Partnership between the Office of the State Treasurer, NSHE, and Sierra Nevada College*

## AUTHORIZATION TO CORRECT STUDENT RECORD

**If an exception occurs during the semester in which the student is currently enrolled or before the subsequent semester ends, this form is NOT needed and the financial aid office at the institution can make the appropriate adjustment to the student's account through normal procedures. This form is to be used by eligible institutions to document funds disbursed to students who have obtained approval to receive Governor Guinn Millennium Scholarship funds after the time period mentioned above. (100% REFUNDS and INCOMPLETE GRADES need to be submitted on FORM 1B.)**

**Procedures for Exceptions:**

**Step 1:** Institution determines that a student is eligible for reimbursement of Governor Guinn Millennium Scholarship funds.
**Step 2:** The financial aid office completes this form and faxes it to the Governor Guinn Millennium Scholarship Program in the Office of the State Treasurer, fax number 702-486-3246.
**Step 3:** The Treasurer's staff reviews the request and documents their determination in INSTEP.
**Step 4:** The Treasurer's staff indicate approval or denial on the form, sign and return the form via fax to the eligible institution.
**Step 5:** Upon receipt of Treasurer's Office approval, the eligible institution provides the student with a reimbursement.
**Step 6:** NSHE institutions fax the form to NSHE System Administration financial representative Gordon Hill, fax number 775-784-1127. Sierra Nevada College provides a copy to financial representative Julie Beckman.
**Step 8:** Reconciliations for past terms are provided at the regularly scheduled "Term and Annual Reconciliations."

**College Financial Aid Office:**

Eligible Institution: _____

Student Name: _____

MSID #: _____

Social Security Number: _____

Disbursement Amount: _____

Semester Requested for Reimbursement (list Fall and/or Spring and Year): _____

Please explain extenuating circumstances:

_____

_____

College Official Signature: _____ Date: _____
Financial Aid Officer

Phone Number: _____ Fax Number: _____

**Treasurer's Office:**

Treasurer's Office Approval: Yes No If no, reason: _____

Treasurer's Office Official Signature: _____ _____

Governor Guinn Millennium Scholarship Program Executive Director — Date

***Please attach at copy of the student's "took" screen for the appropriate term and fax to (702) 486-3246, attention Christy Thurston.***

## *GOVERNOR GUINN MILLENNIUM SCHOLARSHIP PROGRAM*
**A Partnership between the Office of the State Treasurer, NSHE, and Sierra Nevada College**
## *100 % REFUND AND INCOMPLETE GRADES*

### ˺ 100% REFUND*

**Procedures for 100% Refund:**
**If an exception occurs during the semester in which the student is currently enrolled or before the subsequent semester ends, this form is NOT needed and the financial aid office at the institution can make the appropriate adjustment to the student's account through normal procedures.**

**Step 1:** Institution determines a student is eligible for a full refund, based upon approval of campus committee, and submits this form to the State Treasurer's Office.
**Step 2:** State Treasurer's Office reviews the information.
**Step 3:** Institution processes refund,.
**Step 4:** State Treasurer's Office, Program Officer I, grants student an appeal in INSTEP.
**Step 5:** State Treasurer's Office, Program Officer I, corrects student record in INSTEP, and records full refund explanation in INSTEP under "NOTES".

***Institution*** _____

***Term:*** _____ ***Year:*** _____

***Name (last, first):*** _____

***MSID#:*** _____ ***Social Security Number*** _____

***Dollar Amount:*** (Credited by the Institution) $ _____ ***Date Credited:*** _____

---

***Justification:*** _____

***Approved By:***

_____
Financial Aid Director or Designee State Treasurer's Staff

***Official documentation for students who receive campus committee approval for an exception to the 100% refund deadline must be submitted prior to the annual reconciliation deadline for that term. Manual adjustments are not permitted after that deadline. State Treasurer's staff will enter information in NOTES in Instep.**

---

### ˺ INCOMPLETE GRADES

**Procedures for Converting Incomplete Grades Manually after SIS/INSTEP Deadline:**
**If an exception occurs during the semester in which the student is currently enrolled or before the subsequent semester ends, this form is NOT needed and the financial aid office at the institution can make the appropriate adjustment to the student's account through normal procedures.**

**Step 1:** Institution determines a student has had an "incomplete" converted to a letter grade.
**Step 2:** Institution submits this form to State Treasurer's Office.
**Step 3:** State Treasurer's Office confirms accuracy of data submitted with campus representative.
**Step 4:** Institution sends confirmation of disbursement to State Treasurer's Office.
**Step 5:** State Treasurer's Office manually updates student record and puts explanation in INSTEP under "NOTES".

