NEVADA SYSTEM OF HIGHER EDUCATION

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

PROCEDURES & GUIDELINES MANUAL

Adopted June, 2005
Effective June, 2005
Revised through March, 2020

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 of Staff to the Board of Regents shall maintain a record of any non-substantive changes that are completed.

(Added 11/07; A. 9/17)

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CHAPTER 1

CAMPUS DEVELOPMENT

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. Vandalism

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. Notwithstanding the foregoing, the Board of Regents reserves the right at any time to rename a building in the event it determines that name of the building is no longer consistent with the institution's mission and values, or causes harm to the institution's reputation.

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 three buildings at the same NSHE institution shall be named for an individual person. This limitation does not apply to buildings named for private foundations, companies, or other corporate entities.

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

g. 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.

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

i. 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.

j. The Board of Regents may, in its sole discretion, waive any of the provisions or limitations of this Subsection 2.

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 exceeds certain cost thresholds is required to be inventoried by each NSHE institution.

The following items must also be inventoried by the institution regardless of acquisition cost.

1. Firearms
2. Computers: i.e. desktop, servers, laptop

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. 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, 12/14, 12/17)

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.

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CHAPTER 2

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CHAPTER 2

APPOINTMENTS AND EVALUATIONS

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 Board of Regents shall determine if a search firm will be hired. The Chancellor Search Committee will oversee the details of the search. The budget for the search shall be established by the Chairman of the Board of Regents in consultation with the Chief of Staff to the Board.

b. Whenever a vacancy occurs or is about to occur in the Office of Chancellor, the Chair of the Board of Regents shall present a recommendation to the Board of Regents for an acting or 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, 9/17, 3/18, 12/19)

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 four 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 metrics 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 four areas of evaluation described in subsection 3. The self-evaluation shall be submitted to the Chancellor and provided to the Evaluation Committee.

2.) The Chancellor shall appoint a Committee composed of not more than four individuals knowledgeable with the institution, including one senior faculty member. The Chancellor shall appoint one member to serve as Chair of the Committee. The Committee shall conduct the evaluation using the evaluation metrics described in Subsection 3. The Committee shall be provided with the prior evaluation(s) of the President, if any, together with any interim annual evaluations.

The Chancellor may designate a Committee Facilitator, who has undergone training or has specialized expertise, to assist the Evaluation Committee in the performance of its work. The Committee Facilitator may be a person who works at NSHE System Administration or an NSHE institution. The Chancellor may keep an ongoing list of persons who possess the necessary training or expertise to serve as a Committee Facilitator.

3.) In advance of the evaluation, the Committee and the Chancellor shall meet to review and discuss prior evaluations, the details of the current evaluation and any issues that may be raised during the evaluation process. The Chancellor shall provide the Committee with a list of stakeholders to be interviewed. The list shall consist of a wide variety of individuals, internal and external to the institution, who are knowledgeable about the President's work and shall include student leaders. The President shall be permitted to submit a list of potential interviewees. The Chancellor shall select the names to be forwarded from the President's list. The list shall be divided by the Committee Chair among the Committee members. Appropriate accommodations will be made for the Committee members to conduct interviews at institutions with multiple campus sites.

4.) The evaluation process will include the opportunity for a representative sample of administrators, faculty, classified employees, students, and community and alumni leaders to be confidentially interviewed, and shall 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 Committee shall not accept anonymous materials, as part of the evaluation process.

The Chancellor may retain the services of a neutral third party or utilize resources from the NSHE System Office to administer a faculty survey. The survey shall be conducted using a standardized form provided by the Chancellor. The Faculty Senate may propose additional questions for the Chancellor to include in the survey. Any additional questions proposed by the Faculty Senate must be reviewed and approved by the Chief General Counsel and shall be included in the survey unless written comments are submitted back to the Faculty Senate by the Chancellor outlining the reasons why the Faculty Senate's questions should be omitted. The survey shall, among other matters, address the Performance Metrics for the Periodic Evaluation of the Performance of NSHE Presidents set forth in Subsection 3. The Chancellor shall annually review the standardized survey form with the Faculty Senate and the Presidents and discuss any revisions to the survey that may be necessary.

Survey responses may be anonymous and shall be maintained as confidential. All responses shall be provided to the Chancellor and the Committee. The Committee may prepare a public summary of the responses for inclusion in its final report.

The Chancellor shall establish guidelines in consultation with the Faculty Senate regarding the process, timeline, and notification schedule in order to obtain constructive feedback from the faculty.

5.) Prior to conducting interviews with institution constituents, the Committee will meet with the President for the purpose of reviewing strategic plans, goals, objectives, resource allocation policies, major challenges and successes, and the President's own assessment of the interval being appraised. The Committee shall review the President's self-evaluation with the President and allow the President to discuss any relevant facts with the Committee.

6.) At the conclusion of this meeting, the Committee members shall disperse to meet with the assigned interviewees. During the course of conducting the interviews, the Committee shall meet at the call of the Chair to review the interviews conducted so far and to discuss common thoughts and themes that have emerged from stakeholder input. The Committee shall also conduct an open forum for administrators, faculty, classified employees, and students.

7.) At the conclusion of the interviews and open forum, the Committee shall meet with the President to discuss what its members have heard, including strengths and weaknesses of the President in the four areas of evaluation described in Subsection 3 and will recommend areas for future focus and improvement. The President shall be provided an opportunity to clarify points the President believes should be made.

8.) The Committee shall prepare a written report within two weeks of the Committee's final meeting with the President, with each member contributing a portion of the report as assigned by the Committee Chair. The Chair shall combine the individual member contributions into a final version of the report.

9.) The Committee Chair shall meet with the President to review the final evaluation report in order to correct any factual errors but other than such corrections, no changes may be made to the evaluation. The Committee Chair shall then deliver the final evaluation report to the Chancellor for transmittal to the Board.

10.) As soon as practical after the submission of the final evaluation report, the Chancellor will present an evaluation of the President, which shall include the final evaluation report, at a regularly scheduled meeting of the Board of Regents where the President will participate in an open personnel session to review the findings of the periodic evaluation. The open personnel session will take place on the first day of the meeting of the Board of Regents.

11.) At the conclusion of the periodic evaluation process, in an open personnel session on the second day of the meeting, the Board Chair may recommend contract terms and conditions for approval by the Board of Regents.

12.) A copy of the Chancellor's evaluation, the Committee's final report and a copy of the President's self-evaluation shall be retained by the NSHE Human Resources Department. These documents are not confidential and may be made available to the public.

3. PERFORMANCE METRICS FOR PERIODIC EVALUATION OF NSHE PRESIDENTS

The periodic presidential evaluation shall be conducted with reference to the following criteria.

Part 1. FUNDAMENTAL PRODUCTIVITY

A. Academic Completion – Student Success. The NSHE is a performance oriented system. Student success as reflected in academic completion is a key Board policy each President embraces. A President shall be evaluated based on the following: 1. graduation rates; 2. the total number of degrees and certificates awarded; and 3. year to year persistence rates.

B. Enrollment – Student Access. While the NSHE has moved from an input to an output formula, performance growth cannot occur without attracting more students. In addition, Nevada needs more graduates so serving more Nevadans remains important. A President shall be evaluated based on enrollment, including online enrollment.

   NSHE has a fundamental commitment to equity and diversity. The President shall separately state institutional progress with respect to critical underserved populations, including minority groups and low income students, indicating efforts to close attainment gaps where they exist among populations.

   NSHE community colleges serve a diverse student body and have more part time students. The Chancellor shall develop and utilize as a component of the evaluation a completion metric which reflects the complex mission of a community college.

C. Grants/Contracts/Special Events/ Research and Development/Gifts. Funding is a challenge all institutions face. A major focus of every President is leading an institution that secures alternative funding sources. The sources include attracting grants, contracts and gifts. The goal is to diversify sources of college revenue through community partnerships.

   A President shall separately state funding attainments in each of the following categories, giving the institution's baseline for the applicable evaluation period for each of the following: 1. grants and contracts; 2. special events; 3. research and development; and 4. gifts.

   The Chancellor shall develop data dashboards for reporting annual performance for the metrics in Part 1 that shall be reported to the Board and posted on the NSHE website.

Part 2: INSTITUTIONAL WELL-BEING AND MANAGEMENT EFFECTIVENESS

D. Entrepreneurship. Closely related to the metrics in Part 1 C is encouraging innovation and entrepreneurship throughout the institution. A President shall separately state steps the President and the institution have taken to encourage entrepreneurial activity.

E. Campus Environment and Shared Governance. As President, effectiveness as a leader echoes throughout the institution. A President shall detail any major initiatives or advancements to improve the campus environment under the President's leadership.

Part 3: INSTITUTIONAL RELATIONS TO EXTERNAL COMMUNITIES

F. Collaboration. NSHE consists of multiple institutions, making relations with other member institutions critical. A President shall work closely with other member institutions to further the goals of student success. A President shall separately state collaborative relationships with member institutions and plans for the extension of these partnerships.

G. Regent Strategic Directions. The Board has adopted Strategic Directions and expects full participation by all institutions in critical initiatives such as 15 to Finish, eLearning, Effectiveness and Efficiency, iNtegrate 2 and similar programs. The Chancellor shall review and evaluate the activity and commitment of a President in achieving implementation of critical Board priorities.

H. Community Partnerships and Connections. Connecting with communities is crucial. This extends beyond fundraising to ensuring the health of critical relationships for the institution. A President shall describe how critical partnerships and community and business relationships have been maintained and extended.

Part 4: ACHIEVEMENT OF STRATEGIC GOALS.

The President shall be evaluated on the specific progress made at his or her institution toward achieving strategic goals that have been adopted by the Board.

Part 5: OTHER

If a President believes other factors than those covered herein fundamentally reflect on the President's performance, the President may briefly describe such efforts separately. In preparing a self-evaluation, the President may also bring to the attention of the Evaluation Committee such distinct aspects and missions of the President's respective university, college or institute as the President deems appropriate to fully convey the essential nature of presidential performance and institutional advancement.

In addition to the factors above, the Evaluation Committee may consider such additional indicators of presidential performance as it deems appropriate to present a complete picture of the President's performance including, but not limited to, relationship with the Board of Regents, promoting and sustaining diversity, budgetary matters, academic and general administration, management and planning including planning for deferred maintenance, and if applicable, oversight and management of intercollegiate athletics.

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 System General Counsel 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 System General Counsel, 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 System General Counsel 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, 6/15. 9/15, 12/19)

Section 3. Rehire of a PERS Retiree (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

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CHAPTER 3

SALARY SCHEDULES

Section 1. Salary Schedules for NSHE, Universities, State Colleges and Community Colleges Except Schools of Medicine

NSHE EXECUTIVE SALARY SCHEDULE

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

EXECUTIVE SALARY SCHEDULE - UNIVERSITIES/DRI

	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

	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.

EXECUTIVE SALARY SCHEDULE – COMMUNITY COLLEGES

	MINIMUM	Q1	MID	Q3	MAXIMUM
CC EXECUTIVE	$140,613	$165,315	$190,018	$228,021	$266,025

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

NSHE ADMINISTRATIVE SALARY SCHEDULE

GRADE	MINIMUM	Q1	MID	Q3	MAXIMUM
E	$96,836	$129,115	$161,394	$193,673	$225,952
D	$68,470	$91,294	$114,117	$136,941	$159,764
C	$48,525	$64,700	$80,875	$97,050	$113,225
B	$37,006	$49,342	$61,677	$74,013	$86,348
A	$27,755	$37,006	$46,258	$55,509	$64,761

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

ACADEMIC SALARY SCHEDULE - UNIVERSITIES

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	$85,000 $102,000	$107,900 $129,400	$130,700 $156,900	$153,600 $184,300	$176,500 $211,800
III	Associate Professor	$57,600 $69,100	$73,100 $87,700	$88,600 $106,300	$104,100 $124,900	$119,600 $143,500
II	Assistant Professor	$50,000 $60,100	$63,500 $76,200	$77,000 $92,400	$90,500 $108,600	$103,900 $124,700
I	Instructor	$35,600 $42,800	$45,200 $54,300	$54,800 $65,800	$64,400 $77,300	$74,000 $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

Business Faculty – 9 Month

Accounting – Finance	Minimum	Q1	Mid	Q3	Maximum
Professors	$136,433	$153,488	$170,542	$187,596	$204,650
Associates	$124,801	$140,401	$156,001	$171,601	$187,201
Assistants	$118,858	$133,715	$148,572	$163,429	$178,287
Instructors	$58,344	$65,637	$72,930	$80,223	$87,516

Business Faculty – 9 Month

Marketing, Management, Prod/Ops, HR, Int'l, MIS	Minimum	Q1	Mid	Q3	Maximum
Professors	$122,203	$137,478	$152,753	$168,029	$183,304
Associates	$102,205	$114,980	$127,756	$140,532	$153,307
Assistants	$96,211	$108,237	$120,263	$132,290	$144,316
Instructors	$49,805	$56,031	$62,257	$68,482	$74,708

Economics – 9 Month	Minimum	Q1	Mid	Q3	Maximum
Professors	$112,285	$126,321	$140,357	$154,392	$168,428
Associates	$85,323	$95,989	$106,654	$117,320	$127,985
Assistants	$77,316	$86,980	$96,645	$106,309	$115,973
Instructors	$51,704	$58,167	$64,630	$71,093	$77,556

Engineering Faculty – 9 Month	Minimum	Q1	Mid	Q3	Maximum
Professors	$112,782	$126,880	$140,977	$155,075	$169,173
Associates	$84,610	$95,186	$105,763	$116,339	$126,915
Assistants	$72,078	$81,088	$90,098	$99,107	$108,117
Instructors	$57,227	$64,381	$71,534	$78,688	$85,841

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	$166,382	$187,180	$207,978	$228,775	$249,573
Associates	$152,196	$171,220	$190,245	$209,269	$228,294
Assistants	$144,948	$163,067	$181,186	$199,304	$217,423
Instructors	$71,151	$80,045	$88,939	$97,833	$106,727

Business Faculty – 12 Month Marketing, Management, Prod/Ops, HR, Int'l, MIS	Minimum	Q1	Mid	Q3	Maximum
Professors	$149,028	$167,656	$186,284	$204,913	$223,541
Associates	$124,640	$140,220	$155,800	$171,380	$186,960
Assistants	$117,330	$131,996	$146,663	$161,329	$175,995
Instructors	$60,738	$68,331	$75,923	$83,515	$91,107

Economics – 12 Month	Minimum	Q1	Mid	Q3	Maximum
Professors	$136,933	$154,050	$171,167	$188,283	$205,400
Associates	$104,053	$117,059	$130,066	$143,073	$156,079
Assistants	$94,287	$106,073	$117,859	$129,645	$141,431
Instructors	$63,054	$70,936	$78,817	$86,699	$94,581

Dental Medicine Faculty – 12 Month	Minimum	Q1	Mid	Q3	Maximum
Professors	$150,551	$169,370	$188,189	$207,008	$225,827
Associates	$108,999	$122,624	$136,248	$149,873	$163,498
Assistants	$91,703	$103,166	$114,629	$126,092	$137,555
Instructors	$60,792	$68,391	$75,990	$83,589	$91,188

Engineering Faculty – 12 Month	Minimum	Q1	Mid	Q3	Maximum
Professors	$137,539	$154,731	$171,924	$189,116	$206,308
Associates	$103,183	$116,081	$128,979	$141,877	$154,774
Assistants	$87,900	$98,888	$109,875	$120,863	$131,850
Instructors	$69,790	$78,513	$87,237	$95,961	$104,684

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.

ACADEMIC SALARY SCHEDULE - STATE COLLEGE

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

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

(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, 12/16, 3/18, 9/18, 12/19)

Section 2. Salary Schedules for Schools of Medicine

The following are the salary schedules for the Schools of Medicine, reviewed and approved by the Chancellor:

SCHOOLS OF MEDICINE– ACADEMIC SALARY SCHEDULE

	MIN	Q1	MEDIAN	Q3	MAX
INSTRUCTOR					
Basic Science	$42,000	$56,000	$63,000	$75,000	$94,000
Primary Care	$120,000	$159,000	$193,000	$240,000	$300,000
Non-Surgical Specialty I	$115,000	$153,000	$190,000	$242,000	$303,000
Non-Surgical Specialty II	$180,000	$239,000	$318,000	$477,000	$597,000
Surgical Specialty I	$60,000	$79,000	$173,000	$277,000	$347,000
Surgical Specialty II	$195,000	$260,000	$331,000	$402,000	$503,000
Surgical Specialty III	$169,000	$225,000	$308,000	$468,000	$585,000
ASSISTANT PROFESSOR					
Basic Science	$67,000	$89,000	$104,000	$125,000	$156,000
Primary Care	$134,000	$178,000	$204,000	$238,000	$298,000
Non-Surgical Specialty I	$155,000	$206,000	$242,000	$291,000	$364,000
Non-Surgical Specialty II	$252,000	$336,000	$378,000	$445,000	$557,000
Surgical Specialty I	$207,000	$275,000	$321,000	$388,000	$485,000
Surgical Specialty II	$263,000	$350,000	$400,000	$504,000	$630,000
Surgical Specialty III	$300,000	$400,000	$509,000	$689,000	$862,000
ASSOCIATE PROFESSOR					
Basic Science	$83,000	$110,000	$126,000	$150,000	$188,000
Primary Care	$147,000	$196,000	$228,000	$279,000	$349,000
Non-Surgical Specialty I	$183,000	$243,000	$279,000	$343,000	$429,000
Non-Surgical Specialty II	$273,000	$364,000	$430,000	$477,000	$597,000
Surgical Specialty I	$257,000	$342,000	$413,000	$497,000	$622,000
Surgical Specialty II	$348,000	$463,000	$563,000	$710,000	$888,000
Surgical Specialty III	$355,000	$473,000	$632,000	$797,000	$997,000
PROFESSOR					
Basic Science	$118,000	$157,000	$194,000	$246,000	$307,500
Primary Care	$165,000	$220,000	$260,000	$314,000	$393,000
Non-Surgical Specialty I	$210,000	$279,000	$334,000	$407,000	$509,000
Non-Surgical Specialty II	$284,000	$378,000	$456,000	$539,000	$674,000
Surgical Specialty I	$294,000	$391,000	$487,000	$600,000	$750,000
Surgical Specialty II	$372,000	$495,000	$573,000	$698,000	$873,000
Surgical Specialty III	$387,000	$516,000	$719,000	$895,000	$1,119,000

Primary Care – Family Medicine (with OB), Family Medicine: General, Family Medicine: Sports Medicine, Geriatrics, Hospice/Palliative Care, Hospital Medicine, Infectious Disease/Community Health, Internal Medicine: Ambulatory Only, Internal Medicine: General, Pediatrics: Adolescent Medicine, Pediatrics: General, Pediatrics: Genetics, Pediatrics: Hospital Medicine, Pediatrics: Infectious Disease

Non-Surgical Specialty I - Allergy/Immunology, Endocrinology, Hematology/Oncology, Hematology/Oncology: Oncology (Only), Nephrology, Neurology, Neurology: Neuromuscular, OB/GYN: General, OB/GYN: Gynecology (Only), Pathology: Anatomic, Pathology: Anatomic and Clinical, Pathology: Clinical, Pediatrics: Allergy/Immunology, Pediatrics: Cardiology, Pediatrics: Critical Care, Pediatrics: Emergency Medicine, Pediatrics: Endocrinology, Pediatrics: Gastroenterology, Pediatrics: Hematology/Oncology, Pediatrics: Neonatology, Pediatrics: Nephrology, Pediatrics: Pulmonary Medicine, Pediatrics: Rheumatology, Pediatrics: Neurology, Physical Medicine & Rehabilitation, Psychiatry: Child & Adolescent, Psychiatry: General, Pulmonary Medicine, Pulmonary Medicine: Critical Care, Pulmonary Medicine: General and Critical Care, Rheumatology

Non-Surgical Specialty II - Anesthesiology: General, Anesthesiology: Pain Management, Anesthesiology: Pediatric, Cardiology: Electrophysiology, Cardiology: Invasive, Cardiology: Noninvasive, Critical Care, Dermatology: General, Emergency Medicine, Gastroenterology, Gastroenterology: Hepatology, OB/GYN: Reproductive Endocrinology, Pediatrics: Radiology, Radiology: Diagnostic, Non-interventional, Radiology: Neurological, Radiology: Nuclear Medicine, Radiology: Radiation Oncology

Surgical Specialty I - OB/GYN: Gynecologic Oncology, Ophthalmology, Ophthalmology: Retina, Otolaryngology, Surgery: Colon and Rectal, Surgery: General, Surgery: Oncological, Surgery: Transplant, Urology

Surgical Specialty II - Cardiology: Invasive Interventional, OB/GYN: Maternal & Fetal, Orthopaedic Surgery: Foot and Ankle, Orthopaedic Surgery: Hand, Pediatrics: Orthopaedic Surgery, Pediatrics: Otorhinolaryngology, Radiology: Diagnostic, Interventional, Surgery: Pediatric, Surgery: Plastic, Surgery: Thoracic (Primary), Surgery: Trauma, Surgery: Vascular

Surgical Specialty III - Dermatology: Mohs Surgery, Orthopaedic Surgery: General, Orthopaedic Surgery: Hip and Joint, Orthopaedic Surgery: Sports Medicine, Orthopaedic Surgery: Trauma, Surgery: Neurological, Surgery: Thoracic/Cardiovascular

SCHOOLS OF MEDICINE – EXECUTIVE SALARY SCHEDULE

TITLE	MIN	Q1	MEDIAN	Q3	MAX
Dean/Vice President	$404,203	$538,937	$650,000	$750,000	$937,500
Senior Associate/Vice Dean, Academic Affairs (MD)	$240,938	$321,250	$362,285	$421,753	$527,191
Senior Associate/Vice Dean, Business Affairs	$198,750	$265,000	$303,850	$375,000	$468,750
Senior Associate/Vice Dean, Clinical Affairs (MD)	$351,956	$469,274	$595,706	$793,623	$992,029
Senior Associate/Vice Dean, Research Affairs (MD)	$248,581	$331,441	$469,950	$510,640	$638,300
Senior Associate/Vice Dean, Research Affairs (PhD)	$205,875	$274,500	$312,000	$371,207	$464,009
Senior Associate/Vice Dean, Faculty Affairs (MD)	$235,992	$314,656	$369,261	$402,487	$503,109
Senior Associate/Vice Dean, Faculty Affairs (PhD)	$164,424	$219,232	$240,647	$294,986	$368,733
Senior Associate/Vice Dean, Legal Affairs	$94,784	$126,379	$206,148	$334,248	$417,810

Note: Salaries tables above shall be inclusive of base salary plus any administrative stipends (if applicable).

Academic and Executive Salary Schedules are Based on the Following External Data:

- Basic Science: "Basic Science-All" from AAMC Salary Tables – Western Region Public Schools
- Clinical Science: Average of AAMC Western Region Public Schools and MGMA Academic Salary Survey
- Executive: AAMC Dean's and Dean's Office Salary Survey for Public Schools for all positions except Legal Affairs, which is based on MGMA data for Chief Legal Counsel

(Added 3/18)

Section 3. Community College Academic Salary Schedule

1. Grades

All community colleges use a single salary schedule. 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 initial placement of faculty on the salary schedule is in accordance with Title 4, Chapter 3, Sections 25 and 27 of the Board of Regents *Handbook*.

   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. Community College Professional Advancement Program. 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.

    d. Consideration must be given to faculty who teach in non-traditional areas including trade and industry. Faculty must be able to move from grade to grade using occupationally related experience.

(B/R 3/02; Added 6/05; A. 11/05, 11/06, 3/08, 3/13, 12/19)

Section 4. Community College Academic Faculty 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

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

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.

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.

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, 12/16)

Section 5. 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.

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

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 6. Summer Term Salary Schedules

1. University of Nevada, Las Vegas

<u>UNLV Faculty</u>	
Professor	$2,895 per credit hour
Associate	$2,744
Assistant	$2,591
Instructor	$2,287
<u>Visiting Faculty</u>	
Professor	$2,744 per credit hour
Associate	$2,591
Assistant	$2,136
Lecturer	VL5: $2,064
	VL4: $1,857
	VL3: $1,650
	VL2: $1,443
	VL1: $1,236
Lab Assistant	$1,654

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

Pay per credit hour of individual instruction is $102.00 for undergraduate courses and $138.00 for graduate courses.

The above instructional salary schedule is approved for courses offered through Summer Term.

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.

Note: Programs that have differential fees may augment the applicable Summer Term salary pay for instructional faculty up to the Provost's approved per credit hour salary from the respective differential fee account.

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.

<u>Resident Faculty</u>	
Professor	$2,590 per credit hour
Associate Professor	$2,370
Assistant Professor	$2,240
Lecturer	$2,015 – 2,590
Teaching/Graduate Assistant	$1,795
<u>Visiting Faculty</u>	
Professor	$2,225 per credit hour
Associate Professor	$2,060
Assistant Professor	$1,890
Lecturer	$1,770 – 2,225

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

NSC Faculty	Rate
Professor	$2,170 per credit hour
Associate Professor	$2,066 per credit hour
Assistant Professor	$1,950 per credit hour
Lecturer	$1,741 per credit hour

   a. NSC's rates of pay for winter session will be the same as summer session rates of pay within the same fiscal year.
   b. Summer salaries will be reviewed at a minimum of once every three years by a Provost appointed task force.

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 $836/IU whichever is more.
      2. Class size of 14 – 16 will result in an option to teach at $836/IU. ($836/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, $836/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 $825 = 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 A contract faculty:

      Faculty on a year around "A" contract cannot receive compensation for teaching in the summer.
   c. For part-time instructors:
      1. Minimum class size is 14 and the rate of pay is $825/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 nine 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, 1/15, 9/16, 3/17, 3/18, 6/18, 6/19, 12/19)

Section 7. Part-Time Salary Schedules

1. 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.

4. The salary schedule for temporary part-time faculty shall be reviewed and updated at least every four years by the President's office at each institution and approved by the Chancellor. Any proposed revisions to the schedules shall not go into effect until approved by the Chancellor. The Chancellor shall provide a report to the Board of Regents regarding any approved salary schedule changes. Salary schedule reviews and updates will not occur more frequently than annually.

(B/R 10/03; Added 6/05; A. 7/06, 12/07, 3/08, 3/13, 12/19)

Section 8. 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.
(Added 4/11; A. 6/17)

Section 9. 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

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CHAPTER 4

GENERAL GUIDELINES AND PROCEDURES

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 System General Counsel 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. Computing Resources Procedures and Guidelines

Title 4, Chapter 1 of the Board of Regents' Handbook directs the Chancellor to establish procedures and guidelines governing computing resources, including but not limited to, circumstances in which access to a user's email may be accessed when the user is absent without notice or leaves the employment of NSHE or in emergency situations.

1. The definitions set forth in Title 4, Chapter 1, Section 22 apply to this section. In addition:

   a. "IT" means an NSHE institution's Information Technology unit/department and NSHE Computing Services.

   b. For purposes of this section, "department/unit" means a department or unit at an institution and "Unit" as defined under Title 4, Chapter 1, Section 22 includes the combined administrative unit consisting of the Chancellor's Office and the NSHE Computing Services.

   c. "President" means the chief executive officer of a member institution, and the term shall also include the Chancellor where the context of this policy requires with respect to the Unit or the special units.

2. When a user leaves the employ of NSHE, the content of any emails or files remaining on NSHE owned equipment or networks, including but not limited to the user's NSHE computer, may be reviewed as reasonably necessary, as determined by the President or his or her designee(s).

3. In the event a user is absent from work for more than 3 working days without notice, and the supervisor/department chair attempted to contact the user without success, upon the written request of the department/unit, IT may establish an automatic reply on the user's NSHE email account, informing senders that emails should be directed to another employee or office in the department/unit.

4. In the event a user is absent from work for more than 5 working days without notice, the supervisor/department chair attempted to contact the user without success, it is reasonably necessary to access the user's email and/or computer files to conduct the regular business of the department/unit, and the institution or Unit is unable to obtain written or electronic authorization from the user to access the user's email and/or computer files due to the user's health condition, including but not limited to prolonged injury or disability or death, or other circumstances then, upon the written request of the department/unit, the President or his or her designee(s) may, upon a showing of

reasonable need and in the absence of reasonable alternatives as determined by the President or his or her designee(s), authorize IT, in writing, to examine the content of the user's emails and/or computer files solely for the purpose of addressing the department/unit's need to conduct regular business. Upon such written authorization, IT shall retrieve the emails and/or computer files reasonably believed to be necessary for the department/unit to conduct its regular business and provide them to the head administrator of the department/unit. Examination of emails and/or files shall be limited to the matter necessary to conduct the regular business of the department/unit.

5. In the event that an institution or the Chancellor's Office receives a public records request, valid subpoena, or a court order, the institution Office of the General Counsel (General Counsel) or the System General Counsel may request that IT preserve a user's email and/or computer files for review by the General Counsel or System General Counsel and production of email and/or files as required by law. In the event that the General Counsel or System General Counsel determines that production is required by law, the General Counsel or System General Counsel shall provide the user an electronic or hard copy of the production, unless prohibited by law from so doing.

6. In the event that during the course of litigation in which NSHE or a NSHE employee or official volunteer is a party, the institution Office of General Counsel (General Counsel) or the System General Counsel determines that it is reasonably necessary, in order to comply with state or federal law or court rule, to preserve a user's email or computer files for the purposes of review and production, the General Counsel or System General Counsel may request that IT preserve a user's NSHE email and/or computer files for review by the General Counsel or System General Counsel and production of email and/or files as required by law or court rule. In the event that the General Counsel or the System General Counsel determines that production is required by law or court rule, the General Counsel or the System General Counsel shall provide the user an electronic or hard copy of the production, unless prohibited by law or subpoena from so doing.

7. If in the event of exigent circumstances as reasonably determined by the President or his or her designee(s), it is necessary for the protection of life, limb, or property or for the maintenance of order to examine the content of emails or computer files of a user, the President or his or her designee(s) may authorize IT to examine and retrieve emails and/or computer files solely for the purpose of protecting life, limb, or property or for the maintenance of order, and provide them to the President or his or her designee(s). Examination of emails and/or files shall be limited to the matter necessary for the protection of life, limb, or property or for the maintenance of order.

8. If, in order to comply with federal or state law or an executive order concerning national security, it is necessary to access a user's emails and/or computer files as determined by the President or his or her designee(s), the President or his or her designee(s) may authorize IT to examine and retrieve emails and/or computer files solely to comply with the federal or state law or executive order. Examination of emails and/or files shall be limited to the matter necessary to comply with the federal or state law or executive order.

(Added 6/05; A. 12/17)

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 University of Nevada, Reno, University of Nevada, Las Vegas or the College of Southern Nevada, 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 University of Nevada, Reno School of Medicine and University of Nevada, Las Vegas School of Medicine are covered; their Human Resources Departments are not. It would not be appropriate for the University of Nevada, Reno School of Medicine and University of Nevada, Las Vegas 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, driver's 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; A. 3/18, 9/18)

Section 11. HIPAA Health Care Components of NSHE

As of August 31, 2016, NSHE, a hybrid covered entity, designates its health care components as follows:

UNLV

- University of Nevada, Las Vegas School of Medicine, as a hybrid covered entity, and as an Organized Health Care Arrangement with its affiliated practice clinics;

- University of Nevada, Las Vegas Ackerman Center for Autism and Neurodevelopment Solutions;
- Dental School and any associated clinics;
- The Student Wellness unit which includes: Student Health Center, Pharmacy and Laboratory, Counseling and Psychological Services (CAPS); and Faculty and Staff Treatment Center (FAST);
- Athletic Training Department;
- Center for Individual and Family Counseling;
- Center for Health Information Analysis;
- National Supercomputing Center for Energy and the Environment;
- The PRACTICE (a community mental health training clinic);
- Marriage and Family Therapy clinic;
- Nevada Institute of Personalized Medicine

UNR

- University of Nevada, Reno 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;
- University of Nevada, Reno School of Medicine Integrated Clinical Services, Inc.;
- 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; A. 4/15, 9/16, 3/18, 9/18)

Section 12. 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 13. 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 14. 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 15. 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 16. 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 Chief Financial Officer's Office is notified in writing either by the employee or the supervisor that the allowance is to cease.

c. The Chief Financial Officer 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)

Section 18. Fees for Public Records

A. POSTING; DESIGNATION OF RECORDS OFFICIALS; ADOPTION OF INSTITUTION POLICIES

This policy must be posted in a conspicuous place at the NSHE System Administration offices (Reno and Las Vegas) and at the office of the president of each NSHE institution. Each institution and the Chancellor's office shall post the policy on its website. The president of each institution and the Chancellor shall designate one or more employees to act as records officials. (NRS 239.008). Each institution may establish its own policy in compliance with NRS Chapter 239, to be followed in lieu of this policy, subject to the prior review of institution general counsel and approval of the president.

B. PROCEDURE AND FEES

The following fees are to be charged by all NSHE institutions or units in responding to all requests for copies of public books or records pursuant to NRS Chapter 239 (Nevada Public Records Act). The fees set forth in this schedule are solely applicable to public records requests. Requests for copies of public books or records may be oral or in writing. NOTE: The Nevada Public Records Act does not require the creation of documents or customized reports in response to requests for information.

1. Fees for Copies of Public Records on Letter Size or Legal Size Paper (NRS 239.052). Ten cents ($.10) per page after the first twenty (20) pages will be charged for a copy of a public book or record on standard letter size or legal size paper. Additional fees may be charged for oversized, difficult to copy or color records, or for the cost of a DVD/CD on which the record is provided. The requester must be informed of any such additional charges before the copies are made and such charges must not exceed the actual cost of providing the copies. The per page copy fees are separate and in addition to any fee to be charged for extraordinary use of personnel or technology.

2. Fees for Requests Requiring Extraordinary Use of Personnel or Technology (NRS 239.055). If extraordinary use of personnel or technological resources is required to comply with a public books or records request, the requester must be charged a reasonable fee, not to exceed fifty (50) cents per page, for the extraordinary use of personnel or technological resources.

a. Extraordinary Use of Personnel. Extraordinary use of personnel means time in excess of two (2) hours per employee reasonably and necessarily required to provide cost estimates, locate, format, retrieve, compile, review of confidentiality, research, redact, copy requested documents, provide required notices, or other work related to responding to the request. The rate charged must be reasonable, based on the actual cost incurred and must not exceed fifty (50) cents per page. The estimate of the cost shall take into consideration, but not necessarily be limited to, the gross hourly wages of each of the staff member(s) reasonably available and qualified to respond to the request. The time must be the actual time required to respond to the request. The extraordinary use of personnel fee must not include the first two (2) hours of each employee's time.

b. Extraordinary Use of Technological Resources. Should extraordinary use of technology be required to comply with a public books or records request, the requester must be charged the actual cost for the use of the technology, exclusive of overhead, and not to exceed fifty (50) cents per page.

3. Prior Notice of Extraordinary Fees (NRS 239.055). Prior to preparing information which requires extraordinary use of personnel or technology, the employee who is responding to the request must prepare an estimate of the time required to comply and must inform the requester of the anticipated charge based upon those estimates. The estimated fee must be collected before the work begins to prepare the requested copy of the public record. If the requester objects to the prior payment of all or part of the estimate, counsel should be consulted. NSHE will not charge an additional fee as provided herein if subsequent requests for the same documents do not require the extraordinary use of NSHE personnel or technological resources to fulfill the additional or subsequent requests. If the actual cost is less than the estimate, the balance must be returned to the requester.

4. Fees for Copies of Public Records in Other Media (NRS 239.010(4)). A person may request a copy of a public record in any medium in which the public record is readily available. An officer, employee or agent of a governmental entity who has custody of a public record must not refuse to provide a copy of that public record in a readily available medium because the officer, employee or agent has already prepared or would prefer to provide the copy in a different medium. In the event a request is made for a public record maintained in a readily available medium other than letter size or legal size paper or the readily available medium of the public record cannot be accurately reproduced on a standard copier to letter size or legal size paper, the requester must be charged the actual cost for reproducing the record.

5. Fees for Records from Geographic Information Systems (NRS 239.054). A fee for public information maintained and retrieved from a geographic information system may include the reasonable costs related to:

   a. The gathering and entry of data into the system;

   b. Maintenance and updating of the database of the system;

   c. Hardware;

   d. Software;

e. Quality Control;

f. Consultation with personnel of the governmental entity.

Prior to retrieving the record from the geographic information system, the processing employee must obtain estimates of the costs required to comply and must inform the requester of the estimated fee. The estimated fee must be collected before the work begins to prepare the requested copy of the public record. If the actual cost is less than the estimate, the balance must be returned to the requester.

6. Additional Fee for Copy of Transcript of Administrative Proceeding (NRS 239.053). If the public records request is for a copy of a transcript by a certified court reporter of an administrative proceeding, in addition to the actual cost of the medium in which the copy of a transcript is provided, the requester must be charged the per page fee set forth in the contract with the court reporter.

7. Public Meetings; Providing Copies of Agenda and Supporting Material (NRS 241.020(5) & (6)). Upon any request, a public body must provide at no charge at least one copy of:

   a. An agenda for a public meeting;

   b. A proposed ordinance or regulation which will be discussed at the public meeting; and

   c. Any other supporting material provided to the members of the body except materials:

      i. Submitted to the public body pursuant to a nondisclosure or confidentiality agreement;

      ii. Pertaining to the closed portion of such a meeting of the public body; or

      iii. Declared confidential by law or by application of appropriate legal standards.

   If the requester has agreed to receive the information and material set forth above subsection 5 by electronic mail, the processing employee must, if feasible, provide the information and material by electronic mail.

8. Certification of Public Records (NRS 239.030). Upon request, each NSHE department having custody of a public record must certify that the copies provided are true and correct copies of the records on file in the office as of the date provided. NRS 240.100 authorizes notary fees of $2.50 for certification of copies. No additional fee for certification will be required, unless otherwise established in state or federal law.

(Added 6/14)

Section 19. Affordable Care Act Compliance Policy

Purpose: To comply with the employer shared responsibility requirements included in the Patient Protection and Affordable Care Act, the Health Care and Education Reconciliation Act, and associated federal regulations and state laws (collectively the “Affordable Care Act”).

Statement of Policy: It is the policy of NSHE that all full-time employees of NSHE, as defined by the Affordable Care Act and this Policy, should be offered the opportunity to enroll themselves and their dependents in NSHE sponsored health coverage.

Limitation of Policy: This policy is not a statement of benefits offered or a description of any health coverage program. Rather, it sets forth the procedures NSHE and its institutions should use to comply with the Affordable Care Act.

Full-Time Employee under the Affordable Care Act: A "full-time employee" of NSHE for the purposes of the Affordable Care Act is any employee of NSHE that provides one hundred and thirty (130) or more hours of service per calendar month.

Determining Full-Time Status:

I. New Employees

A. New Employees Reasonably Expected to Be Full-time Employees – New employees hired for positions that are reasonably expected to be full-time positions should be offered the opportunity to enroll in health coverage on the first day of the first full calendar month of employment. "Reasonably expected to be full-time" is defined as an employee hired for a position that at the time of hire is expected to average 130 or more hours of service per month.

B. Initial Measurement Period for New Employees Not Expected to Be Full-time – NSHE will utilize a ten (10) month initial measurement period to determine the status of new employees who are not reasonably expected to be full-time employees. The initial measurement period will begin on the first day of the month following the new employee's first day of employment. If an employee averages more than 130 hours of service per month for the initial measurement period that employee should be offered the opportunity to enroll in health coverage starting the first day of the calendar month following the end of the initial measurement period. Such coverage shall be available to the employee for a period of ten (10) months or the length of employee's employment with NSHE, whichever is shorter. "Not reasonably expected to be full-time" is defined as an employee hired for a position that at the time of hire is not expected to average 130 or more hours of service per month.

II. Ongoing Employees

A. Ongoing Employee Definition "Ongoing Employee" is defined as a current employee of NSHE that is: (1) employed by NSHE at the time this policy is adopted; (2) hired by NSHE for a position that is reasonably expected to be full-time; or (3) hired by NSHE for a position not reasonably expected to be full-time and has completed the initial measurement period.

B. Salaried Employees

a. Monthly Review Period – Ongoing Employees who are paid on a salary basis will have their hours of service reviewed on a monthly basis. If an Ongoing Employees who is paid on a salary exceeds 130 hours of service in a month she/he shall be entitled to receive and should be offered the opportunity to enroll in health coverage. Health coverage ends at the earlier of: (a) the employee ceases to work 130 hours or more in a month; (b) the termination of employment; or (c) declination of health coverage.

C. Hourly Employees

a. Use of Standard Measurement Period/Stability Safe Harbor— Ongoing Employees who are paid on an hourly basis will use the standard measurement period/stability safe harbor available under the Affordable Care Act to determine full-time employee status. Under this method, the total number of "hours of service" for each hourly employee are averaged over a "standard measurement period" to determine which employees are full-time employees for purposes of the subsequent stability period.

b. Standard Measurement Period—NSHE will utilize a ten (10) month standard measurement period beginning on July 1st of each year.

c. Administrative Period – Each NSHE institution may take a period of sixty-one (61) days between the end of each Standard Measurement Period and the beginning of the Stability Period to notify employees of eligibility and enroll those employees that elect to be covered through NSHE.

d. Stability Period – NSHE will utilize a ten (10) month stability period from July 1st of each year until April 30th of the following year.

e. Coverage in the Stability Period –An hourly employee who is determined to be a full-time employee during a Standard Measurement Period is entitled to be offered health coverage for the subsequent stability period. Health coverage ends at the earlier of: (a) the end of the subsequent stability period; (b) the termination of employment; or (c) declination of coverage health coverage.

III. Calculating "Hours of Service"

A. Salaried Employees - Salaried employees are credited with 8 hours of service for each day in which the employee is paid or entitled to be paid. Salaried employees working a half day or less shall be credited 4 hours of service in each half day or part thereof for which the employee is paid or entitled to be paid.

B. Hourly Employees - Hourly employees are credited for 1 hour of service for each hour in which the employee is paid or entitled to be paid.

C. Instructional Letter of Appointment Faculty – Letter of Appointment and other temporary faculty who teach classes and are not paid on a salaried or hourly basis are credited with 2.25 hours of service for each hour of class time. Letter of Appointment and other temporary faculty will be credited 1 hour for each hour of office hours and 1 hour for each hour of meetings which the faculty member is required to attend.

D. Other Employees not Paid on an Hourly or Salaried Basis– Each NSHE institution must adopt reasonable policies and procedures for counting the hours of service of employees, other than Instructional Letter of Appointment Faculty, that are not paid on an hourly or salaried basis. These reasonable procedures must take into account the time necessary for the employee to meet their employment duties.
E. Independent Contractors - Hours worked by Independent contractors, employees of NSHE vendors/contractors, volunteers, and employees of employee leasing organizations are not "hours of service" and do not count towards eligibility for NSHE sponsored health coverage.
F. Federal Work Study Program - Hours worked pursuant to a federal work study program do not count as "hours of service."
G. Annual Leave – Time spent on paid annual leave counts towards hours of service and should be credited in accordance with how the employee is paid (e.g. salaried, hourly, LOA, etc…)
H. Sick Leave - Time spent on paid sick leave counts towards hours of service and should be credited in accordance with how the employee is paid (e.g. salaried, hourly, LOA, etc…).
I. Other Paid Leave – Time spent on other types of paid leave counts towards hours of service and should be credited in accordance with how the employee is paid (e.g. salaried, hourly, LOA, etc…).
J. FMLA Leave – If an employee uses annual and/or sick leave while on FMLA the rules for annual and/or sick leave apply. Unpaid time spent on FMLA should be excluded from the calculation of hours worked over the Standard Measurement Period. For example, an employee that spends one month on FMLA leave during the Standard Measurement Period would have their total hours of service averaged over nine (9) months (rather than 10) to determine full-time employee status.
K. Other leave/Unpaid leave – Time on leave not otherwise described in this policy does not count as towards hours of service.
L. Tracking and Reporting "Hours of Service" – NSHE institutions should track the hours of service of all employees and monitor these hours on at least a monthly basis.

IV. Breaks in Employment

NSHE will treat an employee as a "new" employee for purposes of the Affordable Care Act if either:

a. The period which the employee provides 0 hours of service for NSHE is 26 weeks; OR
b. The period which the employee provides 0 hours of service for NSHE is at least 4 consecutive weeks and the employee was employed for less than the total number of weeks in which 0 hours of service was provided.

Application of ERISA: Nothing in this policy should be interpreted as consent or acknowledgement that the Employee Retirement Income Security Act of 1974 (ERISA) applies to NSHE or any health coverage offered by NSHE to its employees.

Reporting: NSHE institutions are authorized to complete all reports required by the Affordable Care Act in accordance with this policy and applicable law.
(Added 9/15)

CHAPTER 5

FISCAL PROCEDURES

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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.

d. The primary beneficiaries/attendees are medical or dental residents whose duties restrict the resident to the premises.

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 Chief Financial Officer who will report all such exceptions to the Board of Regents.

(Added 6/05; A. 1/06, 4/06, 3/08, 11/12, 9/14)

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 Chief Financial Officer 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 Chief Financial Officer 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.

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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, are all contracts 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 System General Counsel's 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. Please note, however, that *Procedure & Guidelines Manual*, Chapter 6, Section 11 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 III, 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 Business, Finance 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>

   Except as otherwise provided in Q 13 A.4 below (sponsored project contracts), all contracts (including interlocal cooperative agreements, interlocal contracts, and standard form contracts)**:**

[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.

(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
(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)

Except as otherwise provided in Q 13 A.4 below, 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. Sponsored Project and Sponsored Program Contracts – Consideration of Three Million Dollars ($3,000,000) or Less and Terms of Five Years or Less

All sponsored project and sponsored program contracts:

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

(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.

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

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

[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 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.

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 System General Counsel's 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 System General Counsel's 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/System General Counsel?

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, must 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)

By: _____
(signature)

_____
(printed name)

_____
(title)

(Name of Contractor)

By:_____
(signature)

_____
(printed name)

_____
(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 on behalf of (Name of Institution)	(Full legal name of Lessor)
By: _____ (signature)	By:_____ (signature)
_____ (printed name)	_____ (printed name)
_____ (title)	_____ (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.

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*, Chapters 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, 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: (Full Legal Name of Institution)	HOSPITAL/FACILITY: (Full Legal Name of Hospital/Facility)
By: _____ (signature)	By:_____ (signature)
_____ (printed name)	_____ (printed name)
_____ (title)	_____ (title)

Standard Form Education Affiliation Agreement

Education Affiliation Agreement

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)

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, 6/16, 6/17)

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. Life Cycle Cost Analyses

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. _____ Provisions for costs such as Plan Review _____ Printing/reproduction _____ Other _____ Effective Date of Contract
	Insurance: _____ General Liability _____ Workers' Comp documents _____ Vehicle Liability
	Bid/Performance bonds.
	Notice to Proceed.
	Public works inspections.
	Percent Completion/payments.
	Change Orders (See Note 1 below): _____ Specifications _____ Budget modifications _____ Approvals Cumulative amount of change order equal to or greater than 10% (please check and initial): $ _____ Change Order #1 ____ $ _____ Change Order #2 ____ $ _____ Change Order #3 ____ $ _____ Change Order #4 ____ $ _____ 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: Send to the Chancellor's Office for approval if 1) the original contract was not signed by the Chancellor (i.e. was for less than $1 million) and the cumulative amount of change order(s) causes the aggregate contract amount to exceed the $1 million threshold (triggering Chancellor approval); or 2) the cumulative amount of change order(s) exceeds ten percent (10%) of the original contract for construction.
(Added 7/06; A. 9/19)

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.

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, 12/14)

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 expense report when exceptions are granted to the standard hotel rates as stated in *State Administrative Manual* Sections 0212.0 and 0214.0. When flying, additional fees such as an upgrade to the Business Select level, early bird check-in, flight insurance, or fees for more than one checked bag, etc. will not be reimbursed to the traveler. TSA pre-check or similar fees will not be reimbursed.

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)

Breakfast per diem will not be reimbursed for travelers who depart their home city after 9:00 a.m. Dinner per diem will not be reimbursed for travelers who return to their home city before 5:00 p.m.