***Institution:*** _____

***Term:*** _____ ***Year:*** _____

***Name (last, first):*** _____

***MSID#:*** _____ ***Social Security Number*** _____

***Dollar Amount:*** (Credited by the Institution) $ _____ ***Date Credited:*** _____

***Justification:*** _____

***Approved By:***

_____ _____
Institution Official Signature State Treasurer's Staff

***Please attach a copy of the student's "took" screen for the appropriate term and fax to (702) 486-3246, attention Christy Thurston***

*June 2006*

# GOVERNOR GUINN MILLENNIUM SCHOLARSHIP PROGRAM

## ACKNOWLEDGMENT OF AWARD

**Classes of 2000, 2001, 2002, 2003 (on or before May 1, 2003)**

***(Please complete this form online or return this copy to the Office of State Treasurer Brian K. Krolicki)***

By signing and returning this form you are acknowledging acceptance of the Millennium Scholarship and the policies that govern the scholarship. The policies governing your award are those contained in the *Millennium Scholarship Policy and Procedures of the Board of Regents,* which can be located on our website http://NevadaTreasurer.gov. Central elements of the Regents' policy are summarized below. During the period of your eligibility as a Millennium Scholar, information about you will be shared between the State Treasurer's Office and eligible institutions. **(____ initial here)**

### SCHOLARSHIP AWARD*

- I may use the scholarship for undergraduate study at any eligible institution listed on the student copy of the *Acknowledgement of Award* form.
- I must be enrolled in a program leading to a recognized associate degree, baccalaureate degree or pre-baccalaureate certificate.
- To receive the scholarship I must enroll in a minimum of 6 credits per semester at a NSHE community college **or** 12 credits at another eligible institution. **(Effective Fall 2005, students will no longer be able to use Millennium Scholarship funds to pay for remedial classes. Check with your institution to identify remedial courses.)**
- The dollars awarded per credit hour are: a) $40 in lower division courses and $60 in upper division courses at a NSHE community college; b) $60 per credit at a NSHE state college and c) $80 per credit at another eligible institution. **(Effective January 1, 2006, Millennium funding is limited to a maximum of 12 credits per semester counting coursework at all institutions.)**
- I have eight years following my high school graduation date to use my scholarship, or for a non-traditional adult learner eight years after the expected graduation date of his or her original high school class for those regularly scheduled to graduate after May 1, 2000.
- The lifetime total amount of the scholarship is $10,000.
- The scholarship will be applied to my eligible institution at the beginning of each semester (excluding summer) to pay for my fees and other eligible institution or college financial obligations. If the scholarship is less than my total institutional financial obligation, I will pay the balance according to the policies of the eligible institution I attend. **(Summer school will be funded. For procedures check online at http://NevadaTreasurer.gov.)**
- If I have been offered other financial assistance, my financial assistance may be revised to accommodate the Millennium Scholarship.
- I am responsible for obtaining academic advisement at the campus I attend.
- I am responsible for checking the State Treasurer's website or calling the Millennium Scholarship Program for current information. (___ initial here)

### MAINTAINING ELIGIBILITY*

- To maintain eligibility for the scholarship each semester (excluding summer), I must meet the following criteria at each institution where I am receiving Millennium Scholarship funds:
  - **(1) satisfactorily complete the minimum number of required credits each semester (see above);**
  - (2) maintain a cumulative 2.0 GPA*; and
  - (3) make satisfactory progress toward a recognized associate degree, baccalaureate degree or pre-baccalaureate certificate.
- If I become ineligible for the scholarship at any eligible institution, I am ineligible at all eligible institutions. Failure to meet the requirements for maintaining eligibility of the Millennium Scholarship is not subject to appeal. (_____ initial here)