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. Overnight lodging within 50 miles or less (one way) from the employee's principal station must be justified in writing, approved by the individual authorized to approve such travel and included with the expense report. These expenses will not be allowed unless:
    a. Inclement weather conditions make travel difficult, or
    b. Late official meetings are required, or
    c. Individuals involved are conference hosts responsible for meeting arrangements.

5. Unless specifically authorized in writing by the employee's supervisor for the employer's convenience, 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. If a personal vehicle is used for the employee's convenience, the employee will be reimbursed at the convenience rate as established by the State of Nevada.

6. 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.

Employee Lodging:
NSHE institutions may make exceptions to the rate of reimbursement for lodging when one or more of the following applies:

1. Lodging is procured at a prearranged place such as a hotel when a meeting, conference or training session is held or;

2. Costs have escalated because of special events; lodging within prescribed allowances cannot be obtained nearby; and costs to commute to/from the nearby location exceed the cost savings from occupying less expensive lodging. If the condition(s) above exist, employee may apply the following rules to the rate of reimbursement for travel:
    a. 150% of the standard CONUS federal per diem rate for non-surveyed in-state sites.
    b. 175% of the federal per diem rate for surveyed out-of-state sites or;
    c. 300% of the standard CONUS federal per diem rate for non-surveyed out-of-state sites.

3. As otherwise approved by the Chancellor, a Vice Chancellor, institution President or a person(s) delegated by him/her, or the Chief of Staff to the Board of Regents for BoR staff travel.

A request for exemption must be noted on the expense report.

Regent Travel

TRAVEL REGULATIONS – 10/01/19 – 09/30/20

REGENTS

In-State and Out-of-State Lodging and Per Diem

*Reference the GSA – Domestic Per Diem Rate website - http://www.gsa.gov/

Receipts required for reimbursement:

- Expenses for parking or vehicle storage
- Car rental
- Gas Receipts
- 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 expense report, 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:

Employees may receive reimbursement for mileage when using his/her own personal vehicle. The rate of reimbursement depends on whether the employee is using their personal vehicle for the State's convenience or for the employee's convenience. The current mileage reimbursement rates can be located on the State of Nevada Governor's Finance Office Budget Division All Agency Memos website (www.budget.nv.gov/Policy-Directives).

Reimbursement for an employee using his/her own personal vehicle for the State's convenience must attach the "Personal Vehicle Mileage Reimbursement" memo to their expense report.

Reimbursement for an employee using his/her own motorcycle or airplane, rates can be found on the GSA website (https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates).

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 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, 1/14, 3/14, 9/14, 12/14, 6/15, 9/15, 3/16, 12/16, 3/17, 3/18, 6/18, 4/19, 12/19)

Section 12. 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

1. 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.

2. 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.

3. 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.

4. 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

5. 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.

6. 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.

7. 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.

8. 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 13. 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)

Section 14. Athletic Coach and Director Agreements, Checklist and Guidelines

A. Athletic Coach and Athletic Director Contract Guidelines

1. **Appointments.** Appointments of Athletic Coaches, Assistant Coaches and Athletic Directors shall be made in accordance with Title 4, Chapter 24, Section 1, Subsection 10 and these Guidelines.
2. **Changes to Template Language.** The approved templates shall be used for Athletic Coach, Assistant Coach and Athletic Director contracts that exceed the AD Threshold as that term is defined in Title 4, Chapter 24, Section 1, Subsection 10. The contract terms may be varied by negotiation only in accordance with the provisions of Title 4, Chapter 24, Section 1, Subsection 10 and these Guidelines. It is anticipated that not all of the template terms may be appropriate for assistant coach contracts. However, the institutions should try to minimize revisions. Changes to the template language must be justified in writing as an attachment to the Contract Checklist, which must be submitted to the Chancellor and the Chief of Staff of the Board of Regents within 24 hours after the execution of any employment contract.
3. **Term of the Contract.** Long term contracts create huge potential liquidated damages and other monetary liabilities for the institution. The institution must address its ability to pay for those potential liabilities as part of the certifications and disclosures required under Title 4, Chapter 24, Section 1, Subsection 10.
4. **Contract Checklist.** The Contract Checklist shall be completed and submitted to the Chancellor and Chief of Staff of the Board of Regents for coach or athletic director contracts that exceed the AD Threshold within 24 hours of the execution of a contract.
5. **Diversity Efforts.** The institution shall provide written information regarding its efforts to obtain a diverse pool of candidates as an attachment to the Contract Checklist. An outside review of the institution process may be used.

B. Head Coach Employment Agreement

HEAD COACH EMPLOYMENT AGREEMENT BETWEEN

BOARD OF REGENTS OF THE

NEVADA SYSTEM OF HIGHER EDUCATION

ON BEHALF OF

THE _____

AND

_____

HEAD COACH EMPLOYMENT AGREEMENT
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HEAD COACH EMPLOYMENT AGREEMENT
between
Board of Regents of the Nevada System of Higher Education,
on behalf of
the University of _____
and
_____

This Head Coach Employment Agreement (this "Agreement") is effective this _____ day of _____, 201_ (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of _____ (the "University"), and _____ (the "Head Coach" or the "Employee").

ARTICLE 1 – PURPOSE

The University and the Head Coach have entered into this Agreement because the University desires to contract the Employee for the period set forth in Article 3 with the Employee's assurance that Employee will serve the entire term of this Agreement, a long-term commitment by the Employee being critical to the University's desire to run a stable athletic program. The University and the Employee agree that head coaches of intercollegiate athletic teams at the University conduct their professional activities under circumstances unique in the University community and among University employees, including evaluation and scrutiny of program performance by the public and the news media and control by external rules and regulations, including without limitation the rules and regulations of the National Collegiate Athletic Association ("NCAA") and the athletic conference of which the University is a member (the "Conference"). These circumstances justify job security and commitment by the Employee longer than one year but less than a continuous appointment. The Employee desires to obtain the opportunities of employment with the University which are set forth in this Agreement. For these reasons, the University has agreed to employ the Employee and the Employee has promised to be employed by the University upon the terms and conditions set out in this Agreement.

ARTICLE 2 – PUBLIC DOCUMENT

The parties agree that this Agreement is a public document and that the University may release copies of this Agreement to persons requesting the same.

ARTICLE 3 – TERM OF EMPLOYMENT, NOTICE OF NON-RENEWAL, MANDATORY BACKGROUND CHECK, AND EMPLOYEE'S CERTIFICATION OF TRUTH AND ACCURACY OF MATERIALS AND REPRESENTATIONS

3.1. TERM OF EMPLOYMENT

The Employee's employment hereunder shall commence on the Effective Date and shall continue until this Agreement terminates upon the close of business at the University on ____ , _____, (the "Term"), provided, that this provision is subject to the terms and conditions of Article 6 hereof concerning termination and Article 7 hereof concerning restrictions on competition, and neither party shall have any right to terminate this Agreement prior to the close of business at the University on ____ , _____, except as provided therein.

3.2. NOTICE OF NON-RENEWAL

THE PARTIES TO THIS AGREEMENT EXPRESSLY UNDERSTAND AND AGREE THAT THE PROVISIONS OF THIS ARTICLE CONSTITUTE THE NOTICE TO THE EMPLOYEE OF THE NONRENEWAL OF EMPLOYMENT AT THE UNIVERSITY AND THAT EMPLOYEE'S EMPLOYMENT WILL TERMINATE UPON THE CLOSE OF BUSINESS AT THE UNIVERSITY ON THE DATE SET FORTH IN THIS ARTICLE 3, AND THAT, NOTWITHSTANDING ANY PROVISION OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE") CODE (BOARD OF REGENTS' HANDBOOK, TITLE 2) (HEREINAFTER, "NSHE CODE") TO THE CONTRARY, NO OTHER NOTICE OF NONRENEWAL OF EMPLOYMENT SHALL BE REQUIRED.

3.3. MANDATORY BACKGROUND CHECK

Employee is subject to a mandatory background check to be undertaken by the University and completed within thirty (30) days of the Effective Date of this Agreement. Employee's academic degrees and credentials must be confirmed, and Employee's NCAA compliance record reviewed and accepted by Employer before the Agreement is signed. Employee's failure to pass the background check to the satisfaction of the University, in its sole reasonable discretion, invalidates and voids this Agreement and results in immediate termination for cause. Following initial employment, Employee is subject to and hereby consents to additional background check(s) at the University's discretion at any time during employment. Employee's failure to pass any background check to the satisfaction of the University, in its sole reasonable discretion, for reasons that would constitute cause for discipline under Paragraph 6.1.c or cause for termination of the contract, invalidates and voids this Agreement and results in immediate termination for cause.

3.4. EMPLOYEE'S CERTIFICATION OF TRUTH AND ACCURACY OF MATERIALS AND REPRESENTATIONS

Employee does hereby certify and declare that Employee's application materials, including but not limited to resumes and curriculum vitae submitted in support of candidacy for or continuation of employment are a true and accurate representation of Employee's education, credentials, qualifications, experience, and background and acknowledges that falsification of employment applications or documents submitted to the NSHE, or making other false or fraudulent representations in securing or maintaining employment is prohibited. Falsification or misrepresentation of education, credentials, qualifications, experience, or background and/or evidence that degrees offered in support of candidacy for or continuation of employment have been issued from non-accredited institutions, in University's sole reasonable discretion, invalidates the employment contract and voids this Agreement and results in immediate termination for cause.

ARTICLE 4 – POSITION

4.1 Employment As Head _____ Coach Of University.

4.1.a. Position

The Employee is hereby employed by the University. Throughout the Term, the Employee shall use Employee's best full-time energies and abilities for the exclusive benefit of the University. The Employee shall serve as the Head Coach of the University's _____ program (the "Program"), and the Employee, as Head Coach, shall also serve as the primary and responsible administrator of the Program.

4.1.b. Head Coach is Administrator; Reassignment

Employee is an "administrator" as that term is defined by the policies, rules and regulations of the Board of Regents of the Nevada System of Higher Education and is subject to reassignment. In the event that Employee is reassigned to duties other than those as Head Coach of the Program during the Term of this Agreement, Employee's compensation shall be limited to the Base Salary and fringe benefits set forth in Articles 5.1 and 5.2 of this Agreement.

OR

4.1.b. Head Coach May Not Be Reassigned

Notwithstanding that Employee shall have administrative duties, Employee is not subject to reassignment from the position of Head Coach to another position at the University.

4.2 Description Of Employee's Responsibilities

4.2.a. Recognition Of Duties

The Employee agrees to be a loyal employee of the University. The Employee agrees to devote Employee's best efforts full time to the performance of all duties for the University, to give proper time and attention to furthering Employee's responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by NSHE, the University, the NCAA, and the Mountain West Conference (the "Conference") or any successor conference, and to comply with all rules, regulations, policies, and decisions established or issued by the athletic department of the University (the "Athletic Department"). The Employee agrees that, notwithstanding any provision of Article 5.8 herein, during the Term, Employee will not engage, directly or indirectly, in any business or investments that would materially detract from or interfere with Employee's ability to apply best efforts to the performance of all duties hereunder. Subject to the provisions of Article 5.8, the Employee also agrees not to knowingly usurp any corporate or competitive opportunities of the University.

4.2.b. General Duties And Responsibilities of Employee

During the Term, the Employee agrees to undertake and perform properly, efficiently, to the best of Employee's ability and consonant with the standards of the University all duties and responsibilities attendant to the position of Head Coach of the Program as set forth in Article 4.2.c below. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the NCAA and all NCAA and University rules and regulations relating to Employee's conduct and administration of the Program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof, as well as the applicable constitution, bylaws, rules and regulations of the Conference. In the event that the Employee becomes aware of, or has reasonable cause to believe that violations of any NCAA constitution, bylaws, rules or regulations, or official interpretations thereof, may have taken place, Employee shall report the same promptly (within 48 hours) to the University's Director of Intercollegiate Athletics ("Athletic Director") or designee.

It is further understood that Employee is individually responsible for compliance with the policies of NSHE, the University, including, but not limited to, those of its Athletic Department, and with the rules and regulations of the NCAA and the Conference and the constitution, bylaws, rules, regulations and official interpretations thereof, as may be in effect from time to time, and for reporting violations and potential violations thereof to the Athletic Director. The Employee agrees to adhere to, respect and follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student athletes for the Program.

All academic standards, requirements and policies of NSHE and University shall also be observed by the Employee and members of Employee's staff, including assistant coaches, at all times and shall not be compromised or violated at any time. It is the goal and desire of both the University and Employee that student athletes in the Program perform at the highest possible academic level. As Head Coach, the Employee will publicly support the mission and policies of the University and the Athletic Department. Employee shall not exhibit any behavior that, in the sole discretion of the Athletic Director, brings Employee or University into public disrepute, contempt, scandal or ridicule or in any behavior that is unfavorable to the reputation or ethical standards of NSHE or University. In Employee's position as Head Coach of the Program, the Employee is held directly accountable for these general responsibilities relating to the Program: implementation of the budget for the Program and the recruiting, training, supervision, evaluation and performance of student athletes and coaching staff.

As Head Coach of the Program, Employee shall be positive in supporting the Program, the Athletic Director, the Athletic Department, and the University.

4.2.c. Duties and Responsibilities While Employed As Head Coach

The duties and responsibilities assigned to the Employee in connection with this position as Head Coach of the Program are as set forth below. The Employee's specific job duties and responsibilities shall be reviewed, assigned and revised from time to time, after consultation with the Employee, by the Athletic Director. The duties and responsibilities are not exclusive of the other general duties and responsibilities provided for elsewhere in this Agreement.

1. Specialized Position

The position of Head Coach of the Program is a specialized professional position. The Employee is responsible for evaluating, recruiting, training and coaching student athletes to compete successfully against major college competition in a quality program and the Employee is expected to conduct the Program in a manner most beneficial to the University and its Athletic Department.

2. Coaching

Employee shall participate in the instruction and coaching of student-athletes and shall effectively apply experience in recruiting, training and coaching of student-athletes.

3. Recruiting

Employee shall determine evaluation schedules for high school contests and junior college contests, as appropriate, to interview and recruit prospective student-athletes.

4. Rules Compliance

Employee shall comply with all rules, regulations, guidelines and policies of the Athletic Department, the NCAA and the Conference. Employee shall have complete knowledge of the rules and regulations governing intercollegiate athletics and maintain strict compliance therewith and attend all department-wide rules education meetings unless the Athletic Director or designee gives prior approval for absence from such meetings.

5. Good Sportsmanship

Intercollegiate athletics contests shall be conducted in a sportsmanlike manner. Employee shall use best efforts to ensure that all student-athletes, coaches and staff who are associated with the Program conduct themselves in a sportsmanlike manner. Employee shall (and shall also ensure that that all student- athletes, coaches and staff) exhibit ethical behavior at all NCAA and Conference competitions and shall conduct themselves in accordance with the rules of the NCAA and the Conference and the playing rules of the respective sports. If Employee violates playing rules of the sport in which Employee serves as Head Coach (including, but not limited to, receipt of technical

fouls or ejection from any game), Employee may be subject to disciplinary or corrective action as set forth in the NCAA, Board of Regents' or University enforcement procedure and/or as set forth below in Article 4.3 and Article 6.1.c and d. Employee shall (and shall also use best efforts to ensure that all student-athletes, coaches and staff) refrain from making negative comments regarding an opposing institution or its players, teams, coaches/staff or game officials, and shall create a healthy environment for competition.

6. Fiscal Management

Employee is responsible for all aspects of fiscal management related to the Program. The Employee, in conjunction with the Athletic Director may be required to assist in securing outside funding to meet the needs of the Program or to enhance the overall Athletic Department programs, if necessary.

7. Support Academic Mission

Employee shall work towards integration of intercollegiate athletics and the experience for each student-athlete into the whole spectrum of academic life and to complement the University and its mission.

8. Academic Performance

Commencing with the academic year _____, and each academic year thereafter for the Term, the Employee will use best efforts to maintain a minimum academic performance rate ("APR") of _____ or above, or as established by the NCAA or the Conference, whichever is the higher, for all athletes on the Program's team. If the said minimum APR is not achieved in any academic year, Employee shall, within thirty (30) days of the end of the academic year, prepare and submit to the Athletic Director or designee a written plan of action to achieve the minimum APR in the next academic year. Upon approval by the Athletic Director or designee, Employee shall collaborate with all applicable units to implement such plan. Employee shall require all athletes on the Program's team to follow all academic procedures established by the Athletic Department.

9. Other Specific Duties and Responsibilities

The Athletic Director or designee may assign any additional duties and responsibilities that are reasonably related to the position of Head Coach for the sport in which Employee serves as Head Coach.

4.3 Employee Subject to Discipline/Corrective Action for Violations of Board of Regents, Institution, NCAA, and Conference Rules and Regulations

4.3.a. Prior Employment

If the Employee is found to have violated NCAA rules and regulations during prior employment at another NCAA member institution, the Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure.

4.3.b. Discipline/Corrective Action

1. Warning, Reprimand, Suspension with Pay and Non-monetary Corrective Action

Notwithstanding any provisions of the NSHE Code, if the Employee is found to be in violation of Board of Regents, University, NCAA or Conference rules and regulations, or provisions of this Agreement, including, but not limited to, the prohibitions set forth in Article 6.1.c hereof, while employed by the University, the Employee, in the University's sole reasonable judgment, may be subject to disciplinary or corrective action as set forth in the NCAA, Board of Regents, University or Conference enforcement procedure and/or as set forth in this Article 4.3.b.1. The Athletic Director may issue a verbal or written warning, issue a written reprimand, suspend the Employee with pay, require the

Employee to undergo additional training or education and/or impose any additional non-monetary disciplinary or corrective actions, including those allowed under NCAA or Conference rules or regulations. Nothing in this section shall prevent the Employee from also being disciplined under Article 4.3.b.2 of this Agreement or from Employee's employment being terminated as provided in Article 6.1.c and d. hereof for such violations.

The Athletic Director shall give the Employee written notice of intent to discipline. The written notice must describe the circumstances of the alleged prohibited conduct, the alleged violations, the intended discipline and may include materials or documentation in support of the charges. The Employee may present a written response to the Athletic Director within five (5) calendar days after receipt of the written notice. The time period for the Employee's written response may be extended by the Athletic Director for good cause, as determined in the sole and absolute discretion of the Athletic Director. Under this Article 4.3.b.1, there is no right to an evidentiary hearing with regard to any proposed discipline or to an appeal of the Athletic Director's decision. The Athletic Director shall issue a written decision within a reasonable time after receiving Employee's written response, if any, and the decision of the Athletic Director is final and not subject to any appeal, grievance or reconsideration. Notwithstanding any provision of the NSHE Code to the contrary, the written decision of the Athletic Director pursuant to this Article 4.3.b.1 may be considered public and may be provided by University to the media or any other third party. Employee expressly agrees that, notwithstanding any NSHE Code provision to the contrary, the University shall be permitted to comment publicly regarding any discipline imposed pursuant to this Article 4.3.b.1 (including through public statements, press release, press conferences and in response to any public statements made by the Employee).

Employee acknowledges and agrees that the administrative process provided herein constitutes legal due process, and that no further administrative process is required.

2. Suspension Without Pay, Fines/Penalties

Notwithstanding any provisions of the NSHE Code, if the Employee is found to be in violation of Board of Regents, University, NCAA or Conference rules and regulations, or provisions of this Agreement, including, but not limited to, the prohibitions set forth in Article 6.1.c hereof, while employed by the University, the Employee, in University's sole reasonable judgment, may be subject to disciplinary or corrective action as set forth in the NCAA, Board of Regents, University, or Conference enforcement procedure and/or as set forth in this Article 4.3.b.2. The Athletic Director, with the approval of the University's President, may suspend the employee without pay and/or impose a fine or monetary penalty not to exceed $10,000 per violation. Nothing in this section shall prevent the Employee from also being disciplined under Article 4.3.b.1 of this Agreement or shall prevent the Employee's employment from being terminated as provided in Article 6.1.c and d. hereof for such violations.

The Athletic Director shall give the Employee written notice of intent to discipline. The written notice must describe the circumstances of the alleged prohibited conduct, the alleged violations, the intended discipline, and may include materials or documentation in support of the charges. The Employee may present a written response to the Athletic Director within five (5) calendar days after receipt of the written notice. The time period for the Employee's written response may be extended by the Athletic Director for good cause, as determined in the sole and absolute discretion of the Athletic Director. Under this Article 4.3.b.2, there is no right to an evidentiary hearing with regard to any proposed discipline or to an appeal of the Athletic Director's decision. The Athletic Director shall

issue a written decision within a reasonable time after receiving Employee's written response, if any, and the decision of the Athletic Director is final and not subject to any appeal, grievance or reconsideration. Notwithstanding any provision of the NSHE Code to the contrary, the written decision of the Athletic Director regarding discipline imposed pursuant to this Article 4.3.b.2 may be considered public and may be provided by University to the media or any other third party. Employee expressly agrees that, notwithstanding any NSHE Code provision to the contrary, the University shall be permitted to comment publicly regarding any discipline imposed pursuant to this Article 4.3.b.2 (including through public statements, press release, press conferences and in response to any public statements made by the Employee).

Employee acknowledges and agrees that the administrative process provided herein constitutes legal due process, and that no further administrative process is required.

4.4 Reporting Relationship

The Employee shall report to the Athletic Director. The Employee is expected to work closely with a variety of athletic department and University staff on all matters affecting the Program or otherwise connected with the discharge of Employee's duties as an employee of the University.

4.5 Annual Personnel Evaluations

The Employee's performance of job duties and responsibilities, distinguished from Employee's win-loss record will be evaluated by the Athletic Director or the Employee's direct supervisor periodically on the duties and responsibilities set forth in this Agreement according to the responsibilities set forth in Article 4.2.

40% Competitiveness;
40% Academics and rules compliance;
10% Institutional goals, including diversity, and citizenship and
10% Program administration.

These evaluations also will take into account prior evaluations and the expectations and goals set for the Employee in such prior evaluations. Academic achievement shall include, but not be limited to, maintenance of the APR as set forth in Article 4.2.c.8. An overall "unsatisfactory" rating in two consecutive annual performance evaluations shall be cause for termination by University in accordance with Article 6.1.c and d below. Employee's evaluations are not subject to the provisions of the NSHE Code, Title 2, Chapter 5, Article 5.2.3 (statement of reasons), Article 5.3.4 (reconsideration) or Article 5.12 (evaluations). However, Employee may submit a written rejoinder to the evaluation, which will be included in the Employee's personnel file.

In addition, each year that the Employee serves as Head Coach of the Program, the Employee will be responsible for evaluating assistant coaches, who shall be evaluated on the same basis as performance evaluations are done for other administrative employees of the University or as specified in the assistant coach's contract of employment.

ARTICLE 5 – COMPENSATION

In consideration for the promises Employee has made in entering into this Agreement, the Employee shall be entitled to the compensation as described below. All payments, including non-cash consideration and benefits, by the University are subject to normal deductions and withholding of all applicable state, local and federal taxes, including all provisions, regulations and guidelines of the Internal Revenue Code, and for any retirement or other benefits to which the Employee is entitled or in which Employee participates, and are subject to the terms and conditions of Article 6 hereof concerning termination of this Agreement and Article 7 hereof concerning restrictions on competitive employment.

5.1 Base Salary

The base salary paid by the University to the Employee for all services and satisfactory performance of the terms and conditions of this Agreement shall be at the base rate of $_____ ("Base Salary") per fiscal year (a fiscal year begins on July 1 and ends the following June 30), prorated to the portion of the fiscal year the Employee is actually employed, and payable in equal monthly installments by the University to the Employee on the first working day of each consecutive calendar month during the Term. Notwithstanding this Article 5.1, in the event there are salary reductions throughout the Nevada System of Higher Education for any fiscal year during the Term, Employee's salary shall be reduced by the same percentage and in the same manner as other non-tenured faculty of University through the mechanisms required by the Board of Regents, such as, for example, pay cuts and unpaid leave days. If the Nevada State Legislature grants a Cost of Living (COLA) increase for state employees and if the Nevada System of Higher Education authorizes a COLA increase for its employees, Employee is not entitled to receive a COLA increase. If the Nevada State Legislature funds merit awards for Nevada System of Higher Education faculty and the Nevada System of Higher Education and University authorizes merit awards for University employees, Employee is not eligible to participate in the merit program.

5.2 Fringe Benefits

Except as provided herein, the Employee shall be entitled to the standard fringe benefits provided to all other professional employees of the University including, but not limited to, retirement contributions based upon the Base Salary paid pursuant to Article 5.1 of this Agreement, insurance and sick leave. The Employee is responsible for notifying the Athletic Director or designee in writing of any request to use sick leave time. Annual leave shall not be earned or accrued; however, personal leave may be taken at times and in duration approved in advance or as directed by the Athletic Director or designee, at the request of Employee or otherwise.

5.3 Initial Employment Allowance and Expenses

[The University shall allocate an initial employment allowance for the purpose of reimbursing the Employee for reasonable moving and related expenses for relocation which shall not exceed ten (10) percent of base compensation. Employee must submit written invoices or other documentation for such expenses and reimbursement is subject to approval by the president or designee.

OR

Within ____ days of beginning employment, Employee shall receive an additional one-time gross payment equivalent to one month's base salary of $_____. Employee will not be eligible for reimbursement for moving, relocation or other expenses in connection with commencement of employment. Should Employee terminate employment pursuant to Section 6.2 of this Agreement within twelve (12) months of the Effective Date of this Agreement, Employee shall repay the initial employment allowance to University in full within thirty (30) days of termination. Any repaid amount shall bear simple interest at the rate of eight (8) percent annum until paid in full.]

The University will reimburse the Employee for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of Employee's duties under this Agreement, including, but not limited to, expenses incurred while recruiting and scouting. Such reimbursement shall be made in accordance with standard reimbursement rates and procedures of the University upon presentation to the University of standard travel reimbursement forms, vouchers or other statements itemizing such expenses in reasonable detail. In addition, the University will provide the Employee's spouse or domestic partner, and minor child(ren) with team travel privileges to all University away games and all University NCAA post-season travel at the standard state per diem rate.

5.4 Automobile and Hosting Account

The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, one (1) automobile for use by Employee for so long as the Employee serves as Head Coach of the Program. The University further agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee's use and operation of said automobile. The Employee shall be responsible for all other expenses involved in the use and operation by Employee of said automobile. In addition, Employee agrees to comply with all applicable policies, guidelines and employee agreements related to the use and operation of said automobile. Employee shall have use of a hosting account in the amount of $_____ subject to all applicable Board of Regents and institution policies and procedures.

5.5 Season Tickets and Membership

The University shall make available to the Employee, upon request, for the Employee's personal and professional use and not for commercial sale, transfer or barter, a number of athletic tickets as follows:

a. The University shall make available to the Employee, so long as Employee serves as Head Coach of the Program and for no longer, _____ Season _____ Tickets;

b. The University shall make available to the Employee, so long as Employee serves as Head Coach of the Program and for no longer, upon request, up to _____ tickets to all other University varsity sport home games.

c. The University will arrange for membership privileges, at no cost to Employee, at a local golf or country club for as long as Employee serves as the Head Coach of the Program and for no longer.

5.6 Other Compensation

5.6.a. Media and Public Appearances

In consideration for Employee's satisfactory, as evaluated in the Athletic Director's sole discretion, media and public/donor appearances (the "Appearances") scheduled by the University (on and off season) of no less than _____ radio appearances _____ television/internet appearances, and _____ public/donor appearances per [fiscal/calendar] year, the University shall pay Employee $_____ per [fiscal/calendar] year, not subject to COLA, retirement contributions or retirement deductions ("Media and Public Appearance Fee"), only for so long as the Employee is serving as Head Coach of the Program. The Media and Public Appearance Fee shall be paid no later than _____ days after the [the month following completion of the required appearances/end of the fiscal year in which it is earned]. The Appearances may include appearances before civic, faculty, student, alumni, booster or other like groups, as may be reasonably determined by the Athletic Director. Notwithstanding the payment time stated herein, the Media and Public Appearance Fee is not earned unless and until the minimum number of satisfactory appearances set forth above has occurred.

In the event Employee earns the Media and Public Appearance Fee but the University terminates Employee's employment for its convenience pursuant to Article 6.1.a or Employee terminates employment for convenience pursuant to Article 6.2, University shall pay Employee the earned Media and Public Appearance Fee. In the event Employee earns the Media and Public Appearance Fee but the University undertakes a process under Article 6.1.c, the payment of any Media and Public Appearance Fee shall be delayed pending the outcome of the process and, in the event the process results in termination of the Employee's employment for cause pursuant to Article 6.1.c and d, Employee shall forfeit the Media and Public Appearance Fee.

5.6.b. Shoe and Apparel Contract

The University may enter into contract(s) with one or more shoe, apparel and/or equipment companies that require the Program to wear its shoes, its apparel and/or use its equipment during practice and/or competition. All payments or other consideration from any source related to use of shoes, apparel, equipment or any other product by the Program shall be made exclusively to the University, and not directly to Employee. Any contracts under this Article 5.6.c that require payment to the Employee shall be disbursed through the Athletic Department. Such disbursements by the Athletic Department shall be made within a reasonable period upon receipt of said monies. In no event shall the University be liable for any payment or disbursement of monies unless and until the University receives said monies for disbursement. The University shall use reasonable efforts to collect monies owing.

However, Employee may contract independently with a shoe, apparel and/or equipment company for Employee himself to wear, promote, endorse or consult with the manufacturer, distributor or seller of such products concerning the design and/or marketing of shoes, apparel or equipment, provided that any such outside employment contract is in writing, does not conflict with any existing or potential contracts or opportunities of University, is approved in advance in writing by the Director of Athletics or designee, does not extend beyond the Term, and terminates herewith. Employee shall not enter into negotiations or preliminary discussions regarding any such independent contract without the prior written consent of the Director of Athletics or designee, which consent shall not be unreasonably withheld. Employee may agree to directly receive compensation due under such independent contract only to the extent that the amounts and schedule for payment/delivery of such compensation is fully and accurately disclosed in the document by which the prior written approval of the Director of Athletics or designee is requested for Employee to enter into such independent contract.

5.6.c. Additional Compensation - Revenue Enhancement Payment

The Employee shall receive additional compensation for the Program's achievement of the following:

1. Revenue Enhancement Payment: If the total of the Program's ticket revenue, including season ticket and single game ticket revenue, exceeds $_____ in any given Program season, University shall pay the Employee [a bonus] an amount equal to 50% of every dollar of that season's ticket revenue exceeding $_____ [enter amount above], up to a maximum payment to Employee of $_____, not subject to COLA, retirement contributions or retirement deductions (the "Revenue Enhancement Payment"). The Revenue Enhancement Payment, if any, shall be paid to Employee no later than the _____ day of _____ immediately following completion of the season for which the payment was earned. In the event Employee earns the Revenue Enhancement Payment, but Employee's employment is terminated on or before _____ of that year, whether: (i) by University with or without cause pursuant to Article 6.1; or (ii) by Employee for the Employee's convenience pursuant to Article 6.2, Employee shall forfeit the Revenue Enhancement Payment. Upon the written approval of the Athletic Director, the Employee may direct the University to distribute the Revenue Enhancement Payment, or any part thereof, to the Program's assistant coaches as additional compensation to them.

5.6.d Retention Bonus

Employee shall receive a retention bonus in the amount of $_____ if still employed as of _____day of _____, _____.

5.7 Supplemental Compensation - Athletic Performance Payment

During employment as Head Coach of the Program, the Employee shall have the opportunity to earn supplemental compensation in the amounts and upon the conditions set forth below, based upon the exceptional performance of the Program's team and also based upon the team's participation in post-season games, including the additional services required of Employee in preparation for and participation in such post-season games ("Athletic Performance Payment"). The Employee may direct the University to distribute the Athletic Performance Payment that is earned under the provisions of this Article 5.7, or any part thereof, to the Program's assistant coaches as supplemental compensation to them upon the written approval of the Athletic Director.

Beginning in the second year of the employment contract, for each year that the Program's single year APR is at the level required by Paragraph 4.2.c.8, the University shall pay the Employee, as additional compensation, a total maximum amount of $_____ per fiscal year for the Program's achievement of the following:

Athletic Performance:

a. For winning or tying the Conference Regular Season Championship: $_____.
b. For winning the Conference Tournament Championship: $_____.
c. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: _____.
d. In the NCAA Tournament:
    i. For the team advancing in each round: $_____.
    ii. For the team playing in the Final Four: $_____.
    iii. For the team winning the NCAA Championship: $_____.
e. In the NIT Post Season Tournament:
    i. For the team advancing in each round: $_____.
    ii. For the team playing in the Final Four: $_____.
    iii. For the team winning the NIT Championship: $_____.
f. Not more than $_____, as determined by the Athletic Director with the approval of the President for participation in other post season tournaments.

The Athletic Performance Payment shall not be earned and payable unless the Program's single year APR is achieved and maintained at the minimum level set forth above for the immediately preceding academic year. In the event Employee earns the Athletic Performance Payment but Employee's employment is terminated on or before _____ of that year, whether: (i) by University for cause pursuant to Article 6.1.c and d; or (ii) by Employee for the Employee's convenience pursuant to Article 6.2, Employee shall forfeit the Athletic Performance Payment.

5.8 Opportunities to Earn Outside Income

While employed as Head Coach of the Program, Employee shall have the opportunity to earn outside income as a result thereof, but only upon the following terms and conditions:

5.8.a. General Provisions Concerning Outside Income

The following general terms and conditions shall apply to each case in which the Employee seeks to or makes arrangements for activities to earn outside income as a result of being Head Coach of the Program.

5.8.a.1. University Obligations are Primary

Such outside activities shall not interfere with the full and complete performance by the Employee of Employee's duties and obligations as a University employee, recognizing always that the Employee's primary obligations lie with the University and its students.

5.8.a.2. Laws and University, NCAA and Conference Rules Control

In no event shall the Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate: (1) the laws of the State of Nevada; (2) the NSHE Code, any other provisions of the NSHE Board of Regents Handbook, or rules or policies of the University or its Board of Regents; or (3) NCAA legislation or the constitution, bylaws, rules and regulations, or interpretations thereof, or of the Conference, as now or hereafter enacted. Changes or amendments of such laws, legislation, constitution, bylaws, policies, rules and regulations or interpretations thereof shall automatically apply to this Agreement without the necessity of a written modification of this Agreement or of notification to Employee.

5.8.a.3. University Approval is Required

The Employee shall obtain the advance written approval of the University's President, through the Athletic Director or supervisor, before entering into any agreements to receive outside income, which approval shall not be unreasonably withheld.

5.8.a.4. University is Not Liable

ANY ARRANGEMENTS FOR OUTSIDE COMPENSATION AND THE ACTIVITES THEREUNDER ARE INDEPENDENT OF THE EMPLOYEE'S UNIVERSITY EMPLOYMENT, AND THE EMPLOYEE HEREBY RELEASES THE UNIVERSITY FROM ANY LIABILITY, DAMAGES OR CLAIMS FOR ANY PAYMENT OF OUTSIDE COMPENSATION OR FOR ANY CLAIMS ARISING THEREFROM UNDER ANY CIRCUMSTANCES WHATSOEVER. EMPLOYEE HEREBY EXPRESSLY RELEASES UNIVERSITY, ITS REGENTS, OFFICERS, EMPLOYEE'S AND AGENTS FROM ANY AND ALL CLAIMS FOR THE LOSS OF ANY COLLATERAL BUSINESS OPPORTUNITIES OR ANY OTHER BENEFITS, PERQUISITES OR INCOME RESULTING FROM ANY OUTSIDE ACTIVITIES OF EMPLOYEE.

5.8.b. Commercial Endorsement

Subject to the provisions of Article 5.8.a hereof, the University and the Employee agree that the Employee may undertake commercial endorsements of products and services in which Employee is identified as the Head Coach of the Program, but that Employee may not otherwise associate the University's name with an endorsement and provided that all such endorsements must cease at the termination of this Agreement or at such time as Employee stops serving as Head Coach of the Program.

5.8.c. Income from Written and Video Materials

Subject to the provisions of Article 5.8.a hereof, the Employee may write and release books and magazine and newspaper articles, columns or video productions in connection with Employee's position as Head Coach of the Program. The Employee agrees to act in a professional manner in all such matters and shall in no way disparage the Nevada System of Higher Education, the University, their activities, programs, regents, officers, employees or agents.

5.8.d. Summer Camp

Subject to the provisions of Article 5.8.a hereof and subject to the availability of the facilities in question, for so long as the Employee serves as Head Coach of the Program, the Employee shall have the opportunity to use University facilities in connection with a summer camp run by the Employee and using Employee's name, along with Employee's identification as the Head Coach of the Program, provided that the University is reimbursed by Employee for its actual and overhead expenses incurred in making the facilities available, and upon such conditions as may be required from time to time by the University's administration. For all camps and/or clinics the Employee may conduct, the Employee shall comply with all applicable NSHE and child protection policies. In addition, for all camps and/or clinics Employee may conduct, Employee shall purchase comprehensive general liability insurance with limits

set forth by the University and which shall name the Board of Regents of the Nevada System of Higher Education as an additional insured. Prior to the commencement of such camps and/or clinics, Employee shall provide the Athletic Director or supervisor with certificates of insurance evidencing such insurance. The University may waive the insurance requirements if it is determined in the best interest of the University to conduct the camps and/or clinics through a division or department of the University. Any profits made by the Employee from this enterprise, after deducting any fees that may be due to the University for conducting the camps and/or clinics through a division or department of the University, shall be retained by him solely. Employee may direct the University to distribute this supplemental compensation, or a part thereof, to Employee's assistant coaches as supplemental compensation to them upon the written approval of the Athletic Director or Employee's supervisor. Employee shall hold harmless and defend University from any and all liability arising from any camp Employee conducts.

5.8.e. Conflict of Interest/Competing Organizations

Employee acknowledges that NSHE and institution Conflict of Interest/Compensated Outside Services Policies and all related rules and procedures thereunder apply to Employee during the Term. Consistent with such policies, Employee agrees for the Term not to serve, directly or indirectly, as an employee or otherwise, as a director, personnel executive, advisor and/or consultant, for any other university athletic program or organization, nor shall he perform athletic-related services for any organization, league, conference, college, club or group, with or without compensation, without the prior written consent of the University, which consent can be withheld in the University's sole and absolute discretion. During the Term of employment hereunder, Employee shall not make or continue to hold any investment in or be associated with any enterprise, which could be deemed to be competitive with University's objectives and philosophies or with the Athletic Department, without first having obtained the written approval of the University's President.

5.8.f. Disclosure of Outside Income

In accordance with NCAA regulations, the Employee shall report annually in writing to the President of the University, through the Athletic Director or Employee's supervisor, on or before June 30 of each fiscal year, all income from sources outside the University, including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and the University shall have reasonable access to all records of the to report outside income directly to the NCAA.

ARTICLE 6 – TERMINATION

6.1 Termination by University

The Employee recognizes that Employee's promise to remain as Head Coach of the Program through the entire Term is of the essence of this Agreement to the University. It is also recognized, however, that certain limited circumstances may make it appropriate for the University to terminate this Agreement prior to the completion of its entire term, as follows:

6.1.a. Termination Without Cause

At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) calendar days prior written notice to Employee and may immediately place Employee on paid administrative leave. The provisions of Title 2, Chapter 6, Section 6.5 do not apply to the University's decision to place Employee on administrative leave as provided in this Article 6.1.a. The termination shall be effective no earlier than ten (10) calendar days after receipt of the written notice of termination. If the University terminates this Agreement for convenience, the University shall pay to Employee, as liquidated damages and not a penalty, the following sum calculated as of the effective date of termination:

6.1.a.1.

Except as set forth in subsections 6.1.a.2 and 3, below, in the event that University terminates this Agreement for its own convenience between the Effective Date and _____ _____, University shall pay Employee as liquidated damages and not a penalty, an amount equal to Employee's Base Salary as defined in Article 5.1 of this Agreement, excluding all deductions required by law, payable monthly until the expiration of the Term, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing.

Employee shall be entitled to no other compensation or fringe benefits, except as otherwise required by law.

6.1.a.2.

The parties have both been represented by, or had the opportunity to consult with, legal counsel in the negotiations of this Agreement and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Employee may lose certain benefits, supplemental compensation, or outside compensation relating to Employee's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University is Employee's sole remedy and the acceptance thereof by Employee shall constitute adequate and reasonable compensation to Employee for the damages and injury suffered by Employee because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

6.1.a.3.

Notwithstanding the liquidated damages provisions of this Article 6.1.a, the Employee agrees to mitigate the University's obligations to pay liquidated damages by making reasonable and diligent efforts to obtain employment; such employment includes, but is not limited to, any head or assistant coaching or other athletic position with, or consulting or other services of any kind provided to, or any volunteer position with, any school, college, university, professional or semi-professional athletic team or any athletic conference, organization, league or association, or any sports-related position or volunteer position, or services provided or volunteered to any sports-related entity, including without limitation any media entity. Failure to reasonably and diligently seek other employment shall relieve the University of its obligation to pay liquidated damages under this Article. After the Employee obtains such new employment or volunteer position, the University's financial obligations under this Agreement, including payment of liquidated damages, ceases. Employee shall inform the University in writing immediately upon acceptance of new employment or volunteer position.

6.1.b. Automatic Termination upon Death or Disability of Employee

This Agreement terminates upon the Employee's death. Notwithstanding any provision of the NSHE Code to the contrary, in addition to any benefits which may be paid to the estate of the deceased Employee from insurance, retirement or any other source, the University shall pay to the Employee's estate the Employee's salary through the day death occurred, together with one-twelfth of the Employee's base salary.

Upon total or permanent disability of the Employee, within the meaning of the University's disability insurance for employees, the Employee is required to first use all unused, accrued sick leave and, if applicable, annual leave or other leave authorized under University policies. Upon the expiration of such leave or the period of six (6) months, whichever comes last, this Agreement shall automatically terminate and the Employee shall be entitled to benefits as provided by the University's long-term disability insurance coverage. Benefits provided under this Article are calculated on the Base Salary as set forth in Article 5.1 of this Agreement.

6.1.c. Termination by University for Cause

The University shall have the right to terminate this Agreement for cause at any time. In the sole reasonable judgment of the University, the term "cause" shall include, any of the following:

1. Insubordination, including but not limited to, failure to follow instructions from the Athletic Director or designee consistent with the terms of this Agreement, failure to comply with Athletic Department policies and procedures, failure to perform material duties and responsibilities of Head Coach as specified in this employment agreement or as reviewed, assigned, and revised in accordance with Article 4.2 of this Agreement;
2. Deliberate and serious violations, of the duties outlined in Article 4.2 of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the Employee's abilities;
3. Any conduct of the Employee in violation of any criminal statute of moral turpitude;
4. A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, bylaw or interpretation of the University, the Nevada System of Higher Education, the NCAA or the Conference, which violation may, in the sole reasonable judgment of the University, reflect adversely upon the University or its Athletic Department, including any violation which may result in the University being sanctioned by the NCAA or the Conference, and including any violation which may have occurred during prior employment of the Employee at another NCAA member institution;
5. A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, bylaw or interpretation of the University, the NCAA or the Conference, by Employee or student athletes in the Program, which violation may, in the sole reasonable judgment of the University, reflect adversely upon the University or the programs of its Athletic Department. This shall include, without limitation, any violation which may result in the University being sanctioned by the NCAA or the Conference, any may also include any violation which may have occurred during prior employment of the Employee at another NCAA member institution;
6. Conduct of the Employee which, in the sole reasonable judgment of the University, is seriously prejudicial to the best interests of the University or its Athletic Department, or which violated the University's mission;
7. Any behavior that brings Employee or University into public disrepute, contempt, scandal or ridicule or any behavior that would bring disfavor to the reputation or ethical standards of NSHE or the University;
8. Prolonged absence from duty without the written consent of the Athletic Director or designee;
9. Failure to take appropriate steps to achieve and maintain the minimum APR in any academic year as required by Article 4.2.c.8, including Employee's failure to require all athletes on the Program's team to follow all academic procedures established by the Athletic Department, and also including failure to propose and implement a written plan of action to achieve the minimum APR for the next academic year if the said minimum APR is not achieved in any academic year;
10. Breach of this Agreement;
11. Any cause adequate to sustain the termination of any other University employee under the provisions of NSHE Code, Title 2, Chapter 6; and/or
12. Overall unsatisfactory rating in the Employee's annual personnel evaluation for two (2) consecutive years.

6.1.d. Determination of Cause and Employee's Right to University Hearing

Notwithstanding any provisions of the NSHE Code, including but not limited to Title 2, Chapter 6, if in the sole reasonable judgment of the University, the Employee is found to be in violation of Board of Regents, University, NCAA or Conference rules and regulations, or provisions of this Agreement, including, but not limited to, the prohibitions set forth in Article 6.1.c hereof, while employed by the University, Employee may be terminated for cause. The Athletic Director shall provide a written

recommendation to the President of the University that Employee's be terminated for cause. The Employee shall be given a copy of the written recommendation, the opportunity to respond in writing and the opportunity for a meeting with the President prior to termination. With the approval of the President, the Athletic Director may immediately place Employee on paid administrative leave pending the President's determination regarding cause. The provisions of NSHE Code Title 2, Chapter 6, Section 6.5 do not apply to the decision to place Employee on administrative leave as provided in this paragraph.

The written recommendation to the President must describe the circumstances of the alleged prohibited conduct, the alleged violations, and may include any materials or documentation in support of the charges. Employee shall be provided a copy of the Athletic Director's written recommendation to the President, and within three (3) calendar days after receipt of the written recommendation, may submit a written response, with any supporting materials or documentation to the President and to the Athletic Director. Thereafter, the Athletic Director may submit a written reply to the President and the Employee within three (3) calendar days after receipt of the Employee's written response. The meeting with the President shall take place no later than two (2) calendar days after the Athletic Director submits any written reply. The President has sole and absolute discretion to extend any of these time periods. The Athletic Director shall attend the meeting between the Employee and the President. Employee may have an advisor present at the meeting with the President, but the advisor may not participate actively in the meeting. If Employee chooses to have an advisor present, the Athletic Director may also have an advisor present although the advisor may not participate actively in the meeting.

The President shall issue a written decision within a reasonable time after the meeting with the Employee. The decision of the President is final and not subject to any appeal, grievance or reconsideration. Employee acknowledges and agrees that the administrative process provided herein constitutes legal due process, and that no further administrative process in connection with Employee's termination for cause is required.

Notwithstanding any provision of the NSHE Code to the contrary, the written decision of the President terminating Employee pursuant to this Article 6.1.d may be considered public and may be released by University to the media or any other third party. Employee expressly agrees that, notwithstanding any NSHE Code provision to the contrary, the University shall be permitted to comment publicly regarding termination pursuant to this Article 6.1.d (including through public statements, press release, press conferences and in response to any public statements made by the Employee).

Employee further understands and agrees that in the event a termination is subsequently reversed or determined to be unfounded by a court of competent jurisdiction, the University has the right, in its sole and absolute discretion, to convert Employee's termination to a termination without cause in accordance with Article 6.1.a hereof.

6.1.e. University's Obligations Upon Termination for Cause

In the event this Agreement is terminated for cause in accordance with the provisions of Article 6.1.c and d hereof, as of the effective date of such termination, all of the University's obligations to the Employee under this Agreement subsequent to that date shall cease. In no case shall the University be liable to the Employee for the loss of any collateral or outside business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other source whatsoever.

6.2 Termination by Employee

6.2.a. Termination for Convenience of Employee

The Employee understands that Employee's promise to remain employed as Head Coach for the entire Term is of the essence of this Agreement to the University. The Employee also understands that the University is making a highly valuable investment in Employee's continued employment by entering into this Agreement and that its investment would be lost were Employee to resign or otherwise terminate

employment with the University prior to the expiration of this Agreement. In recognition of these understandings, the parties agree that while the Employee may, nevertheless, terminate this Agreement prior to its normal expiration, such termination shall be only upon the following terms and conditions:

6.2.a.1. Written Notice of Termination

The Employee, for Employee's own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Such termination shall be effective no earlier than ten (10) calendar days after receipt of the written notice unless otherwise agreed to by the parties in writing. Such termination by the Employee must occur at a time outside the Program's team's playing season and recruiting contact periods, as defined by the NCAA, so as to minimize the impact of such termination upon the Program.