### REGAINING ELIGIBILITY

- As of Fall 2005, all Millennium Scholars will be able to regain their scholarship only one time after losing eligibility. If a student loses eligibility a second time, the student will no longer be eligible. For detailed information on regaining eligibility please check online at http://NevadaTreasurer.gov. (_____ initial here)

### NAMES OF MILLENNIUM SCHOLARS – PUBLIC RELEASE

**In some circumstances it may be desirable to publicize the names of individuals who have earned a Millennium Scholarship. However, individual names will only be made public with the consent of the Millennium Scholar. Circle 'yes' if you are willing to have your name released, 'no' if you do not want your name released. Your decision on this matter is in no way connected to your receipt of the Millennium Scholarship.** YES NO (_____ initial here)

In accepting the award, I acknowledge and understand all of the conditions stated above. I understand and agree that my rights, obligations and benefits as a Millennium Scholar are subject to any changes in state law, policies adopted by the NSHE Board of Regents, availability of funding and any related matters hereto. **(____ initial here)**

I understand and have met all eligibility requirements. I understand that if I have not met all requirements and funds have been disbursed, I may be responsible for repayment of these funds to the State Treasurer's Office.

**This award is contingent upon the Board of Regents' certification of your eligibility consistent with applicable law.**
**Millennium Scholarship Identification Number (Msid#) -please refer to your award certificate)**_____

Student's Signature_____Date_____

Printed Name (Please print clearly) _____

Address_____

(Street) (City) (State) (Zip)

☐ *This is my new, permanent address. Please update your records.*

**Date of Birth** _____ **SSN#** _____ **Telephone** _____

- **At this time I intend to enroll as a degree-seeking student at the following institution(s):** Community College of Southern Nevada _____, Great Basin College ____, Nevada State College ____, Sierra Nevada College ____, Truckee Meadows Community College ____, University of Nevada Las Vegas ____, University of Nevada Reno ____, or Western Nevada Community College____. I understand that if I choose not to utilize my scholarship I **must** notify the Financial Aid office of the institution I plan to attend each semester. . (_____ initial here)

** Per NRS 396.930*

**Process this form AS SOON AS POSSIBLE ONLINE at http://NevadaTreasurer.gov or FAX to: (702) 486-3246**
Office of State Treasurer Brian K. Krolicki
(888) 477-2667 or (702) 486-3383
Rev. 49 (03/03)

# GOVERNOR GUINN MILLENNIUM SCHOLARSHIP PROGRAM
# ACKNOWLEDGMENT OF AWARD

**Classes of 2000, 2001, 2002, 2003 (on or before May 1, 2003)**

## *(Retain this copy for your records)*

By signing and returning the first page of this form you are acknowledging acceptance of the Millennium Scholarship and the policies that govern the scholarship. The policies governing your award are those contained in the *Millennium Scholarship Policy and Procedures of the Board of Regents,* which can be located on our website http://NevadaTreasurer.gov . Central elements of the Regents' policy are summarized below. During the period of your eligibility as a Millennium Scholar, information about you will be shared between the State Treasurer's Office and eligible institutions.