6.2.a.2. Liquidated Damages

If the Employee terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee shall pay to the University, as liquidated damages and not a penalty, the following sums calculated as of the effective date of termination:

Employee shall pay to the University an amount equal to Employee's Base Salary as defined in Article 5.1 of this Agreement for the period remaining in the Term (partial months shall be prorated) and, in addition to this amount, the Employee shall also pay to the University:

a. If the Employee terminates this Agreement for convenience between the Effective Date and the 2 year anniversary of the Effective Date, an amount equal to two times the amount of Employee's Base Salary as defined in Article 5.1;

b. If the Employee terminates this Agreement for convenience between the 2 year anniversary of the Effective Date and the 3 year anniversary of the Effective Date, an amount equal to one and one-half times the amount of Employee's Base Salary as defined in Article 5.1; and

c. If the Employee terminates this Agreement for convenience after the 3 year anniversary of the Effective Date, an amount equal to the entire remaining Base Salary due to Employee as set forth in Article 5.1 (partial months prorated).

The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

6.2.a.3. Not a Penalty

The parties have both been represented by, or had the opportunity to consult with, legal counsel in the negotiation of this Agreement and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Employee, that the University will lose the benefit of its investment in the Employee, and that the University may face potentially increased compensation costs if Employee terminates this Agreement for convenience, all of which amounts are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Employee is University's sole remedy and the acceptance thereof by

University shall constitute adequate and reasonable compensation to University for any and all damages and injury suffered by it because of such termination by Employee. The liquidated damages are not, and shall not be construed to be, a penalty.

6.2.b. Effect of Termination by Employee

If the Employee terminates this Agreement prior to its expiration pursuant to Article 6.2.a, all compensation and other obligations owed by the University to the Employee under this Agreement will be terminated on the effective date of the Employee's termination, except such sums as are earned by and are still owing to the Employee prior to the effective date of the Employee's termination. The provisions of this Article 6.2 shall be without prejudice to any right the University may have under applicable law.

In no case shall the University be liable to the Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as but not limited to camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources whatever, that may ensue as a result of the Employee's termination of this Agreement.

ARTICLE 7 – RESTRICTIVE COVENANTS

7.1 Confidential Information

The parties agree that in the course of employment, Employee will have access to confidential information regarding the Athletic Department and its programs, including donor lists and donor information, which could be used by other institutions to place the Program's team at a competitive disadvantage. Employee shall not provide, and is prohibited from providing, any such confidential information to other institutions, their coaches, employees, student athletes, agents or representatives.

7.2 Other Employment Opportunities

The parties agree that should another coaching opportunity be presented to the Employee or should the Employee be interested in another position as a coach at any institution of higher education which is a member of the NCAA or the NAIA, or any team participating in any professional league or conference in the United States or elsewhere, requiring the performance of duties prior to the expiration of the Term or any extension hereof, the Employee shall immediately notify the Athletic Director in writing of such opportunity or interest.

ARTICLE 8 – MISCELLANEOUS

8.1 Assistant Coaches

Subject to such limitations as may be imposed from time to time by the NCAA or the Conference, the University shall provide the Program with up to the maximum permissible number of assistant coaches. The Employee shall have the authority to recommend the hiring and termination of assistant coaches for the Program, subject to the review of the University's Affirmative Action Officer and the Athletic Director and the approval of the President of the University, as the University's appointing authority, or the President's designee. All assistant coaches shall be University employees. It is understood that, except as may be provided in any other written employment agreement, assistant coaches are immediately responsible to the Employee, who will assign the duties of each of the assistant coaches, and that the Employee is responsible for the activities of such assistant coaches as those activities relate to the educational purposes and the athletic interests of the University. It is further understood, however, that the Employee and assistant coaches are additionally responsible to the Athletic Director for compliance with the policies of the University, including its Athletic Department, with the rules and regulations of the NCAA and the constitution, bylaws, rules, regulations, and all official interpretations thereof, and the rules and regulations of the Conference, as may be in effect from time to time.

8.2 Other Remedies

Except as otherwise provided in this Agreement, the Employee shall be entitled to use the grievance procedures established by the University Bylaws for the resolution of disputes under this Agreement.

8.3 Choice of Law and Venue

It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and the laws of the State of Nevada shall govern the validity, performance and enforcement of this Agreement. Any and all disputes arising out of or in connection with this Agreement shall be litigated in a court of competent jurisdiction in _____ County, State of Nevada, and the parties hereby expressly consent to the jurisdiction of said court.

8.4 Assignment of Agreement

The Employee's rights and interests under this Agreement may not be assigned, pledged or encumbered by the Employee.

8.5 Merger Clause

THIS AGREEMENT CONSTITUTES THE FULL AND COMPLETE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE EMPLOYMENT OF THE EMPLOYEE BY THE UNIVERSITY AND SUPERSEDES ALL PRIOR UNDERSTANDING AND AGREEMENTS, ORAL OR WRITTEN, REGARDING THE EMPLOYEE'S EMPLOYMENT BY THE UNIVERSITY.

8.6 Amendments to Agreement

This Agreement may be amended at any time only by a written instrument duly approved by the University, through its designated representative, and the Employee.

8.7 Severability

If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

8.8 No Waiver of Default

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

8.9 Acknowledgement

The Employee acknowledges that Employee has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and Employee agrees to abide by this Agreement and the terms and conditions set forth herein. Employee acknowledges having had the opportunity to consult with counsel of Employee's choice regarding the provisions of this Agreement prior to signing it.

8.10 Indemnification of University

The Employee agrees to hold harmless and indemnify the University from any and all suits, claims, demands, damages, liability, costs and expenses, including attorneys' fees and costs, arising out of the Employee's performance of acts outside the scope of this Agreement, or for acts in pursuit of outside income as permitted by this Agreement, except such suits, claims or demands in which the Employee seeks to compel the University to comply with its obligations hereunder or in which the Employee seeks to enforce any remedies Employee may have hereunder. This Article 8.10 shall survive the termination for any reason of this Agreement.

8.11 University Retains All Materials and Records

All materials or articles of information including, without limitation, personnel and student athlete records, recruiting records, team information, films, statistics or any other material or data, furnished to the Employee by the University, developed by the Employee on behalf of the University or at the University direction or for the University's use, or otherwise in connection with the Employee's employment hereunder, are and shall remain the sole property of the University. Within two (2) calendar days after the Employee ceases to serve as Head Coach of the University's Program, after the expiration of the Term, or after this Agreement's earlier termination as provided herein, the Employee shall immediately cause any such materials in Employee's possession or control to be delivered to the University. In addition, the Employee shall relinquish possession of any automobile(s) provided under Article 5.4 of this Agreement in accordance with the terms of the related vehicle loan program and/or agreement. This Article 8.11 shall survive the termination for any reason of this Agreement.

8.12 Employee Will Not Incur University Indebtedness

It is mutually agreed and understood that the Employee shall not incur any indebtedness for or on behalf of the University without first securing the approval of the Athletic Director.

8.13 Government Immunity Not Waived

It is expressly agreed and understood between the parties that the University is an entity of the State of Nevada and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of its right to claim such exemption, privileges and immunities as may be provided by law.

8.14 Notice

Any notice or communication which may or is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of either the day actually received or on the close of business on the third business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth at its name below or such other address as may be given by such party in writing to the other:

If to the Employee:

With a copy to: _____

If to the University:

Director of Intercollegiate Athletics
University of _____
Department of Intercollegiate Athletics
_____
_____

8.15 Applicability of Nevada System of Higher Education Code

Except as expressly stated herein, this Agreement is subject to the provisions of the Nevada System of Higher Education Code, Title 2 of the NSHE Board of Regents' Handbook, as may be amended from time to time during the Term.

8.16 Captions

All captions in this Agreement are included for convenience only and do not constitute, nor are incorporated in, the terms and conditions of this Agreement.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed, effective the day and year first written above, the Employee acknowledging that Employee has had an opportunity to review this Agreement with Employee's attorney.

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

By: _____
President

Date: _____

By: _____
Director, Intercollegiate Athletics

Date: _____

By: _____
General Counsel

Date: _____

EMPLOYEE: _____

By: _____

Date: _____

C. Head Coach Contract Checklist

HEAD COACH EMPLOYMENT AGREEMENT - CHECKLIST

University of Nevada, _____
Name: _____
Head _____Coach

Check all that apply to this contract and fill in the blanks.

_____There are no changes from the approved coach contract template.
_____The language in the approved coach contract template has been changed in the following Paragraphs:_____
_____(**attach** detailed explanation and justification for the changes).
_____Description of search diversity efforts attached.

Article 3—TERM OF EMPLOYMENT

Par. 3.1 Term of Employment: _____ through _____.
(For terms longer than 4 years, attach justification and source of funding analysis for all potential payments).

Article 4—POSITION

Par. 4.2.b Head Coach Subject to/Not Subject to Reassignment:
_____Coach will be subject to reassignment.
_____Coach will not be subject to reassignment.
Par. 4.2.c.8 Academic Performance.
_____Minimum Academic Performance Rate (APR)

Article 5—COMPENSATION

Par. 5.1 Base Salary:
` $_____Base Compensation per Fiscal Year
Par. 5.3 Initial Employment Allowance:
Amount: _____
Par. 5.4 Hosting:
Amount: _____.
Par. 5.5 Season Tickets and Membership:
_____Season Tickets
_____All Other Varsity Sports Home Game Tickets
Par. 5.6.a Media and Public Appearances:
Minimum appearances (on and off season):
_____Radio
_____Television/Internet
_____Public/Donor Events
$_____Per Fiscal Year Payment
_____Date of Payment
Par. 5.6.c Additional Compensation—Revenue Enhancement Payment:
$_____Threshold Program Ticket Revenue Per Season
$_____Maximum Revenue Enhancement Payment
_____Date of Revenue Enhancement Payment
Par. 5.6.d Additional Compensation—Retention Bonus
$_____Retention Bonus if employed on _____(date).
Par. 5.7 Supplemental Compensation—Athletic Performance Payment:
Conference Performance:
$_____Winning or Tying the Conference Regular Season Championship
$_____Tournament Championship
$_____Coach of the Year Award or Co-Coach of the Year Award
NCAA Tournament:
$_____Advancing in Each Round
$_____Playing in the Final Four
$_____Winning the NCAA Championship
NIT Post Season Tournament:
$_____Advancing in Each Round
$_____Playing in the Final Four
$_____Winning the NIT Championship
$_____Total Maximum Athletic Performance Payment
_____Early Termination Cutoff Date:
$_____Other Post-season Tournaments
Attach description of any other monetary terms:
Source of funds for all compensation:_____

Article 6—TERMINATION

Par. 6.1.a.1 Termination for Convenience by Institution
_____Remaining Base Salary Paid to Employee if Terminated by this Date
Par. 6.2.a.3 Liquidated Damages Paid by Employee if Terminates for Convenience:
$_____Paid to Employer if Employee Terminates on or before 2nd Anniversary of Effective Date.
$_____Paid to Employer if Employee Terminates after 2nd and on or before 3d Anniversary of Effective Date.

$_____Paid to Employer if Employee Terminates after 3d Anniversary of Effective Date.

The Head Coach Employment Agreement - Checklist is <u>not</u> part of the Employment Agreement. In the event of any discrepancy between this Coach Contract Checklist and the Employment Agreement, the Employment Agreement controls. Checklist only highlights monetary clauses in contact; all other clauses are standard unless otherwise indicated.

D. Athletic Director Employment Agreement

DIRECTOR OF ATHLETICS

EMPLOYMENT AGREEMENT

BETWEEN

BOARD OF REGENTS OF THE

NEVADA SYSTEM OF HIGHER EDUCATION

ON BEHALF OF

THE _____(NAME OF INSTITUTION)

AND

(NAME OF DIRECTOR OF ATHLETICS)

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DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

between

Board of Regents of the Nevada System of Higher Education,

on behalf of

the _____(name of institution)

and

_____(name of Director of Athletics)

This Director of Athletics Employment Agreement (this "**Agreement**") is effective this ___ day of _ _____ ("**Effective Date**"), by and between the Board of Regents of the Nevada System of Higher Education ("**NSHE**"), on behalf of the____ (the "**University**" or "**Employer**"), and _____ (the "**Director of Athletics**" "**Athletic Director**" or "**Employee**"). As further set forth in Article 8.3, this Agreement cancels and replaces, as of this effective date of this Agreement, any and all prior employment understandings and agreements between these two parties, including but not limited to the prior Employment Agreement for the period _____, and the extension of that Employment Agreement through _____, which was approved at the _____ _____, meeting of the NSHE Board of Regents.

ARTICLE I – PURPOSE

The University and the Director of Athletics have entered into this Agreement because the University desires to contract the Employee for the period set forth in Article III with the Employee's assurance that Employee will serve the entire term of this Agreement, a long-term commitment by the Employee being critical to the University's desire to run a stable athletic department. The University and the Employee agree that the director of intercollegiate athletics at the University conducts professional activities under circumstances unique in the University community and among University employees, including evaluation and scrutiny of department performance by the public and the news media and control by external rules and regulations, including without limitation the rules and regulations of the National Collegiate Athletic Association ("**NCAA**") and the athletic conference of which the University is a member (the "**Conference**"). These circumstances justify job security and commitment by the Employee longer than one year but less than a continuous appointment. The Employee desires to obtain the opportunities of employment with the University which are set forth in this Agreement. For these reasons, the Employer has agreed to employ the Employee and the Employee has promised to be employed upon the terms and conditions set out in this Agreement.

ARTICLE II – PUBLIC DOCUMENT

The parties agree that this Agreement is a public document and that the Employer may release copies of this Agreement to persons requesting the same.

ARTICLE III – TERM OF EMPLOYMENT. NOTICE OF NON-RENEWAL AND MANDATORY BACKGROUND CHECK

3.1 Term of Employment. The Employee's employment hereunder shall commence _____ _____ and shall continue until this Agreement terminates upon the close of business at the University on _____, (the "**Term**"), provided, that this provision is subject to the terms and conditions of Article VI hereof concerning termination and Article VII hereof concerning restrictions on competition, and neither party shall have any right to terminate this Agreement prior to the close of business at the University on _____, except as provided therein.

3.2 Nonrenewal. THE PARTIES TO THIS EMPLOYMENT AGREEMENT EXPRESSLY UNDERSTAND AND AGREE THAT THE PROVISIONS OF THIS ARTICLE CONSTITUTE THE NOTICE TO THE EMPLOYEE OF THE NONRENEWAL OF EMPLOYEE'S EMPLOYMENT AT THE UNIVERSITY AND THAT EMPLOYEE'S EMPLOYMENT WILL TERMINATE UPON THE CLOSE OF BUSINESS AT THE UNIVERSITY ON THE DATE SET FORTH IN THIS ARTICLE III, AND THAT, NOTWITHSTANDING ANY PROVISION OF THE NEVADA SYSTEM OF HIGHER EDUCATION CODE, TITLE 2, TO THE CONTRARY, NO OTHER NOTICE OF NONRENEWAL OF EMPLOYMENT SHALL BE REQUIRED.

3.3 MANDATORY BACKGROUND CHECK. Employee is subject to a mandatory background check to be undertaken by the University and completed within thirty (30) days of the Effective Date of this Agreement. Employee's academic degrees and credentials must be confirmed, and Employee's NCAA compliance record reviewed and accepted by Employer before the Agreement is signed. Employee's failure to pass the background check to the satisfaction of the University, in its sole reasonable discretion, invalidates and voids this Agreement and results in immediate termination for cause. Following initial employment, Employee is subject to and hereby consents to additional background check(s) at the University's discretion at any time during employment. Employee's failure to pass any background check to the satisfaction of the University, in its sole reasonable discretion, for reasons that would constitute cause for discipline or termination of the contract, invalidates and voids this Agreement and results in immediate termination for cause.

ARTICLE IV – POSITION

4.1 Employment As Director of Athletics

The Employee is hereby employed by the University and will serve in the position of the Director of Athletics. Throughout the Term of this Agreement, the Employee shall use Employee's best full-time energies and abilities for the exclusive benefit of the University. The Employee shall serve as the primary and responsible administrator of the athletic department of the University ("**Athletic Department**"). As such, the Employee is an "administrator" as that term is defined by the policies, rules and regulations of the Board of Regents of the Nevada System of Higher Education and University may reassign Employee in accordance with Nevada System of Higher Education Code (hereinafter "**Code**"), Title 2, Chapter 5, Section 5.4.9, as such section may be amended from time to time.

4.2 Description Of Employee's Responsibilities

4.2.a Recognition Of Duties

The Employee agrees to be a loyal employee of the University. The Employee agrees to devote best efforts full time to the performance of Employee's duties for the University, to give proper time and attention to furthering Employee's responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the Board of Regents of the Nevada System of Higher Education, the University, the NCAA, and the Conference and to comply with all rules, regulations, policies, and decisions applicable to, or established or issued by the Athletic Department. The Employee agrees that, except as permitted by Article V herein, during the Term of this Agreement, Employee will not engage, directly or indirectly, in any business or investment that would detract from Employee's ability to apply Employee's best efforts to the performance of duties hereunder. Employee also agrees not to usurp any corporate or competitive opportunities of the University.

4.2.b General Duties And Responsibilities of Employee

During the Term, the Employee agrees to undertake and perform properly, efficiently, to the best of Employee's ability and consonant with the standards of the University all duties and responsibilities attendant to the position of Director of Athletics as set forth in Article 4.2.c below. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the NCAA and all NCAA and University rules and regulations relating to Employee's conduct and administration of the Athletic Department, as now constituted or as any of the same may be amended during the Term, as well as the applicable constitution, bylaws, rules and regulations of the Conference. In the event that the Employee becomes aware of, or has reasonable cause to believe that any violations of any NCAA constitution, bylaws, rules or regulations, or official interpretations thereof, may have taken place, Employee shall report the same promptly to the President or designee.

It is further understood that Employee is individually responsible for compliance with the policies of NSHE and the University, including, but not limited to, those of its Athletic Department, and with the rules and regulations of the NCAA and the Conference and the constitution, bylaws, rules, regulations and official interpretations of each of those, as may be in effect from time to time, and for reporting violations and potential major violations thereof to the President. The Employee agrees to adhere to, respect, and follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student athletes for the programs of the Athletic Department.

Employee shall not exhibit any behavior that brings Employee or University into public disrepute, contempt, scandal or ridicule or in any behavior that is unfavorable to the reputation or ethical standards of NSHE or University. In the position as Athletic Director, the Employee is held directly accountable for these general responsibilities relating to the Athletic Department: implementation of the budget for the Athletic Department and the recruiting, mentoring, supervision, evaluation and performance of coaching staff. As Athletic Director, Employee shall be positive in supporting the programs of the Athletic Department, the President and the University.

All academic standards, requirements and policies of the NSHE and University shall also be observed by the Employee and members of Employee's staff, including assistant coaches, at all times and shall not be compromised or violated at any time. It is the goal and desire of both the University and Employee that student athletes in the Program perform at the highest possible academic level. As Director of Athletics, the Employee will publicly support the mission and policies of the Athletic Department. Employee shall not exhibit any behavior that brings Employee or University into public disrepute, contempt, scandal or ridicule or in any behavior that is unfavorable to the reputation or ethical standards of NSHE or University. In Employee's position as Director of Athletics of the Program, the Employee is held directly accountable for these general responsibilities relating to the Program: implementation of the budget for the Program and the recruiting, training, supervision, evaluation and performance of student athletes and coaching staff.

4.2.c Duties and Responsibilities While Employed As Director of Athletics

The duties and responsibilities assigned to the Employee in connection with this position as Director of Athletics are as set forth below. The Employee's specific job duties and responsibilities shall be reviewed, assigned and revised from time to time, after consultation with the Employee, by the Employee's reporting supervisor, the President. The duties and responsibilities are not exclusive of the other general duties and responsibilities provided for elsewhere in this Agreement.

4.2.c.1 Academic Responsibilities

The parties agree that, although this Agreement is sports administrative related, the purpose of University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Thus, the educational purposes of University shall have priority in the various provisions of this Agreement. It is recognized by the parties that a student-athlete may be declared not eligible for competition for academic reasons, because the University believes the individual would not be an appropriate representative of the University, as a disciplinary sanction under the Code, or because University believes that the individual is not eligible according to the rules for practice or competition specified by the NCAA, the Conference or Athletic Department policies. In no event shall such action by University be considered a breach of this Agreement. In furtherance of its educational purpose, the Employee will be responsible for providing necessary academic support services to its student-athletes that will enhance the educational experience and will increase retention of student-athletes, academic progress and graduation rates.

4.2.c.2 Sports Program Employees

Except as limited by the anti-nepotism provisions of NRS 281.210 and the NSHE Board of Regents Handbook Title 4, Chapter 3, Section 5, Employee shall have the authority to recommend the hiring and termination of head coaches and all Athletic Department staff, subject to the review and approval of the President, as University's appointing authority, or the President's designee. While all Athletic Department employees report directly to the Athletic Director, they shall be bound by the rules and regulations of the University and the NSHE Board of Regents and the Athletic Director shall assign the duties of each.

4.2.c.3 Media Cooperation
The Athletic Director will serve as the official spokesperson for the Athletic Department and be reasonably available to and cooperate with the media and fulfill all contractual obligations relating to media requests, either print or electronic, or both.

4.2.c.4 Support Academic and University Mission
Employee shall insure that intercollegiate athletics and student athletes are fully integrated into the whole spectrum of academic life and to complement the University and its mission in the community. Employee will work in cooperation with University's faculty and administrative officials to ensure that all student athletes' requirements are met.

4.2.c.5 Rules Compliance
Employee shall comply with all rules, regulations, guidelines and policies of the Athletic Department, the NCAA and the Conference. Employee shall have complete knowledge of the rules and regulations governing intercollegiate athletics and maintain strict compliance therewith and shall periodically hold department-wide rules education meetings, mandatory for all Athletic Department employees. Employee shall oversee the NCAA and Conference compliance function and report any infraction to the President.

4.2.c.6 Concern for Student Welfare Issues
The Director of Athletics shall maintain reasonable discipline and be fair to and understanding of the student-athletes while motivating them to excellence, in all aspects of life, including athletic and non-athletic endeavors, paying particular attention to the high public visibility of student-athletes.

4.2.c.7 Good Sportsmanship
Intercollegiate athletics contests shall be conducted in a sportsmanlike manner. Employee shall ensure that all student-athletes, coaches and staff who are associated with the Athletic Department conduct themselves in a sportsmanlike manner. Employee shall ensure that all student- athletes, coaches and staff, exhibit ethical behavior at all NCAA and Conference competitions and shall conduct themselves in accordance with the rules of the NCAA and the Conference and the playing rules of the respective sports. Employee shall ensure that all student-athletes, coaches and staff, refrain from making negative comments regarding an opposing institution or its players, teams, coaches/staff or game officials, and shall create a healthy environment for competition.

4.2.c.8 Fiscal Management
Employee is responsible for all aspects of fiscal management related to the Athletic Department in accordance with University policies and procedures. The Employee, in conjunction with the Vice President for _____ [Development/Philanthropy], is responsible for securing outside funding to meet the needs of the Program and to enhance the overall Athletic Department programs.

4.2.c.9 Scheduling of Contests
The Director of Athletics or designee will have final authority and responsibility with regard to the sports schedules.

4.2.c.10 Public Appearances
As part of the Employee's compensation and without further consideration, Employee shall participate in public appearances as often as possible within the parameters as defined by the job responsibilities for the position of Director of Athletics.

4.2.c.11 Television, Radio and Personal Appearances

1. For so long as the Employee serves as Director of Athletics, the Employee shall perform such television and radio appearances as are reasonably arranged and scheduled by the University at no additional compensation to the Employee.

2. For so long as the Employee serves as Director of Athletics, the Employee shall perform such personal appearance duties as the University shall reasonably arrange and schedule to assist in the recruitment of students and to

enhance the regional and national reputation of the University at no additional compensation to the Employee.