### SCHOLARSHIP AWARD*

- I may use the scholarship for undergraduate study at any eligible institution listed on the student copy of the *Acknowledgement of Award* form.
- I must be enrolled in a program leading to a recognized associate degree, baccalaureate degree or pre-baccalaureate certificate.
- To receive the scholarship I must enroll in a minimum of 6 credits per semester at a NSHE community college **or** 12 credits at another eligible institution. **(Effective Fall 2005, students will no longer be able to use Millennium Scholarship funds to pay for remedial classes. Check with your institution to identify remedial courses.)**
- The dollars awarded per credit hour are: a) $40 in lower division courses and $60 in upper division courses at a NSHE community college; b) $60 per credit at a NSHE state college and c) $80 per credit at another eligible institution. **(Effective January 1, 2006, Millennium funding is limited to a maximum of 12 credits per semester counting coursework at all institutions.)**
- I have eight years following my high school graduation date to use my scholarship, or for a non-traditional adult learner eight years after the expected graduation date of his or her original high school class for those regularly scheduled to graduate after May 1, 2000.
- The lifetime total amount of the scholarship is $10,000.
- The scholarship will be applied to my eligible institution at the beginning of each semester (excluding summer) to pay for my fees and other eligible institution or college financial obligations. If the scholarship is less than my total institutional financial obligation, I will pay the balance according to the policies of the eligible institution I attend. **(Summer school will be funded. For procedures check online at http://NevadaTreasurer.gov.)**
- If I have been offered other financial assistance, my financial assistance may be revised to accommodate the Millennium Scholarship.
- I am responsible for obtaining academic advisement at the campus I attend.
- I am responsible for checking the State Treasurer's website or calling the Millennium Scholarship Program for current information.

### MAINTAINING ELIGIBILITY*

- To maintain eligibility for the scholarship each semester (excluding summer), I must meet the following criteria at each institution where I am receiving Millennium Scholarship funds:
  - **(1) satisfactorily complete the minimum number of required credits each semester (see above);**
  - (2) maintain a cumulative 2.0 GPA*; and
  - (3) make satisfactory progress toward a recognized associate degree, baccalaureate degree or pre-baccalaureate certificate.
- If I become ineligible for the scholarship at any eligible institution, I am ineligible at all eligible institutions. Failure to meet the requirements for maintaining eligibility of the Millennium Scholarship is not subject to appeal. (_____ initial here)

### REGAINING ELIGIBILITY

- As of Fall 2005, all Millennium Scholars will be able to regain their scholarship only one time after losing eligibility. If a student loses eligibility a second time, the student will no longer be eligible. For detailed information on regaining eligibility please check online at http://NevadaTreasurer.gov.

### NAMES OF MILLENNIUM SCHOLARS – PUBLIC RELEASE

**n some circumstances it may be desirable to publicize the names of individuals who have earned a Millennium Scholarship. However, individual names will only be made public with the consent of the Millennium Scholar. Circle 'yes' if you are willing to have your name released, 'no' if you do not want your name released.**

---

**Your decision on this matter is in no way connected to your receipt of the Millennium Scholarship.**

In accepting the award, I acknowledge and understand all of the conditions stated above. I understand and agree that my rights, obligations and benefits as a Millennium Scholar are subject to any changes in state law, policies adopted by the NSHE Board of Regents, availability of funding, and any related matters hereto.

I understand and have met all eligibility requirements. I understand that if I have not met all requirements and funds have been disbursed, I may be responsible for repayment of these funds to the State Treasurer's Office.

**This award is contingent upon the Board of Regents' certification of your eligibility consistent with applicable law.**

**Millennium Scholarship Identification Number (Msid#) -please refer to your award certificate)**_____

Students may use their Millennium Scholarship at the following eligible institutions:

Community College of Southern Nevada (702) 651-5555
Great Basin College (775) 753-2399
Nevada State College (702) 992-2000
Sierra Nevada College (775) 831-7799 Ext. 4066
Truckee Meadows Community College (775) 673-7072
University of Nevada, Las Vegas (702) 895-4253
University of Nevada, Reno (775) 784-4666 Ext. 3006
Western Nevada Community College (775) 445-3263

***Per NRS 396.930***

Office of State Treasurer Brian K. Krolicki
(888) 477-2667 or (702) 486-3383 or **(702) 486-3246 Fax**

# GOVERNOR GUINN MILLENNIUM SCHOLARSHIP PROGRAM

## ACKNOWLEDGMENT OF AWARD

**Classes of 2003 (after May 1, 2003), 2004, 2005, 2006**

***(Please complete this form online or return this copy to the Office of State Treasurer Brian K. Krolicki)***

By signing and returning this form you are acknowledging acceptance of the Millennium Scholarship and the policies that govern the scholarship. The policies governing your award are those contained in the *Millennium Scholarship Policy and Procedures of the Board of Regents,* which can be located on our website http://NevadaTreasurer.gov. Central elements of the Regents' policy are summarized below. During the period of your eligibility as a Millennium Scholar, information about you will be shared between the State Treasurer's Office and eligible institutions. **(____ initial here)**