4.2.c.12 Other Specific Duties and Responsibilities
The President may assign any additional duties and responsibilities that are reasonably related to the position of Director of Athletics.

4.3 Employee May Be Disciplined for Violations of NCAA, Conference, NSHE Rules and Regulations

If the Employee is found to have violated any NCAA rule and/or regulation during prior employment at another NCAA member institution, the Employee may be terminated or subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure, depending on the nature of the violation. If the Employee is found to be in violation of NCAA, Conference, University, or NSHE rules and regulations while employed by the University, the Employee shall be subject to disciplinary or corrective action as set forth in the NCAA and/or University enforcement procedure and/or as set forth below in Section 6.1.c and d. The Employee may be suspended for a period of time, the length of which will be determined by the President, with or without pay, or the employment of the Employee may be immediately terminated as provided in Section 6.1.c and d hereof. As used in this section, "violation" shall include: a) the direct action by the Employee violating said policies, and/or; b) Employee's failure to address any violation outlined above committed by other Athletic Department personnel, student athletes, boosters, coaches or athletic department staff members.

4.4 Reporting Relationship

The Employee shall report to the President. The Employee is expected to work closely with a variety of athletic departments at other institutions and University staff, including the President's Cabinet/Council, on all relevant matters affecting the Athletic Department or otherwise connected with the discharge of Employee's duties as an employee of the University.

4.5 Periodic Personnel Evaluations

The Employee's performance of Employee's job duties and responsibilities will be evaluated by the President on an annual basis. These evaluations will take into account prior evaluations and the expectations and goals set for the Employee in such prior evaluations. Specific areas of evaluation may include, but are not limited to, the Employee's efforts to achieve student integration into the academic life of the University; hiring and motivation of high quality coaches; improved graduation rates (which includes student-athlete retention); improved student academic progress and team grade point average; creating a fair and inclusive campus environment; maintaining diversity; maintaining an accountable administration; communicating and collaborating effectively; improving conference rankings and striving for championships; ensuring NCAA compliance; overseeing sound fiscal management; and developing effective fundraising and community relations. In addition, each year that Employee serves as Director of Athletics, Employee will be responsible for evaluating all head coaches and designated staff members.

ARTICLE V – COMPENSATION

In consideration for the promises Employee has made in entering into this Agreement, the Employee shall be entitled to the compensation as described below. All payments, including non-cash consideration and benefits, by the University are subject to normal deductions and withholding of all applicable state, local and federal taxes, including all provisions, regulations and guidelines of the Internal Revenue Code, and for any retirement or other benefits to which the Employee is entitled or in which Employee participates, and are subject to the terms and conditions of Article VI hereof concerning termination of this Agreement and Article VII hereof concerning restrictions on competitive employment.

5.1 Base Salary and Performance Increase

The Base Salary paid by the University to the Employee for Employee's services and satisfactory performance of the terms and conditions of this Agreement shall be at the base rate of $_____ _____ from _____, through _____ ("**Base Salary**") per fiscal year (a fiscal year begins on July 1 and ends the following June 30), prorated to the portion of the fiscal year the Employee is actually employed, and payable in equal monthly installments by the University to the Employee on the first working day of each consecutive calendar month during the Term. Consistent with Section 4.5 of this Agreement, the President will conduct an annual review of the Employee. In the President's sole and unfettered discretion, if the Employee satisfactorily performs under this Agreement for the _____calendar year, the President may increase the Employee's guaranteed

base salary to a rate of $_____ effective _____. Thereafter, in the President's sole and unfettered discretion, if the Employee satisfactorily performs under this Agreement for the _____ calendar year, the President may increase the Employee's guaranteed base salary to a rate of $_____ effective _____.

Notwithstanding this Article 5.1, in the event there are salary reductions throughout the Nevada System of Higher Education for any fiscal year during the Term, Employee's Base Salary shall be reduced by the same percentage and in the same manner as other non-tenured faculty of University through the mechanisms required by the Board of Regents, such as, for example, pay cuts and unpaid leave days. Employee shall not be eligible for Cost of Living Adjustments ("**COLA**") as may be provided by Employer to other professional staff of the University. If the Nevada State Legislature funds merit awards for Nevada System of Higher Education faculty and the Nevada System of Higher Education and University authorize merit awards for University employees, Employee shall not be eligible to participate in the merit program.

5.2 Initial Employment Allowance and Fringe Benefits

5.2.a Initial Employment Allowance

The University shall allocate an initial employment allowance for the purpose of reimbursing the Employee for reasonable moving and related expenses for relocation which shall not exceed ten (10) percent of the base compensation. Employee must submit written invoices or other documentation of such expenses and reimbursement is subject to approval by the President or designee.

-OR-

Within ____days of beginning employment, Employee shall receive an additional one-time gross payment equivalent to one month's base salary of $_____. Employee will not be eligible for reimbursement for moving, relocation or other expenses in connection with commencement of employment. Should Employee terminate employment pursuant to Article 6.2 of this Agreement within twelve (12) months of the Effective Date of this Agreement, Employee shall repay the initial employment allowance to University in full within thirty (30) days of termination. Any unrepaid amount of the initial employment allowance shall bear simple interest at the rate of eight (8) percent annum until paid in full.

5.2.b Fringe Benefits

The Employee shall be entitled to the standard fringe benefits provided to all other professional employees of the University including, but not limited to, retirement contributions based upon the compensation paid pursuant to Article 5.1 of this Agreement, insurance and sick leave. Employee is responsible for notifying the President or designee in writing of any request for use of sick leave time. Employee does not earn and is not entitled to accrue annual leave, but personal leave may be taken at times and in duration approved in advance or as directed by the President, at the request of the Employee or otherwise.

5.3 Expenses

The University will reimburse the Employee for all travel and out-of-pocket expenses reasonably incurred by Employee for the purpose of and in connection with the performance of Employee's duties under this Agreement. Such reimbursement shall be made in accordance with standard reimbursement rates and procedures of the University upon presentation to the University of standard travel reimbursement forms, vouchers or other statements itemizing such expenses in reasonable detail. At all times the spouse or one guest of the Employee may travel with the Employee for business purposes in representing the University. Upon prior written approval from the President or designee for said travel, University will provide travel expenses for such spouse or guest in accordance with NSHE and University travel policies.

5.4 Automobiles

The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, one (1) automobile for the use of the Employee for so long as the Employee serves as the Director of Athletics. The University further agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee in Employee's use and operation of said automobile. Employee shall be responsible for all other expenses involved in the use and operation by Employee of said automobile.

5.5 Season Tickets

a. The University shall make available to the Employee _____ tickets for each regular season contest for all sports for as long as Employee serves as the Director of Athletics.

b. The University shall make available to the Employee, upon request, post season tickets as approved by the President.

5.6 Bonus

Provided that Employee is employed as Director of Athletics on _____, Employer shall make, as additional compensation, a one-time payment of $_____ to Employee, in accordance with NSHE Board of Regents Handbook, Title 4, Chapter 3, Section 25.5.

5.7 Hosting Account

University shall provide Employee up to $_____ per annum hosting activities undertaken as Athletic Director. Employee shall comply with all Board of Regents, University, and Athletic Department policies governing Hosting Accounts.

5.8 Opportunities to Earn Outside Income

While the Employee is employed as Director of Athletics, Employee shall have the opportunity to earn outside income as a result thereof, but only upon the following terms and conditions:

5.8.a General Provisions Concerning Outside Income

The following general terms and conditions shall apply to each case in which the Employee seeks to or makes arrangements for activities to earn outside income as a result of being Director of Athletics.

5.8.a.1 University Obligations are Primary

Such outside activities shall not interfere with the full and complete performance by the Employee of Employee's duties and obligations as a University employee, recognizing always that the Employee's primary obligations lie with the University and its students.

5.8.a.2 Laws and University, NCAA and Conference Rules Control

In no event shall the Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate: (1) the laws of the State of Nevada; (2) the NSHE Code, Title 2, any other provisions of the NSHE Board of Regents Handbook, or rules or policies of the University or its Board of Regents; or (3) NCAA legislation or the constitution, bylaws, rules and regulations, or interpretations thereof, or of the Conference, as now or hereafter enacted. Changes or amendments of such laws, legislation, constitution, bylaws, policies, rules and regulations or interpretations thereof shall automatically apply to this Agreement without the necessity of a written modification of this Agreement or of notification to Employee.

5.8.a.3 University Approval is Required

The Employee shall obtain the advance written approval of the University's President before entering into agreements to receive outside income.

5.8.a.4 University is Not Liable

ANY ARRANGEMENTS FOR OUTSIDE COMPENSATION AND THE ACTIVITES THEREUNDER ARE INDEPENDENT OF THE EMPLOYEE'S UNIVERSITY EMPLOYMENT, AND THE UNIVERSITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY PAYMENT OF OUTSIDE COMPENSATION OR FOR ANY CLAIMS ARISING THEREFROM UNDER ANY CIRCUMSTANCES WHATSOEVER. EMPLOYEE HEREBY EXPRESSLY RELEASES UNIVERSITY, ITS OFFICERS, EMPLOYEE'S AND AGENTS FROM ANY AND ALL CLAIMS FOR THE LOSS OF ANY COLLATERAL BUSINESS OPPORTUNITIES OR ANY OTHER BENEFITS, PERQUISISTES OR INCOME RESULTING FROM ANY OUTSIDE ACTIVITIES OF EMPLOYEE.

5.8.b Disclosure of Outside Income

In accordance with NCAA regulations, the Employee shall report annually in writing to the President of the University, on or before June 30 of each fiscal year, all income from sources outside the University, and the University shall have reasonable access to all records of the Employee necessary to verify such report. In addition, in accordance with NCAA regulations, Employee may be required to report outside income directly to the NCAA.

ARTICLE VI – TERMINATION

6.1 Termination by University

The Employee recognizes that Employee's promise to remain as Director of Athletics of the Program through the entire term of this Agreement is of the essence of this Agreement to the University. It is also recognized, however, that certain limited circumstances may make it appropriate for the University to terminate this Agreement prior to the completion of its entire term, as follows:

6.1.a Termination By University Without Cause

Notwithstanding any provision of the Code to the contrary, at any time after commencement of this Agreement, the University may terminate this Agreement without cause by giving ten (10) days' written notice to the Employee, such termination to become effective no earlier than ten (10) days after receipt of such written notice. In the event the University terminates this Agreement without cause, the University shall pay to the Employee, as liquidated damages, an amount equal to the Employee's Base Salary for the period remaining in the Term of this Agreement, to be paid on a monthly basis prorated over the remainder of the Term of this Agreement, or in accordance with a payment schedule agreed upon by the parties in writing. The University shall not be liable for any consequential damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of the University's termination of this Agreement without cause and Employee hereby expressly waives any such claims against the University, it officers, employees and agents.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Employee may lose certain benefits, supplemental compensation or outside compensation relating to Employee's employment at the University, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such liquidated damages by the University and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for damages and injury suffered because of such termination by the University. The foregoing shall not be, nor be construed to be, a penalty.

6.1.b Automatic Termination upon Death or Disability of Employee

This Agreement terminates upon the Employee's death. Notwithstanding any provision of the Code to the contrary, in addition to any benefits which may be paid to the estate of the deceased Employee from insurance, retirement or any other source, the University shall pay to the Employee's estate the Employee's salary through the day death occurred, plus any earned, accrued but unused annual leave, if applicable under University policies, together with one-twelfth of the Employee's base salary.

Upon total or permanent disability of the Employee, within the meaning of the University's disability insurance for employees, the Employee is required to first use all unused, accrued sick leave and, if applicable, annual leave or other leave authorized under University policies. Upon the expiration of such leave or the period of six (6) months, whichever comes last, this Agreement shall automatically terminate and the Employee shall be entitled to benefits as provided by the University's long-term disability insurance coverage. Benefits provided under this article are calculated on the Base Salary as set forth in Article 5.1 of this Agreement.

6.1.c Termination by University for Cause

The University shall have the right to terminate this Agreement for cause at any time. The term "cause" shall include, in addition to and as examples of its reasonable and customary meaning in employment contracts, any of the following:

1. Failure to perform the duties outlined in Article 4.2 of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the Employee's abilities;

2. Material breach by Employee of any of the other terms and conditions of this Agreement;
3. Any conduct of the Employee in violation of any criminal statute of moral turpitude;
4. Any behavior of Employee that brings Employee into public disrepute, contempt, scandal or ridicule or any behavior that would bring disfavor to the reputation of the University;
5. Any serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, bylaw or interpretation of the University, the Nevada System of Higher Education, the NCAA or the Conference, which violation may, in the sole judgment of the University, reflect adversely upon the University or its Athletic Department. This shall include, without limitation, any violation which may result in the University being sanctioned by the NCAA or the Conference, and may also include any violation which may have occurred during prior employment of the Employee at another NCAA member institution;;
6. Any intentional violation, of which Employee knew or should have known, of any law or of any policy, rule, regulation, constitutional provision, bylaw or interpretation of the University, the NCAA or the Conference, which violation may, in the sole judgment of the University, reflect adversely upon the University or the programs of its Athletic Department, including any violation which may result in the University being sanctioned by the NCAA or the Conference;
7. Conduct of the Employee which, in the sole judgment of the University, is seriously prejudicial to the best interests of the University or its Athletic Department or which violates the University's mission;
8. Prolonged absence from duty without the written consent from the President; or
9. Any cause adequate to sustain the termination of any other University employee under the provisions of the NSHE Code, Title 2, Chapter 6.

6.1.d Determination of Cause and Employee's Right to University Hearing

Employee shall be entitled to all notices, hearings, procedures and appeals as are provided by the NSHE Code, Title 2, Chapter 6 for any disciplinary action against Employee.

6.1.e University's Obligations Upon Termination for Cause

In the event this Agreement is terminated for cause in accordance with the provisions of Article 6.1.c and d hereof, as of the effective date of such termination, all of the University's obligations to the Employee under this Agreement subsequent to that date shall cease. In no case shall the University be liable to the Employee for the loss of any collateral or outside business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, consulting relationships or from any other source whatsoever and Employee hereby expressly waives any such claims against University, its officers, employees or agents.

6.2 Termination by Employee

The Employee understands that Employee's promise to remain employed as Director of Athletics for the entire term of this Agreement is of the essence of this Agreement to the University. The Employee also understands that the University is making a highly valuable investment in Employee continued employment by entering into this Agreement and that its investment would be lost were Employee to resign or otherwise terminate Employee employment with the University prior to the expiration of this Agreement. In recognition of these understandings, the parties agree that while the Employee may, nevertheless, terminate this Agreement prior to its normal expiration, such termination shall be only upon the following terms and conditions:

6.2.a Written Notice

Notwithstanding any provision of the NSHE Code, Title 2 to the contrary and subject to the provisions of Article 7.1, at any time after commencement of this Agreement, the Employee may terminate this Agreement without cause by giving ten (10) days' written notice to the President, such termination to become effective no earlier than ten (10) days after receipt of such written notice.

6.2.b Liquidated Damages

If the Employee terminates this Agreement for convenience, then Employee or designee shall pay to the University, as liquidated damages and not a penalty, the following sum: an amount equal to the remaining base salary of the Employee as set forth in Section 5.1, excluding all deductions required by law. The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination or in accordance with a payment schedule agreed upon by the parties in writing, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. The University shall not be liable for any consequential damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of the Employee's termination of this Agreement without cause and Employee hereby expressly waives any such claims against the University, its officers, employees and agents.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Employee may lose certain benefits, supplemental compensation or outside compensation relating to Employee's employment at the University, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such liquidated damages by the Employee and acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for damages and injury suffered because of such termination by the Employee. The foregoing shall not be, nor be construed to be, a penalty.

ARTICLE VII – RESTRICTIVE COVENANTS

7.1 Confidential Information

The parties agree that in the course of employment, Employee will have access to confidential information regarding the Athletic Department, including donors and donor lists and its programs that could be used by other institutions to place the Program's team at a competitive disadvantage. Employee shall not provide, and is prohibited from providing, any such confidential information to other institutions, their coaches, employees, student athletes, agents or representatives.

7.2 Other Opportunities

The parties agree that should another athletic director opportunity be presented to the Employee or should the Employee be interested in another position as an athletic director at any institution of higher education which is a member of the NCAA or the NAIA, or for any team participating in any professional league or conference in the United States or elsewhere, requiring the performance of duties prior to the expiration of the Term of this Agreement or any extension hereof, the Employee shall notify in writing the President of such opportunity or interest. The Employee agrees not to seek, discuss, negotiate for or accept employment requiring performance of duties prior to the termination date of this Agreement or any extension thereof, without first obtaining written consent from the President, which shall not be unreasonable withheld.

ARTICLE VIII – MISCELLANEOUS

8.1 Choice of Law and Venue

It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and the laws of the State of Nevada shall govern the validity, performance and enforcement of this Agreement. Any and all disputes arising out of or in connection with this Agreement shall be litigated in a court of competent jurisdiction in _____ County, State of Nevada, and the parties hereby expressly consent to the jurisdiction of said court.

8.2 Assignment of Agreement

The Employee's rights and interests under this Agreement may not be assigned, pledged or encumbered by the Employee.

8.3 Merger Clause

THIS AGREEMENT CONSTITUTES THE FULL AND COMPLETE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE EMPLOYMENT OF THE EMPLOYEE BY THE UNIVERSITY AND SUPERSEDES ALL PRIOR UNDERSTANDING AND AGREEMENTS, ORAL OR WRITTEN, REGARDING THE EMPLOYEE'S EMPLOYMENT BY THE UNIVERSITY.

8.4 Amendments to Agreement

This Agreement may be amended at any time only by a written instrument duly approved by the University, through its designated representative, and the Employee.

8.5 Severability

If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

8.6 No Waiver of Default

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

8.7 Acknowledgement

The Employee acknowledges that Employee has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and Employee agrees to abide by this Agreement and the terms and conditions set forth herein. Employee acknowledges having had the opportunity to consult with counsel of Employee's choice regarding the provisions of this Agreement prior to signing it.

8.8 Indemnification of University

The Employee agrees to hold harmless and indemnify the University from any and all suits, claims, demands, damages, liability, costs and expenses, including attorneys' fees and costs, arising out of the Employee's performance of acts outside the scope of this Agreement, or for acts in pursuit of outside income as permitted by this Agreement, except such suits, claims or demands in which the Employee seeks to compel the University to comply with its obligations hereunder or in which the Employee seeks to enforce any remedies Employee may have hereunder. This Article 8.8 shall survive the termination for any reason of this Agreement.

8.9 University Retains All Materials and Records

All materials or articles of information including, without limitation, personnel and student athlete records, recruiting records, team information, films, statistics or any other material or data, furnished to the Employee by the University, developed by the Employee on behalf of the University or at the University direction or for the University's use, or otherwise in connection with the Employee's employment hereunder, are and shall remain the sole property of the University. Within seven (7) days of the expiration of the Term of this Agreement or its earlier termination as provided herein or the reassignment of employment from the position of Director of Athletics, Employee shall deliver any such materials as well as the automobile in Employee's possession or control to University.

8.10 Employee Will Not Incur University Indebtedness

It is mutually agreed and understood that the Employee shall not incur any indebtedness for or on behalf of the University without first securing the approval of the President or designee and that all contractual obligations incurred by Employee must be in accordance with applicable NSHE and University policies, specifically including delegations of signature authority and provisions for approval of the Board of Regents. No contracts for employment of head or assistant coaches shall be negotiated without the prior approval of the President of all terms thereof, specifically including selection of such coaches, the term of such agreements, and all compensation to be offered.

8.11 Government Immunity Not Waived

It is expressly agreed and understood between the parties that the University is an entity of the State of Nevada and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of its right to claim such exemption, privileges and immunities as may be provided by law

8.12 Notice

Any notice or communication which may or is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of either the day actually received or on the close of business on the third business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth at its name below or such other address as may be given by such party in writing to the other:

If to the Employee:
Director of Athletics

If to the University:
Office of the President

8.13 Applicability of Nevada System of Higher Education Code

This Agreement is subject to the provisions of the NSHE Code, Title 2, except as stated herein.

8.14 Captions

All captions in this Agreement are included for convenience only and do not constitute, nor are incorporated in, the terms and conditions of this Agreement.

8.15 "Force Majeure" Clause

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

8.16 Employee Will Not Make Investments Competitive With University's Objectives

During the Term of Employment hereunder, Employee shall not make or continue to hold any investment in or be associated with any enterprise, which could be deemed to be competitive with University's objectives and philosophies or with the Athletic Department, without first having obtained the written approval of the President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed, effective the day and year first written above, intending to be legally bound by its provisions and Employee acknowledging that Employee has reviewed this Agreement with Employee's attorney.

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE _____:

By: _____
President

Date: _____

By: _____
General Counsel

Date: _____

EMPLOYEE:

By: _____
Director of Athletics

Date: _____

(Added 6/16, A. 9/16, 3/17, 3/18)

Section 15. Audit Related Procedures

NSHE institutions are subject to audits by internal and external auditors. Therefore, each institution shall develop procedures to manage these activities and include them in their institutional policies. The procedures should, at a minimum, address the following.

1. Meetings. Audits begin and end with entrance and exit meetings, respectively. Additional meeting may be necessary such as during audit fieldwork. The institution Business Officer shall provide guidance regarding the personnel that are responsible for attending audit meetings.
2. Field work. The auditors may work with various institutional personnel during audit field work depending on the scope of the review. The institution Business Officer shall provide general guidance regarding the personnel involved during audit field work.
3. Reports. Audit reports are issued at the conclusion of the audit process. The institution shall provide guidance regarding the personnel to whom reports shall be distributed. For external audits, including those from external grantors, the audit reports shall also be forwarded to the Chancellor and the NSHE Chief Internal Auditor.
4. Responses. Audit reports often require a response from institutions for the findings noted. The institution shall provide guidance regarding the personnel responsible for drafting, reviewing and approving the initial and follow-up responses to audit report findings.
5. Audit Committee. For audit reports presented to the Board of Regents Audit Committee, the institution Business Officer shall provide guidance regarding the personnel responsible for representing the institution at the audit committee meetings.
6. Monitoring. In general, audit findings are required to be monitored until they are resolved. The institution Business Officer shall develop a system for tracking and resolving audit findings and provide guidance regarding the personnel that will be responsible for this activity.

(Added 6/16)

Section 16. Electronic Payment Instruction Verification Policy

This policy was created specifically to address supply chain fraud which can occur when payments are diverted to an unintended bank account by fraudulent people or entities skilled at circumventing internal procedures designed to ensure that payments are routed correctly to legitimate suppliers.

The following steps must be taken in advance of setting up or changing electronic payment instructions:

- Validate all new electronic payment instruction requests received even if the request is internal.
- Contact the supplier or requester directly by phone to confirm any requests for payment method or payment instruction changes. Do not use the contact information provided on the request to change payment method or payment instructions; do use contact information known to be genuine such as the contact information in your master supplier file or information collected from the original contract.
- Verify the new information provided on the payment instructions provided with the known contact.

- Document the verification process that was followed to validate payment instructions. The person responsible for entering/updating wire instructions and the person approving new/updated wire instructions must approve the record of verification. A record of the verification must be maintained by the institution in accordance with record retention policies.

(Added 9/16)

Section 17. NSHE Payroll Services

1. Purpose

   This document establishes responsibility for the provision of Payroll Services for the Nevada System of Higher Education (NSHE) for the benefit of the NSHE institutions and System Administration.

   The Business Officers Council (BOC), consisting of the institutional and system CFOs, oversees processing and delivery of payroll services through the governance structure outlined in this document.

   NSHE Payroll Services administratively reports to the University of Nevada, Reno (UNR) campus Associate Vice President of Business and Finance. NSHE Payroll Services provides direction, coordination and guidance for payroll services resources statewide.

   These guidelines:
   - Outline the services provided and working assumptions between NSHE Payroll Shared Services lead institution and the partner institutions
   - Define mutual requirements and expectations for critical business processes and overall performance
   - Define mutual requirements and expectations for reporting and communications
   - Provide a vehicle for resolving conflicts

2. Objectives of the Service

   NSHE Payroll Services performs the functions and services associated with and directly related to payroll delivery to NSHE employees; governmental reporting and tax withholding, as prescribed by laws, regulations and policies, as well as the timely payment and reconciliation of all liabilities created by benefits offered to and other voluntary and mandatory deductions from the employees' paychecks.