### SCHOLARSHIP AWARD*

- I may use the scholarship for undergraduate study at any eligible institution listed on the student copy of the *Acknowledgement of Award* form.
- I must be enrolled in a program leading to a recognized associate degree, baccalaureate degree or pre-baccalaureate certificate.
- To receive the scholarship I must enroll in a minimum of 6 credits per semester at a NSHE community college **or** 12 credits at another eligible institution. **(Effective Fall 2005, students will no longer be able to use Millennium Scholarship funds to pay for remedial classes. Check with your institution to identify remedial courses.)**
- The dollars awarded per credit hour are: a) $40 in lower division courses and $60 in upper division courses at a NSHE community college; b) $60 per credit at a NSHE state college and c) $80 per credit at another eligible institution.
- **I will be awarded funding for a maximum of 12 credits per semester counting coursework at all eligible institutions**. (___ initial here)
- I have six years following my high school graduation date to use my scholarship, or for a non-traditional adult learner six years after the expected graduation date of his or her original high school class for those regularly scheduled to graduate after May 1, 2000.
- The lifetime total amount of the scholarship is $10,000.
- The scholarship will be applied to my eligible institution at the beginning of each semester (excluding summer) to pay for my fees and other eligible institution or college financial obligations. If the scholarship is less than my total institutional financial obligation, I will pay the balance according to the policies of the eligible institution I attend. **(Summer school will be funded. For procedures check online at http://NevadaTreasurer.gov.)**
- If I have been offered other financial assistance, my financial assistance may be revised to accommodate the Millennium Scholarship.
- I am responsible for obtaining academic advisement at the campus I attend.
- I am responsible for checking the State Treasurer's website or calling the Millennium Scholarship Program for current information. (___ initial here)

### MAINTAINING ELIGIBILITY*

- To maintain eligibility for the scholarship each semester (excluding summer), I must meet the following criteria at each institution where I am receiving Millennium Scholarship funds:
  - **(4) satisfactorily complete the minimum number of required credits each semester (see above);**
  - (5) earn at least a 2.60 GPA or a 2.75 GPA each semester (depending on the number of credits completed); and
  - (6) make satisfactory progress toward a recognized associate degree, baccalaureate degree or pre-baccalaureate certificate.
- If I become ineligible for the scholarship at any eligible institution, I am ineligible at all eligible institutions. Failure to meet the requirements for maintaining eligibility of the Millennium Scholarship is not subject to appeal.
- **Beginning January 1, 2006, GPA will be calculated on a "per term" rather than a cumulative basis. Any student who becomes eligible for a Millennium Scholarship after May 1, 2003 must maintain a 2.60 GPA for each semester of their first year of enrollment (defined by NSHE as less than 30 credit hours earned). Beginning with the first semester after which I have completed 30 or more credits counting coursework at all eligible institutions, and every semester thereafter, I must earn at least a 2.75 term GPA at each institution.** (_____ initial here)

### REGAINING ELIGIBILITY

- As of Fall 2005, all Millennium Scholars will be able to regain their scholarship only one time after losing eligibility. If a student loses eligibility a second time, the student will no longer be eligible. For detailed information on regaining eligibility please check online at http://NevadaTreasurer.gov. (_____ initial here)

### NAMES OF MILLENNIUM SCHOLARS – PUBLIC RELEASE

**In some circumstances it may be desirable to publicize the names of individuals who have earned a Millennium Scholarship. However, individual names will only be made public with the consent of the Millennium Scholar. Circle 'yes' if you are willing to have your name released, 'no' if you do not want your name released. Your decision on this matter is in no way connected to your receipt of the Millennium Scholarship.** YES NO (_____ initial here)

In accepting the award, I acknowledge and understand all of the conditions stated above. I understand and agree that my rights, obligations and benefits as a Millennium Scholar are subject to any changes in state law, policies adopted by the NSHE Board of Regents, availability of funding and any related matters hereto. **(____ initial here)**

I understand and have met all eligibility requirements. I understand that if I have not met all requirements and funds have been disbursed, I may be responsible for repayment of these funds to the State Treasurer's Office.