   NSHE Payroll Services also identifies, examines and resolves payroll issues, and identifies, analyzes and has the authority and responsibility to implement continuous improvements to payroll business processes, system upgrades and configuration changes.

3. Governance

   The Business Officers Council (BOC) provides oversight of NSHE Payroll Services and monitors coordination among campuses, System Computing Services, Human Resources, Benefits and employees.

   Specific responsibilities of BOC are outlined in Section 4.

4. Roles, Responsibilities, and Expectations

a. NSHE Payroll Services

In coordination with all NSHE institutions, including Human Resources, SCS and benefits business centers, NSHE Payroll Services is responsible for the timely and accurate processing of the following payroll related activities:

i. Processing of all payroll related settlements for regular and semi-monthly payroll cycles for delivery to employees on scheduled payment dates (i.e. paychecks, direct deposits, payment cards, and advices)

ii. Processing of off-cycle payment requests (i.e. paychecks, direct deposits, payment cards, and advices)
    1. Requests received by noon will be processed by the next business day provided they are approved by the institution and all preceding processes have been completed

iii. Processing of employee and employer benefit and tax liability withholding; producing timely and accurate liability payments; and completing monthly reconciliation of associated liability accounts. Examples include the following:
    1. Federal Withholding Tax
    2. State Income Tax
    3. Social Security (FICA) and Medicare
    4. Retirement plans (PERS & RPA Retirement, FICA Alternative)
    5. Unemployment Contributions and quarterly payments and Workers Compensation
    6. Retired Employees Group Insurance Assessment (REGIA)
    7. Miscellaneous Deductions

iv. Processing wage garnishments for new and changed court orders by the deadline applicable to the type of garnishment and prescribed by regulation

v. Processing and issuing W-2s and associated reports and filings by established statutory deadlines. Issuing corrections when necessary.

vi. Communication and customer relations to address issues, concerns and inquiries from internal and external parties
    1. Prepare a communications plan for review by the BOC annually
    2. Provide payroll support from 8 am – 5 pm, excluding weekends and observed holidays
        a. Provide a shared email for employees and respond within one business day
        b. Provide telephone support for employees that is answered during business hours
            i. Voicemail will advise the caller that their call will be returned within one business day
    3. Provide timely responses for information requests from internal and external parties (i.e. System Administration, internal audit, governments, agencies, banks, auditors, public records request and benefit providers).
    4. Produce and publish a payroll calendar

vii. Manage and retain records for payroll related documents in accordance with federal, state and NSHE laws, regulations and policies

viii. Oversight and management of all payroll related outsource service agreements, if any

ix. Overpayment processing (include campus, HR, Grants and Controller involvement)

x. Manage payroll banking activity for the following:
    1. Funding and settlement for net payroll and liabilities
    2. Response to positive pay exceptions by banking deadlines
    3. Bank reconciliation

4. Issue stop payments
5. Cancellations and reissues
6. Stale check processing (escheatment) within 180 days of issue date

xi. Actively participate in weekly Workday payroll conference call
xii. Functional testing of changes to configuration, reports, security, integrations and new releases to ensure these changes are working as intended

b. System Computing Services (SCS) - Workday Project Management

SCS plays a key role in ensuring that the Workday system is operating in a manner that results in timely and accurate payroll processing and payments. SCS in consultation with Payroll Services and other key stakeholders performs the following:

i. Maintain system configuration and integrations
ii. Manage payroll team and Business Analyst with input from Payroll Services (hiring, evaluation, priorities)
iii. Lead and participate in weekly Workday payroll conference calls
iv. SCS support on payroll processing days will be available until payroll has successfully completed and during normal business hours all other days
v. Ad-Hoc reporting requests and support
vi. Provide testing plan and resources for Workday updates
vii. Ensure that incomplete configurations not delivered at go-live are completed using adequate consulting and SCS resources (i.e. academic pay and PERS)
viii. Provide testing plan for Workday releases that impact the payroll business process
ix. Initial testing of all business process changes, integration changes and new releases to insure these changes are working as intended
x. Review and communicate impact from Workday release notes
xi. Implement and document policies and procedures for managing incoming and outgoing integrations and provide those documents to all payroll business process participants listed in this document

c. Campus Human Resources

Campus human resources offices are responsible for the timely submission of employee actions within the Workday payroll system and required documents necessary for processing employee payments accurately and timely. These offices are responsible for the processing the following in accordance with established deadlines:

i. First point of contact for employees regarding payroll issues
ii. Personnel actions for hire and termination
iii. Job changes
iv. Salary adjustments resulting from job changes, merit, cost of living, etc.
v. Actively participate in weekly Workday payroll conference call or payroll updates during the HR user group meetings
vi. Notify payroll of all retroactive hires, terminations and job changes prior to the deadline for the next on-cycle payroll
vii. Review payroll cutoff calendars to be familiar with important payroll processing and primary job switch dates

d. Benefits Offices

Business center benefit offices are responsible for the timely submission of employee benefit additions, deletions and changes within the Workday payroll system and required documents necessary for processing employee payments accurately and timely. These offices are responsible for the following in accordance with established deadlines:

i. Review the accuracy of incoming integrations files in sufficient time to ensure inaccuracies can be corrected before payroll is calculated for each on-cycle payroll
ii. Complete benefit enrollment/elections accurately and timely
iii. Work cooperatively with NSHE Payroll, Human Resources and SCS to resolve issues with benefit providers in a manner that ensures accurate deductions
iv. Actively participate in weekly Workday payroll conference call or payroll updates during the HR user group meetings
v. Review payroll cutoff calendars to be familiar with important payroll processing dates
vi. Notify payroll of all retroactive or administrative benefit changes

e. NSHE Institutions

NSHE institutions' employees and supervisors are critical in the efficient processing of payroll by ensuring time entry is accurate and job hires, terminations and changes are communicated to the appropriate stakeholder in a timely manner. Institutions are responsible for:

i. Notification of hires and terminations
ii. Adopting policies for time entry and approval for their employees and supervisors that respects published payroll deadlines and ensure compliance with those policies
iii. Entry and approval of leave in accordance with published deadlines
    a. Establish service level expectations for timely and accurate payroll payments, system functionality, legal and regulatory compliance and reporting
    b. Establish expectations for and provide guidance to NSHE Payroll Services
    c. Establish, approve and implement the budget and funding model
    d. Define roles, responsibilities and expectations of all parties
    e. Review staffing and work plans, ensuring that adequate cross-training exists to provide redundancy and backup support for essential functions
    f. Monitor efficiency, effectiveness and quality of payroll business processes and attainment of service expectations
    g. Provide direction when there are conflicting priorities
    h. Review, approve or deny Workday exception requests related to the configuration of Workday payroll or other processes that impact payroll
    i. Resolve conflicts that arise
    j. Review of these responsibilities and update this document annually to reflect current roles, responsibilities, expectations and practices

5. Metrics and reporting

For purposes of evaluating the efficiency and effectiveness of payroll transaction processing and reporting requirements (inclusive of processes for which campus staff and payroll payees are responsible for accurate and timely completion), metrics will be compiled, monitored and reported annually to BOC. Metrics will be trended and shared with institution partner offices to support efforts to identify and remedy business process deficiencies and/or staff training issues.

Metrics to be monitored include:

1. Number/percentage of demand payments to regular cycle payments by institution and in total for the system
2. Number/percentage of retroactive payment calculations per cycle per institution and in total for the system

3. Voided payments/stop payments as a percent of total payroll payments by institution and in total for the sys
4. Payroll errors by source and institution and/or responsibility area and in total for system
5. Number of statutory return submissions with identification of any late filings
6. Average central payroll cost of producing a payroll payment
7. Cost of central payroll office as a percent of total payroll cost
8. Employees by institution without submitted and approved time prior to each on-cycle payroll and in total for the system
9. Retro hires and terminations by institution and department/college and in total for the system Payroll Issues and Business Process Reporting

NSHE Payroll Shared Services will develop mechanisms to identify, evaluate and assess the effectiveness of payroll business processes to identify issues and inform continuous improvement efforts. Mechanisms will focus on the following areas:

1. Summary of payroll issues reported over the period, including number of issues reported, number resolved, number of outstanding issues and data on time to acknowledge and time to resolve
2. Summary of volume of phone calls, and service tickets received during the period, including number of phone calls that go to voice mail and data on time to respond to both phone calls and service tickets
3. Report information regarding training and communication efforts over the period, including titles of courses offered, frequency and attendance; resources available through websites, etc.
4. Report payroll business process improvements, system upgrades and configuration changes implemented over the period

(Added 3/19)

NEVADA SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL

CHAPTER 6

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CHAPTER 6

ACADEMIC PROCEDURES

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

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 15 and reported to the Chancellor's Office no later than January 20. 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 Credit Hours:** Completions for resident students in NSHE courses are counted as state-supported student credit hours for the purpose of the funding formula for 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, completed credit hours for resident students in credit-bearing[2] remedial/developmental courses[3] and vocational training courses may also be counted as state-supported student credit hours 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, student credit hours may still be counted as long as the normal class revenues from resident students are collected in support of the state operating budget.

3. **Headcount:** Unduplicated headcount will be reported for all state-supported courses. 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 the start date of the fall semester will be considered summer term courses. Summer term student credit hours are not state-supported, except for resident students completing 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. Summer nursing FTE will be added to the subsequent fall semester for the purpose of the AAFTE calculation.
   - Resident student credit hours from undergraduate nursing courses and science-based nursing prerequisites/requirements will be included in the student credit hour totals for the purpose of the funding formula.
   - The official enrollment reporting date for Summer nursing enrollment will be an end-of-semester count occurring no later than August 31. Institutions must submit their enrollment to the System Office no later than September 15.

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 a start date three weeks prior to the start date of the fall semester will be recorded in the following fall if the course is included on the fall semester transcript and credits are applied toward the fall semester load.

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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. **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 student credit hours. The total student credit hours 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).

   Course enrollments included in the taxonomy file for validation with official headcount and FTE enrollment reports but subtracted from the student credit hour (SCH) calculations for the funding formula:

   a. Credit hours for courses with a grade of W, NR (not reported), or a blank grade;
   b. Credit hours for courses taken by non-resident students. Non-resident students include Children of Alumni, Good Neighbor, WICHE/WUE and all other non-resident students (except research/teaching assistants and others granted temporary in-state status for tuition purposes); and
   c. Credit hours for courses with F-grades are excluded when the last day of attendance is on or before the 60 percent date that is based on the guidelines established in the Federal Student Aid Return to Title IV regulations (34 Code of Federal Regulations 668.22).

9. **Institutional Documentation:** Institutions should develop a schedule and process for conducting periodic reviews of the courses included in student credit hours calculations and in the course taxonomy in order to ensure only appropriate courses are included in official state-supported student credit hours counts.

10. **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, 9/15, 9/16)

Section 3. 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 Chief Financial Officer 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 4. 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 5. 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;
    b. High school last attended;
    c. High school completion date in a month and year format (mm/dd/yyyy) when applicable;
    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; and
    e. County of high school last attended.

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; A. 9/15)

Section 6. 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 (SSN) or individual taxpayer identification number (ITIN);
    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. Except as otherwise provided in this subsection, 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.

   Requests to add a student's social security number (SSN) or individual taxpayer identification number (ITIN) to a previously blank field may be submitted in person, by mail or fax, or electronically without the required NSHE Personal Identification Data change form if the student submits a completed and signed IRS W9 Form (Request for Taxpayer Identification Number and Certification).

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, 3/14)

Section 7. 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 8. 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 9. 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 10. 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 11. 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. DEFINITIONS

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) Preaward Costs: 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 periodically modified, but current versions of all templates can be found at http://sites.nationalacademies.org/PGA/fdp/PGA_063626

   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).

3) 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/PGA/fdp/PGA_063626 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.

4) 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.

5) 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, 6/17)

Section 12. Program & Organizational Unit Proposals

GUIDELINES

Board policy dictates the creation of degrees, majors, programs, or organizational units 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. Certificates of at least 30 credit hours except for post baccalaureate certificates;
2. Certificates of at least 9 and less than 30 credit hours that provide preparation necessary to take state, national and/or industry recognized certification or licensing examinations (all other certificates of less than 30 credit hours, including post baccalaureate certificates, do not require AAC approval);
3. Study abroad programs;
4. 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
5. Name change to an organizational unit that is cosmetic in nature.
6. 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 effective date of the deactivation. The institution must provide appropriate written notice to the Board indicating the reactivation of the program. A deactivated program will be considered formally eliminated five years after the effective date of the deactivation.

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 associate of arts, an associate of science, and an associate of business (AA, AS, and AB);
4. Primary field of study within an associate of applied science (AAS);
5. Emphases, concentration, or options that are converted into a major;
6. School or college;
7. Organizational unit, center, or institute;
8. Name change to a degree, major or primary field of study accompanied by a significant change in curriculum;
9. Degree-type change to a major or primary field of study (e.g., a BAS to a BA);
10. Name change to a school, or college that is the result of a significant reorganization of existing units, consolidation, or change in mission;
11. 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;
12. Deletion of any degree, major, primary field of study, school or college, center, institute or other organizational unit; and
13. 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);
2. Post baccalaureate certificates of any duration; and
3. The addition or elimination of departments.

Inventory of Approved Degrees and Certificates

The Vice Chancellor for Academic and Student Affairs shall maintain an inventory of all degrees and certificates approved by the Academic Affairs Council or the Board of Regents, including certificates that provide preparation necessary to take state, national and/or industry recognized certification or licensing examinations.

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. (Added 6/05; A. 3/06, 8/07, 4/09, 12/10, 9/11, 3/13, 9/14, 12/15, 12/17, 12/19)

Section 13. 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. Awarding of Academic Credit/Grades

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;

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

[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).

[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).

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.

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.

[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).

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. Scholarships

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. Books

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 14. 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 15. 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 matriculated 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; A. 1/15)

Section 16. Audits of Community College Admissions

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 matriculated 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; A. 1/15)

Section 17. Residency Determinations: Nonimmigrant Aliens – Visa Classifications

Under Title 4, Chapter 15, of the *Handbook*, an alien who has become a Nevada resident by establishing bona fide residence in Nevada and who is a nonimmigrant alien admitted to the U.S. with a visa classification under which the holder is eligible to establish domicile in the U.S. may be classified or reclassified as a resident student for tuition purposes if supported by clear and convincing evidence.

The chart below sets forth the visa classifications under which the holder is eligible to establish domicile in the U.S. pursuant to federal law, including but not limited to INA Section 101(a)(15) and 8 CFR 214.2 through 8 CFR 214.15. A student holding an eligible visa must still meet the requirements under subsection 9 of Title 4, Chapter 15, Section 4 to be deemed or reclassified as a resident student for tuition purposes. All nonimmigrant visas must be verified via visa stamp in the applicant's passport or on an I-94 Card. It is not possible to include every nuance of the immigration process in this section. For the domicile eligibility status of any other alien classification, visa, or documentation not covered by this section, contact the System Office for guidance.

Visa Type	Eligibility Status for Consideration for Reclassification	Description
Foreign Government Officials		
A-1	Eligible	Ambassador, public minister, career, diplomatic or consular officer who has been accredited by a foreign government recognized de jure by the United States and who is accepted by the President or by the Secretary of State, and the members of the alien's immediate family.
A-2	Eligible	Other foreign government officials or employees who have been accredited by a foreign government recognized de jure by the United States, who are accepted by the Secretary of State, and members of their immediate family.
A-3	Eligible	Attendants, servants, or personal employees of A-1 and A-2, and members of their immediate family.
Visitors		
B-1 B-2	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning and who is visiting the United States temporarily for business or temporarily for pleasure.
Aliens in Transit		
C-1 C-1D C-2 C-3 C-4	Ineligible	An alien in immediate and continuous transit through the United States, or an alien who qualifies as a person entitled to pass in transit to and from the United Nations Headquarters District and foreign countries.
Crewmen		
D-1 D-2	Ineligible	An alien crewman serving in good faith as such in a capacity required for normal operation and service on board a vessel, or aircraft, who intends to enter temporarily and solely in pursuit of the alien's calling as a crewman and to depart from the United States with the vessel or aircraft on which the alien arrived or some other vessel or aircraft.
Treaty Traders and Treaty Investors		
E-1 E-2	Eligible	An alien entitled to enter the United States under and in pursuance of the provisions of a treaty of commerce and navigation between the United States and the foreign state of which the alien is a national, and the spouse and children of any such alien if accompanying or following the alien.
E-3	Eligible	An alien entitled to enter the United States solely to perform services in a specialty occupation in the United States if the alien is a national of the Commonwealth of Australia.
Academic Students		
F-1	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning, who is a bona fide student qualified to pursue a full course of study and who seeks to enter the United States temporarily and solely for the purpose of pursuing such a course of study at an established college, university, seminary, conservatory, academic high school, elementary school, or other academic institution or in a language training program in the United States.
F-2	Ineligible	The alien spouse and minor children of any F-1 alien.

Visa Type	Eligibility Status for Consideration for Reclassification	Description
F-3	Ineligible	Academic students who are Canadian or Mexican citizens, who commute across the border to study full-time or part-time in the United States.
Foreign Government Officials to International Organizations		
G-1	Eligible	A designated principal resident representative of a foreign government recognized de jure by the United States, which foreign government is a member of an international organization under the International Organizations Immunities Act (59 Stat. 669) 22 U.S.C. 288, note, accredited resident members of the staff of such representatives, and members of the individual's or their immediate family.
G-2	Eligible	Other accredited representatives of such a foreign government to such international organizations, and the members of their immediate family.
G-3	Eligible	An alien able to qualify under G-1 or G-2 above except for the fact that the government of which such alien is an accredited representative is not recognized de jure by the United States, or that the government of which the alien is an accredited representative is not a member of such international organization, and the members of the alien's immediate family.
G-4	Eligible	Officers, or employees of such international organizations, and the members of their immediate family.
G-5	Eligible	Attendants, servants, and personal employees of any such representative, officer, or employee, and the members of the immediate families of such attendants, servants, and personal employees.
Temporary Workers		
H-1B	Eligible	An alien who is coming temporarily to the United States to perform services in a specialty occupation or other qualifying occupation.
H-1C	Eligible	Nurses going to work for up to three years in health professional shortage areas.
H-2A	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning who is coming temporarily to the United States to perform agricultural labor or services.
H-2B	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning who is coming temporarily to the United States to perform other temporary service or labor.
H-3	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning who is coming temporarily to the United States as a trainee.
H-4	Eligible	The alien spouse or minor child of an H-1B or H-1C visa holder.
H-4	Ineligible	Spouse or child of H-2A, H-2B, or H-3 alien.
Foreign Media Representatives		
I	Eligible	An alien who is a bona fide representative of foreign press, radio, film, or other foreign information media, who seeks to enter the United States solely to engage in such vocation. The spouse and children of such a representative if accompanying or following to join the alien.
Exchange Visitors		

Visa Type	Eligibility Status for Consideration for Reclassification	Description
J-1	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning who is a bona fide student, scholar, trainee, teacher, professor, research assistant, specialist, or leader in a field of specialized knowledge or skill, or other person of similar description, who is coming temporarily to the United States as a participant in an approved program for the purpose of teaching, instructing or lecturing, studying, observing, conducting research, consulting, demonstrating special skills, or receiving training.
J-2	Ineligible	The spouse or minor child of any such alien if accompanying the alien or following to join the alien.
Fiancé(e) or Spouse of U.S. Citizen		
K-1	Eligible	The fiancée or fiancé of a citizen of the United States and who seeks to enter the United States solely to conclude a valid marriage with the petitioner within ninety (90) days after admission.
K-2	Eligible	The minor child of a K-1 visa holder who is accompanying, or following to join, the alien.
K-3	Eligible	An alien spouse of a citizen who is the beneficiary of a petition to accord immigrant status and seeks to enter the United States to await the approval of such petition.
K-4	Eligible	The minor child of a K-3 visa holder who is accompanying, or following to join, the alien.
Intracompany Transferee		
L-1A L-1B	Eligible	Subject to section 214(c)(2), an alien who, within 3 years preceding the time of the alien's application for admission into the United States, has been employed continuously for one year by a firm or corporation or other legal entity or an affiliate or subsidiary thereof and who seeks to enter the United States temporarily in order to continue to render the alien's services to the same employer or a subsidiary or affiliate thereof in a capacity that is managerial, executive, or involves specialized knowledge.
L-2	Eligible	The alien spouse and minor children of L-1A or L-1B if accompanying the alien or following to join the alien.
Vocational and Language Students		
M-1	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning who seeks to enter the United States temporarily and solely for the purpose of pursuing a full course of study at an established vocational or other recognized nonacademic institution.
M-2	Ineligible	An alien spouse or minor child of an M-1 visa holder accompanying or following to join the alien.
M-3	Ineligible	An alien who is a national of Canada or Mexico, who maintains actual residence and place of abode in the country of nationality, who is described in M-1 above except that the alien's course of study may be full- or part-time, and who commutes to the United States institution or place of study from Canada or Mexico.
Certain Parents and Children of Special Immigrants		
N-8	Eligible	An alien parent of certain officers and employees of international organizations (G visa holders) who have been accorded special immigrant status under INA Section 101(a)(27)(I) or (L).

Visa Type	Eligibility Status for Consideration for Reclassification	Description
N-9	Eligible	An alien child of certain officers and employees of international organizations (G visa holders) who have been accorded special immigrant status under section 101(a)(27)(I) or (L).
North Atlantic Treaty Organization (NATO)		
NATO 1	Eligible	Principal Permanent Representative of Member State to NATO and resident members of official staff or immediate family.
NATO 2	Eligible	Other representatives of member State; Dependents of Member of a Force entering in accordance with the provisions of NATO Status-of-Forces agreement; Members of such a Force if issued visas.
NATO 3	Eligible	Official clerical staff accompanying Representative of Member State to NATO or immediate family.
NATO 4	Eligible	Official of NATO other than those qualified as NATO-1 and immediate family.
NATO 5	Eligible	Expert other than NATO officials qualified under NATO-4, employed on behalf of NATO and immediate family.
NATO 6	Eligible	Member of civilian component who is either accompanying a Force entering in accordance with the provisions of the NATO Status-of-Forces agreement or attached to an Allied headquarters under the protocol of the Status of International Military headquarters set up pursuant to the North Atlantic Treaty; and their dependents. These persons are eligible for special immigrant status that allows them to adjust to permanent resident. This implied dual intent provides eligibility for domicile review.
NATO 7	Eligible	Servant or personal employee of NATO-1, NATO-2, NATO-3, NATO-4, NATO-5, NATO-6, or immediate family.
Workers with Extraordinary Abilities		
O-1	Eligible	An alien with extraordinary ability in the sciences, arts, education, business, or athletics which has been demonstrated by sustained national or international acclaim who seeks to enter the United States to continue work in the area of extraordinary ability.
O-2	Ineligible	An alien who seeks to enter the United States temporarily and solely for the purpose of accompanying and assisting in the artistic or athletic performances by an O-1 visa holder.
O-3	Eligible	The alien spouse or child of an O-1 visa holder accompanying or following to join the alien.
O-3	Ineligible	The alien spouse or child of an O-2 visa holder accompanying or following to join the alien.
Athletes and Entertainers		
P-1	Eligible	An alien who seeks to enter the United States to perform as an internationally recognized athlete or a member of an entertainment group or athletic team that is internationally recognized as being outstanding in the discipline for a sustained and substantial period of time. These persons may be eligible to adjust to permanent resident. This implied dual intent provides eligibility for domicile review.
P-2	Eligible	An alien who seeks to enter the United States temporarily and solely for the purpose of performing as such an artist or entertainer or with such a group under a reciprocal exchange program. These persons may be eligible to adjust to permanent resident. This implied dual intent provides eligibility for domicile review.