**This award is contingent upon the Board of Regents' certification of your eligibility consistent with applicable law.**
**Millennium Scholarship Identification Number (Msid#) -please refer to your award certificate)**_____

Student's Signature_____Date_____

Printed Name (Please print clearly) _____

Address_____

(Street) (City) (State) (Zip)

☐ *This is my new, permanent address. Please update your records.*

**Date of Birth** _____ **SSN#** _____ **Telephone** _____

- **I intend to enroll at the following institution as a degree-seeking student:** Community College of Southern Nevada _____, Great Basin College ____, Nevada State College ____, Sierra Nevada College ____, Truckee Meadows Community College ____, University of Nevada Las Vegas ____, University of Nevada Reno ____, or Western Nevada Community College____. I understand that if I choose not to utilize my scholarship I **must** notify the Financial Aid office of the institution I plan to attend each semester. (_____ initial here)

**** Per NRS 396.930***

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Office of State Treasurer Brian K. Krolicki
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# GOVERNOR GUINN MILLENNIUM SCHOLARSHIP PROGRAM
# ACKNOWLEDGMENT OF AWARD

**Classes of 2003 (after May 1, 2003), 2004, 2005, 2006**

***(Retain this copy for your records)***

By signing and returning the first page of this form you are acknowledging acceptance of the Millennium Scholarship and the policies that govern the scholarship. The policies governing your award are those contained in the *Millennium Scholarship Policy and Procedures of the Board of Regents,* which can be located on our website http://NevadaTreasurer.gov . Central elements of the Regents' policy are summarized below. During the period of your eligibility as a Millennium Scholar, information about you will be shared between the State Treasurer's Office and eligible institutions.

## SCHOLARSHIP AWARD*

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- To receive the scholarship I must enroll in a minimum of 6 credits per semester at a NSHE community college **or** 12 credits at another eligible institution. **(Effective Fall 2005, students will no longer be able to use Millennium Scholarship funds to pay for remedial classes. Check with your institution to identify remedial courses.)**
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- **I will be awarded funding for a maximum of 12 credits per semester counting coursework at all eligible institutions**. (___ initial here)
- I have six years following my high school graduation date to use my scholarship, or for a non-traditional adult learner six years after the expected graduation date of his or her original high school class for those regularly scheduled to graduate after May 1, 2000.
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- If I have been offered other financial assistance, my financial assistance may be revised to accommodate the Millennium Scholarship.
- I am responsible for obtaining academic advisement at the campus I attend.
- I am responsible for checking the State Treasurer's website or calling the Millennium Scholarship Program for current information.

## MAINTAINING ELIGIBILITY*

- To maintain eligibility for the scholarship each semester (excluding summer), I must meet the following criteria at each institution where I am receiving Millennium Scholarship funds:
  - **(4) satisfactorily complete the minimum number of required credits each semester (see above);**
  - (5) earn at least a 2.60 GPA or a 2.75 GPA each semester (depending on the number of credits completed); and
  - (6) make satisfactory progress toward a recognized associate degree, baccalaureate degree or pre-baccalaureate certificate.
- If I become ineligible for the scholarship at any eligible institution, I am ineligible at all eligible institutions. Failure to meet the requirements for maintaining eligibility of the Millennium Scholarship is not subject to appeal.
- **Beginning January 1, 2006, GPA will be calculated on a "per term" rather than a cumulative basis. Any student who becomes eligible for a Millennium Scholarship after May 1, 2003 must maintain a 2.60 GPA for each semester of their first year of enrollment (defined by NSHE as less than 30 credit hours earned). Beginning with the first semester after which I have completed 30 or more credits counting coursework at all eligible institutions, and every semester thereafter, I must earn at least a 2.75 term GPA at each institution.** (_____ initial here)

## REGAINING ELIGIBILITY

- As of Fall 2005, all Millennium Scholars will be able to regain their scholarship only one time after losing eligibility. If a student loses eligibility a second time, the student will no longer be eligible. For detailed information on regaining eligibility please check online at http://NevadaTreasurer.gov.

## NAMES OF MILLENNIUM SCHOLARS – PUBLIC RELEASE

**In some circumstances it may be desirable to publicize the names of individuals who have earned a Millennium Scholarship. However, individual names will only be made public with the consent of the Millennium Scholar. Circle 'yes' if you are willing to have your name released, 'no' if you do not want your name released. Your decision on this matter is in no way connected to your receipt of the Millennium Scholarship.**

---

In accepting the award, I acknowledge and understand all of the conditions stated above. I understand and agree that my rights, obligations and benefits as a Millennium Scholar are subject to any changes in state law, policies adopted by the NSHE Board of Regents, availability of funding, and any related matters hereto.

- I understand and have met all eligibility requirements. I understand that if I have not met all requirements and funds have been disbursed, I may be responsible for repayment of these funds to the State Treasurer's Office. I understand that if I choose not to utilize my scholarship I **must** notify the Financial Aid office of the institution I plan to attend each semester. (_____ initial here)

**This award is contingent upon the Board of Regents' certification of your eligibility consistent with applicable law.**
**Millennium Scholarship Identification Number (Msid#) -please refer to your award certificate)**_____

Students may use their Millennium Scholarship at the following eligible institutions:
Community College of Southern Nevada (702) 651-5555
Great Basin College (775) 753-2399
Nevada State College (702) 992-2000
Sierra Nevada College (775) 831-7799 Ext. 4066
Truckee Meadows Community College (775) 673-7072
University of Nevada, Las Vegas (702) 895-4253
University of Nevada, Reno (775) 784-4666 Ext. 3006
Western Nevada Community College (775) 445-3263

***Per NRS 396.930***

Office of State Treasurer Brian K. Krolicki
(888) 477-2667 or (702) 486-3383 or **(702) 486-3246 Fax**

(Added Millennium Forms 02/07)

## NSHE Scholarly and Professional Outside Compensated Services Report

| |
|---|
| Institution: |
| Reporting Period: |

**Instructions:**

1. Report aggregated *number (headcount)* of faculty and professional staff (hereafter called faculty/prostaff) who request to perform scholarly and professional outside compensated services (SPOCS) (columns 1-3).
2. Report aggregated number of Conflict of Interest (COI) reports (columns 4-6).

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| Administrative Unit | # of Faculty/ Prostaff requesting SPOCS | Total # of Faculty/ Prostaff | % of Faculty/ Prostaff requesting SPOCS | # COI Reports Submitted | # COI Reports Reviewed at a level higher than the employee's supervisor | # Actual COI* |
| Example: College of Science | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

* On a separate narrative, please describe in general the Conflicts of Interest (column 6) that were identified and how they were resolved.

**Instructions:**

1. Report aggregated *number of requests* to perform compensated outside professional services (COPS) including funding sources and those that are research related.

| | 1 | Funding Sources (Must total column 1) | | | | | |
|---|---|---|---|---|---|---|---|
| Administrative Unit | # of SPOCS Requests | Not Approved | Business | Academic Institution | Government | Other | # SPOCS Requests that are Research Related |
| Example: College of Science | | | | | | | |
| 0 | | | | | | | |
| 0 | | | | | | | |
| 0 | | | | | | | |
| 0 | | | | | | | |
| 0 | | | | | | | |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Definitions:

Conflict of Interest (COI): Conflict of Interest means any outside activity or interest that may adversely affect, compromise or be incompatible with the obligations of an employee to the institution.

Scholarly or Professional Outside Compensated Services (SPOCS): Any outside scholarly or professional service by an faculty or professional staff member within his/her subject matter field and for which he/she is compensated by an outside entity, e.g., consulting.

Research Related: The SPOCS request is research related if it is considered to be part of, or related to, the instructional faculty or professional staff member's research obligation to the institution.
Administrative Unit - Universities: College or Vice President Office
Administrative Unit - DRI: Division
Administrative Unit - Colleges: Vice President's Office reporting more than two SPOCS.

(Added 4/11)

June 2009 FDP

# Research Subaward Agreement

| Institution/Organization ("Prime Recipient") | Institution/Organization ("Subrecipient") |
|---|---|
| Name: | Name: |
| Prime Award No.: | Subaward No.: CFDA #: |
| Awarding Agency: | Amount Funded This Action: Est. Total (if incrementally funded) |

Subaward Period of Performance:
Budget Period: From: To:

Estimated Project Period (if incrementally funded):
From: To:

Project Title:

Reporting Requirements (Check here if applicable: ☐ See Attachment 4) ☐ ARRA Funds (Attachment 4A)

**Terms & Conditions**

1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated _____ ; or ☐ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.

2) Prime Recipient Shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's _____ Contact as shown in Attachments 3A & 3B.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's _____ Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's _____ Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

8) Either party may terminate this subaward with thirty days written notice to the appropriate party's _____ Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.

9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the _____ Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.

11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf.

| By an Authorized Official of Prime Recipient | By an Authorized Official of Subrecipient |
|---|---|
| _____ Date | _____ Date |

# Attachment 1
# Research Subaward Agreement
# Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

## Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

## OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 3A
Research Subaward Agreement

Subaward Number:

## Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name:

Address:

City: State: ZipCode:

Administrative Contact

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Principal Investigator

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Financial Contact

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Authorized Official

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

# Attachment 3B
# Research Subaward Agreement

Subaward Number:

## Subrecipient Contacts

Institution/Organization ("Subrecipient")

Name:

Address:

City: State: ZipCode + 4:

EIN No.: Institution Type: Reg. in CCR? Yes No

Performance Site Same Address as Above? DUNS No.: Congressional District: Congressional District:

Yes No If No, complete Sect. C of Attachment 4A

Administrative Contact

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Principal Investigator

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

Financial Contact

Name:

Address:

City: State: ZipCode: Text

Telephone: Fax:

Email:

Authorized Official

Name:

Address:

City: State: ZipCode:

Telephone: Fax:

Email:

**NSHE System Office Cellular Phone / PDA / Data Plan Allowance Request Form**
***Revised: 3/2013***

| **SECTION 1: Employee Information** | |
|---|---|
| Employee Full Name: | Current Cell Phone # |
| Department Name: | Supervisor: |

**SECTION 2: Allowance Request**

**Monthly Allowance (Check only one box unless two plans approved by a supervisor)**

- ☐ Voice and Data Allowance for Cellular or PDA Service (average usage) $50.00
- ☐ Voice and Data Allowance for Cellular or PDA Service (high usage) $75.00
- ☐ Data Plan Allowance – 6 GB/month $20.00
- ☐ Data Plan Allowance – 12 GB/month $45.00

**SECTION 3: Justification (check all that apply)**

- ☐ Job function requires considerable time outside of assigned office or work area and it is essential to the System that the employee be accessible during those times.
- ☐ Job function requires continuous accessibility beyond scheduled or normal working hours (i.e., on-call responsibilities for critical System services).
- ☐ Job function requires access to e-mail outside of the office or beyond normal scheduled working hours and it is essential for the System that the employee has the ability to receive and send email during those times.
- ☐ Job function requires access to the internet outside of the office or beyond normal scheduled working hours and it is essential for the System that the employee has the ability to access the internet during those times.

| SECTION 4: Alternative Request for NSHE Paid Phone |
| --- |
| ☐ My position requires the frequent and continuing use of a cell phone/PDA on a daily basis during and after hours. I understand that I may not use an NSHE phone for personal purposes and that the phone records may be audited for compliance with this policy. |
| **SECTION 5: Required Approvals** |
| Department: _____<br><br>Approved monthly allowance $_____<br><br>Department Account number to pay allowance from: _____<br><br>☐ Supervisor approves both a Cellular voice and data service **and** a data plan for internet access.<br><br>Supervisor Approval/Signature: _____<br><br>Date: _____<br><br>Vice Chancellor Approval/Signature: _____<br><br>Date: _____ |