Visa Type	Eligibility Status for Consideration for Reclassification	Description
P-3	Eligible	An alien who seeks to enter the United States temporarily and solely to perform, teach, or coach as such as artist or entertainer or with such a group under a commercial program that is culturally unique. These persons may be eligible to adjust to permanent resident. This implied dual intent provides eligibility for domicile review.
P-4	Eligible	The alien spouse or child of a P-1, P-2, or P-3 visa holder who is accompanying or following to join the alien. These persons may be eligible to adjust to permanent resident. This implied dual intent provides eligibility for domicile review.
International Cultural Exchange Visitors		
Q-1	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning who is coming temporarily (for a period not to exceed 15 months) to the United Streets as a participant in an international cultural exchange program approved by the Secretary of Homeland Security for the purpose of providing practical training, employment, and the sharing of the history, culture, and traditions of the country of the alien's nationality and who will be employed under the same wages and working conditions as domestic workers.
Q-2	Ineligible	An alien having a residence in a foreign country which the alien has no intention of abandoning who is an alien citizen of the United Kingdom or the Republic of Ireland, 21 to 35 years of age, unemployed for not less than 12 months, and having a residence for not less than 18 months in Northern Ireland, or the counties of Louth, Monaghan, Cavan, Leitrim, Sligo, and Donegal within the Republic of Ireland, which the alien has no intention of abandoning who is coming temporarily (for a period not to exceed 24 months) to the United States as a participant in a cultural and training program approved by the Secretary of State and the Secretary of Homeland Security under section 2(a) of the Irish Peace Process Cultural and Training Program Act of 1998 for the purpose of providing practical training, employment, and the experience of coexistence and conflict resolution in a diverse society.
Q-3	Ineligible	The alien spouse or minor child of a Q-1 or Q-2 visa holder who is accompanying or following to join the alien.
Religious Workers		
R-1	Eligible	An alien who for the two years immediately preceding the time of application for admission, has been a member of a religious denomination having a bona fide nonprofit, religious organization in the United States.
R-2	Eligible	The alien spouse or child of the R-1 alien if accompanying or following to join the alien.

Visa Type	Eligibility Status for Consideration for Reclassification	Description
Witness or Informant		
S-5	Eligible	Person in possession of critical reliable information concerning a criminal organization or enterprise who is willing to supply or has supplied such information to federal or state law enforcement authorities or court and whose presence in the United States the Attorney General determines is essential to the success of an authorized criminal investigation or prosecution.
S-6	Eligible	Persons who both the Secretary of State and the Attorney General jointly determine: a. is in possession of critical reliable information concerning a terrorist organization, enterprise or operation; b. is willing or has supplied such information to federal law enforcement authorities or federal court; c. will be or has been placed in danger as a result of providing such information; and d. is eligible to receive an award under 22 U.S.C. §2708(a).
S-7	Eligible	Qualified Family Member of S-5 or S-6: Spouse, married and unmarried sons and daughters, and parents of witnesses and informants
Victims of a Severe Form of Trafficking in Persons		
T-1	Eligible	An alien who is or has been a victim of a severe form of trafficking in persons.
T-2	Eligible	An alien spouse of a T-1 visa holder.
T-3	Eligible	Child of a T- 1 visa holder
T-4	Eligible	Parent of a T-1 visa holder (if the child is under 21 years of age)
T-5	Eligible	Unmarried sibling of a T-1 visa holder under the age of 18
North American Free Trade Agreement (NAFTA)		
TN-1	Ineligible	A Canadian or Mexican alien who seeks temporary entry into the United States to work in a TN-designated occupation. The alien must satisfy the inspecting immigration officer that the proposed stay is temporary.
TD	Ineligible	The alien spouse or minor child of a TN visa holder who seeks to enter to accompany or follow to join the alien.
Transit Without Visa		
TWOV	Ineligible	Passenger of ship, airplane, or other vessel entering US port.
TWOV	Ineligible	Crew of ship, airplane, or other vessel entering US port.
Victims of Certain Crimes		
U-1	Eligible	An alien who has suffered substantial physical or mental abuse as a result of having been a victim of criminal activity; or possesses information about criminal activity, or has been/could be helpful to law enforcement officials.
U-2	Eligible	The alien spouse of the U-1 visa holder accompanying or following to join the alien.
U-3	Eligible	Child of a U-1 visa holder
U-4	Eligible	Parent of a U-1 visa holder who is under 21 years of age
U-5	Eligible	Unmarried sibling of a U-1 visa holder under the age of 18
Visa Waiver Program		
VWP	Ineligible	Due to reciprocity agreements, the United States allows citizens from some countries to enter the country for business or pleasure without a visa. (e.g. Canada, Sweden, and others).

Visa Type	Eligibility Status for Consideration for Reclassification	Description
Certain Second Preference Beneficiaries (Dept. of State: The New K and V Visas)		
V-1	Eligible	Spouse of a Legal Permanent Resident (LPR) who is the principal beneficiary of a family-based petition (Form I-130) which was filed prior to December 21, 2000, and has been pending for at least three years.
V-2	Eligible	Child of an LPR who is the principal beneficiary of a family-based visa petition (Form I-130) that was filed prior to December 21, 2000, and has been pending for at least three years.
V-3	Eligible	The derivative child of a V-1 or V-2.

(Added 3/14, A. 12/14)

Section 18. Common Course Numbering: General Guidelines

1. Except as otherwise provided, common course numbering identifies equivalent NSHE courses and labels them with the same course prefix, number, title, and credits. Common courses are defined as those that have the same course prefix and number and have comparable content with essentially common expectations regarding student performance upon completion of the course. In limited circumstances, common courses may have a variable number of credits assigned, including but not limited to internships and labs.

2. A transferring student will not be required to retake a successfully completed common course unless a higher standard for performance in the course is a published degree requirement.

3. Common course numbers will not require faculty to change or standardize their course to be equivalent with another institution's beyond the requirement for 80 percent content nor will it impact course delivery methods.

4. If an institution develops a course that is already common course numbered, its content must be 80 percent common to the existing course.

5. All undergraduate courses must be common course numbered or receive a unique course number. Courses that are not assigned a common course number will be considered "unique" courses. If a course is unique, the institution offering the course assigns the course prefix, number, title, credits, and description.

6. All courses must have a generic course description that will be part of the review in determining whether or not a course is common or unique. Institutions may develop a course description that varies from the generic description, but the description must not differ significantly in substance from the generic description.

7. All prefixes should be between two and four letters. The department name and prefix need not be the same (e.g. the department of Philosophical and Regional Studies [PRS] may offer courses with prefixes such as HIST, ECON, PHIL, etc.). To ensure the prefixes utilized throughout NSHE are appropriate, any new prefixes must be reviewed and approved by System Administration, Department of Academic and Student Affairs prior to an institution utilizing the prefix or initiating the common course numbering notification process under Section 19 of this chapter.

8. Common courses shall be appropriately numbered as upper or lower division and will be assigned a common course prefix, number, title, and credits.

9. A cross-listed course is a course offered under more than one departmental heading, typically with a different prefix and the same course number (e.g. PSC 255 and WMST 255 – The American Women's Movement). For purposes of the common course numbering system, the title, credits, and content for a cross-listed course must be the same as the original course in the common course numbering system. If an institution approves a cross-listed course, the institution must retain the original course in its catalog.

(Added 12/16)

Section 19. Common Course Numbering: Assignment of Prefix, Number and Title

1. In order for a course to be assigned a common or unique course number, all institutions that offer the discipline in which the proposed course resides must agree that at least 80 percent of the content of the proposed course is common. Every institution must be contacted via email to review the content of the proposed course. The syllabus or similar course document in which the course content can be evaluated must be attached to the notification email. To facilitate a response within the deadlines outlined under subsection 4 of this section, the notification email should not be sent out if the 10-day response window falls within the break period between terms.

2. The applicable common course numbering form developed by the Department of Academic and Student Affairs must be completed for all additions, changes and deletions of undergraduate courses. In addition, the applicable form must be completed for any changes to existing course prefixes, numbers, titles or credits.
    a. Every institution must be contacted to review the course. The point of contact for course review must be the academic administrator over the discipline or the registrar or institutional designee if there is no academic administrator. In circulating the form for review, it will be determined if the course is common or unique, and a title and number will be agreed upon for inclusion on the form.
    b. The course information provided by the originating institution for review must include a copy of the syllabus or course outline and a course description.
    c. The originating institution will submit the completed form, the course syllabus or course outline, and a copy of the notification email along with all responses to System Administration, Department of Academic and Student Affairs.
    d. If a common course prefix, number, title, or credits cannot be agreed upon, the course will be reviewed by the appropriate System-Wide Discipline Committee established by the Articulation Coordinating Committee pursuant to Title 4, Chapter 14, Section 14 of the *Handbook*. If the System-Wide Discipline Committee does not reach agreement, the course will be referred for review to the Articulation Coordinating Committee for resolution.

3. The Department of Academic and Student Affairs shall:

    a. Develop and maintain a common course numbering form for additions, changes and deletions.
    b. Maintain a common course numbering master file that will include all NSHE undergraduate courses, both common and unique.
    c. Review common course numbering form submissions to determine if all criteria have been met.
        i. If all criteria have not been met, the contact person for the originating institution must be notified within 14 business days.

ii. If all criteria have been met, the contact person listed on the form for each institution must be notified within 14 business days and the common course numbering file must be updated. If the contact person is not the registrar, the Department will also notify the registrar at the institution and any other designee for whom the institution has requested notification.

4. Institutions shall:

   a. Establish procedures reviewing new courses; proposed changes to courses, course number, prefix, or credits; and proposed deletion of courses, and for participation in the common course numbering system-wide review process.

   b. Respond within 10 business days to a notification received from another institution regarding proposed additions, changes or deletions to common course numbering. If a response is not received from an institution within 10 business days of submitting a request, it will be assumed that the response is affirmative. The 10 business day response window is not applicable during break periods between terms (May 15 through August 15 and December 15 through January 20). If the 10 business day response window falls after May 15 or December 15, the response time will be extended until 10 business days after August 15 or January 20, as applicable.

   c. Not include any additions or changes to undergraduate course prefixes, numbers, titles, and/or credits in class schedules or catalogs until written approval is received from the NSHE Department of Academic and Student Affairs.

(Added 12/16; A. 6/18)

NEVADA SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL

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CHAPTER 7

FEES AND TUITION

Section 1. Registration Fees and Non-Resident Tuition Rates

Registration Fees

	2018-19	2019-20	2020-21	2021-22	2022-23
Registration Fees, Universities (undergraduate)	$224.00/ per credit	$233.00/ per credit	$242.25/ per credit	$249.00/ per credit	$256.00/ per credit
Registration Fees, Universities (graduate)	$274.75/ per credit	$285.75/ per credit	$297.25/ per credit	$305.50/ per credit	$314.00/ per credit
Registration Fees, NSC (undergraduate)	$157.00/ per credit	$168.25/ per credit	$175.00/ per credit	$180.00/ per credit	$185.00/ per credit
Registration Fees, NSC (graduate)	$218.25/ per credit	$227.00/ per credit	$236.00/ per credit	$242.50/ per credit	$249.25/ per credit
Registration Fees, Community Colleges (upper-division)	$161.75/ per credit	$168.25/ per credit	$175.00 per credit	$180.00 per credit	$185.00 per credit
Registration Fees, Community Colleges (lower-division)	$98.75/ per credit	$102.75/ per credit	$106.75/ per credit	$109.75/ per credit	$112.75/ per credit

Non-Resident Tuition
(Rates are assessed in addition to registration fees)

	2018-19	2019-20	2020-21	2021-22	2022-23
Full-time* Non-resident Tuition, Universities	$14,472/ per year	$15,051/ per year	$15,653/ per year	$16,091/ per year	$16,542/ per year
Full-time* Non-resident Tuition, NSC	$12,020/ per year	$12,501/ per year	$13,001/ per year	$13,365/ per year	$13,739/ per year
Full-time* Non-resident Tuition, Community Colleges	$6,913/ per year	$7,190/ per year	$7,477/ per year	$7,686/ per year	$7,901/ 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)

	2018-19	2019-20	2020-21	2021-22	2022-23
Part-time* Non-resident Tuition, Universities (undergraduate)	$246.50/ per credit	$256.25/ per credit	$266.50/ per credit	$274.00/ per credit	$281.50/ per credit
Part-time* Non-resident Tuition, Universities (graduate)	$302.25/ per credit	$314.25/ per credit	$327.00/ per credit	$336.00/ per credit	$345.50/ per credit
Part-time* Non-resident Tuition, NSC (undergraduate)	$172.75/ per credit	$185.00/ per credit	$192.50/ per credit	$198.00/ per credit	$203.50/ per credit
Part-time* Non-resident Tuition, NSC (graduate)	$240.00/ per credit	$249.75/ per credit	$259.50/ per credit	$266.75/ per credit	$274.25/ per credit
Part-time* Non-resident Tuition, Community Colleges (upper-division)	$178.00/ per credit	$185.00/ per credit	$192.50/ per credit	$198.00/ per credit	$203.50/ per credit
Part-time* Non-resident Tuition, Community Colleges (lower-division)	$108.75/ per credit	$113.00/ per credit	$117.50/ per credit	$120.75/ per credit	$124.00/ per credit

*Part-time non-resident tuition rates are assessed to students enrolled in fewer than 7 credits

Distance Education Tuition

(Rates are assessed in addition to registration fees)

	2018-19	2019-20	2020-21	2021-22	2022-23
Non-resident Tuition*, Distance Education, Universities (undergraduate)	$112.00/ per credit	$116.50/ per credit	$121.25/ per credit	$124.50/ per credit	$128.00/ per credit
Non-resident Tuition*, Distance Education, Universities (graduate)	$137.50/ per credit	$142.75/ per credit	$148.75/ per credit	$152.75/ per credit	$157.00/ per credit
Non-resident Tuition*, Distance Education, NSC (undergraduate)	$78.50/ per credit	$84.25/ per credit	$87.50/ per credit	$90.00/ per credit	$92.50/ per credit
Non-resident Tuition*, Distance Education, NSC (graduate)	$109.25/ per credit	$113.50/ per credit	$118.00/ per credit	$121.25/ per credit	$124.75/ per credit
Non-resident Tuition*, Distance Education, Community Colleges (upper-division)	$81.00/ per credit	$84.25/ per credit	$87.50/ per credit	$90.00/ per credit	$92.50/ per credit
Non-resident Tuition*, Distance Education, Community Colleges (lower-division)	$49.50/ per credit	$51.25/ per credit	$53.50/ per credit	$54.75/ per credit	$56.50/ 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, 6/14, 6/16, 6/18, 3/19, 4/19, 9/19)

Section 2. Excess Credit Fee Procedures

1. As required by Board policy (Title 4, Chapter 17, Section 4), 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 standard 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. Administrative Review Before Charging the Excess Credit Fee: Before charging a student the Excess Credit Fee, the institution shall conduct an administrative review of the student's accrued credits and exclude credits from the 150 percent calculation as required by Title 4, Chapter 17, Section 4 and this section. The institution may designate staff or establish reports or both to conduct the administrative review.

    Any credits excluded in the administrative review shall be excluded for all future terms unless the student changes his or her program of study or is no longer in good academic standing. In these circumstances, the institution may reevaluate the calculation and any excluded credits through an administrative review. If upon reevaluation the student exceeds the 150 percent credit threshold, the institution shall impose the Excess Credit Fee.

3. The Excess Credit Fee calculation is based on the number of credits required for a student's program of study. The following procedures shall be used for the calculation, if applicable:

    a. Program of Study Exceeds Standard Number of Credits – If the student's program of study exceeds the standard number of credits for the type of degree or certificate awarded, the calculation must be based on the actual number of credits required for that program of study. For example, if a student is pursuing a Bachelor of Science in Nursing that requires 124 credits, the student is not subject to the Excess Credit Fee until the student has accumulated 186 (150 percent of 124) or more attempted credits.
    b. Multiple Programs of Study – If a student declared more than one program of study (e.g. double major), the calculation for the Excess Credit Fee must be based on the total unduplicated number of credits required for the programs of study.

4. 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.

5. If a student is approved for a waiver of the Excess Credit Fee upon appeal pursuant to Subsection 8, the institution must issue a refund of any excess credit fee amounts already paid for the term approved for a waiver.

6. 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.

7. 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.

8. As required by Board policy, institutions shall establish an appeals process. Any student subject to the Excess Credit Fee may file an appeal. Within this process, institutions shall utilize the following and may issue a waiver from the Excess Credit Fee:

   a. Committee Review – If a student files an appeal, the institution shall utilize a committee to review the credits included in the 150 percent credit calculation and determine any credits that may be excluded from the 150 percent credit calculation, pursuant to Board policy and this section.
   b. Academic Standing – Academic standing/progress, including GPA, may be a criterion considered in approving a waiver from the Excess Credit Fee.
   c. Credits Excluded by Appeal – Any credits excluded in the committee review shall be excluded for all future terms unless the student changes his or her program of study, does not follow the academic plan reviewed as part of the student's appeal, or is no longer in good academic standing. In these circumstances, the institution may reevaluate the calculation and any excluded credits. If upon reevaluation the student exceeds the 150 percent credit threshold, the institution shall impose the Excess Credit Fee, and the student may submit a new appeal.
   d. Form for Appeal – Institutions shall utilize the common form developed by the Chancellor's Office for students to initiate the appeals process. That form shall include an academic plan.

(Added 9/13; A. 915, 12/15, 3/18)

Section 3. Tuition and Fees, University of Nevada, Reno School of Medicine

A. All full-time University of Nevada, Reno School of Medicine (UNR Med) students who are classified as Nevada residents upon matriculation shall be assessed annual tuition and registration fees as follows:

Medical School	2017-18	2018-19	2019-20	2020-21
Resident	$27,159.00	$28,245.00	$28,810.00	$29,386.00

B. Except for those students receiving WICHE support, all non-resident medical students upon matriculation shall be assessed combined annual non-resident tuition and registration fees as follows:

Medical School	2017-18	2018-19	2019-20	2020-21
Non-resident	$55,464.00	$55,464.00	$56,573.00	$57,704.00

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 UNR Med 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, 6/14, 12/14, 6/16, 3/18, 6/18)

Section 4. Tuition and Fees, University of Nevada, Las Vegas School of Medicine

A. All full-time University of Nevada, Las Vegas School of Medicine students who are classified as Nevada residents upon matriculation shall be assessed annual tuition and registration fees as follows:

Medical School	2017-18	2018-19	2019-20	2020-21
Resident	$27,000.00	$27,000.00	$27,000.00	$27,000.000

B. Except for those students receiving WICHE support, all non-resident medical students upon matriculation shall be assessed combined annual non-resident tuition and registration fees as follows:

Medical School	2017-18	2018-19	2019-20	2020-21
Non-resident	$56,000.00	$56,000.00	$56,000.00	$56,000.00

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 University of Nevada, Las Vegas School of Medicine non-resident tuition and the WICHE approved Professional Student Exchange Program fees for Medicine.
(Added 6/16; A. 6/18, 9/18)

Section 5. Tuition and Fees, William S. Boyd School of Law

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	2018-19	2019-20	2020-21
Resident Registration Fees	$25,900.00	$25,900.00	$25,900.00
Non-Resident Tuition and Registration Fees	$37,800.00	$37,800.00	$37,800.00

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	2018-19	2019-20	2020-21
Resident Registration Fees	$926.00/ per credit	$926.00/ per credit	$926.00/ per credit
Non-Resident Tuition and Registration Fees	$1,350.00/ per credit	$1,350.00/ per credit	$1,350.00/ 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 nonrefundable 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 nonrefundable 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 nonrefundable 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:

Law School, Full-Time	Summer 2019	Summer 2020	Summer 2021
Resident Registration Fees	$25,900.00	$25,900.00	$25,900.00
Non-Resident Per Credit	$37,800.00	$37,800.00	$37,800.00

Note: The Law School uses the same fee structure for summer as the previous spring.

(Added 6/05; A. 1/06, 4/06, 3/08, 4/08, 4/10, 6/11, 12/11, 6/12, 6/14, 6/16, 6/18)

Section 6. Tuition and Fees, 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	2016-17	2017-18	2018-19	2019-20	2020-21
Resident Registration Fees	$25,786	$26,302	$26,828	$26,828	$26,828
Non-Resident Tuition and Registration Fees	$51,248	$52,273	$53,318	$53,318	$53,318
Student Surcharge	$0	$0	$0	$0	$0
Non-Resident Student Surcharge	$0	$0	$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 2018	Summer 2019	Summer 2020
Resident Registration Fees	$13,414	$13,414	$13,414
Non-Resident Tuition and Registration Fees	$26,658	$26,658	$26,658

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:

	2010-11	2011-12	2012-13
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, 6/14, 6/16, 6/18)

Section 7. 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 8. 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 9. RN-BSN Program, NSC

Non-Resident Tuition and Fee Rates

Non-resident – Fixed	$8,900

The above aggregate, fixed rate is based on completion of the full 36 student credit hour RN to BSN curriculum. Progress payments will be charged each term at a per-credit hour rate of $247.22. This rate will be in effect until changed by Board of Regent's action. Any courses not within the expressed RN to BSN curriculum will be charged at the rates provided in Section 1 of this Chapter.

The base registration fee of each credit hour charge as provided in Section 1 of this Chapter will be distributed in accordance with Section 16 of this Chapter.
(Added 3/17; A. 12/19)

Section 10. 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
Educational Policy & Leadership	EPL	600-700	$175.00/credit	Spring 2017
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
Executive Leadership	EDA	700 and above	$200.00/credit	Fall 2019
Executive MBA	EMBA	700	$236/credit	Fall 2015
Executive MHA	EMHA	700	$400/credit	Summer 2016
Graphic Design and Media	GRC	300-400	$156.75/credit	Fall 2014
Couple & Family Therapy	CFT	700 and above	$177.50/credit	Fall 2015
Nursing	NURS	300-400	$156.75/credit	Spring 2012
Nursing	NURS	500-700	$239.50/credit	Spring 2012
Occupational Therapy	OTD	700 and above	$300.00/credit	Fall 2019
Physical Therapy	DPT	500-700	$239.50/credit	Spring 2012
Public Policy	DPP	700	$300.00/credit	Fall 2018
Quantitative Finance	FINQ	700 and above	$375.00/credit	Fall 2019
Social Work	SW	700	$125.00/credit	Fall 2012
Urban Leadership	ULD	700	$150.00/credit	Fall 2012
University of Nevada, Reno				
Business	ACC, BADM, BUS, ENT, GAM, FIN, IS, MGT, MKT	600-700	$100.00/credit	Fall 2011
Community Health Sciences	CHS, KIN, PED	300-700	$50/credit	Fall 2020
Engineering	BME, ENGR, CHE, CEE, CPE, CS, EE, GE, ME, MINE, MSE, MET	300-400	$85.00/credit	Fall 2013
Engineering	BME, ENGR, CHE, CEE, CPE, CS, EE, GE, ME, MINE, MSE, MET	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

Program	Course Prefix	Course Level	Amount	Effective Date
College of Southern Nevada				
Nursing	NURS********	100-200	$60.00/credit	Fall 2018
Nevada State College				
Nursing	NURS	ALL NURS courses (Except RN-BSN)	Amount of Current Registration Fee/credit	Fall 2020
Great Basin College				
Nursing	NURS******	100-200	$120.00/credit	Fall 2019
Radiology	RAD*******	100-200	$70.00/credit	Fall 2019
Truckee Meadows Community College				
Dental Hygiene	DH	100-400	$88.25/credit	Fall 2020
Nursing	NURS****	100-200	$60.00/credit	Fall 2014
Western Nevada College				
Nursing	NURS*****	100-200	$90.00/credit	Fall 2018

**Does not include NURS 300, which is a required pre-requisite course for the nursing program. Does not include NURS 430, which is an elective course not required in any of the nursing programs.
***Does not include NURS 630, which is an elective course not required in any of the nursing programs.
****All NURS courses excluding NURS 130 (CNA) and NURS 140 (Medical Terminology).
*****All NURS courses excluding NURS 130 (Certified Nursing Assistant). The effective date of Fall 2018 is for newly admitted students. Students enrolled prior to Fall 2018 will be allowed to complete their program under the previous fee structure.
******All NURS courses excluding NURS 130 (CNA), NURS 285 & NURS 290 (Selected Topics in Nursing) and NURS 300 and higher courses (Bachelor's Degree Program Courses). Students enrolled prior to Fall 2019 will be allowed to complete their program under the previous fee structure.
*******Does not include RAD 101 which is a required pre-requisite course for the radiology program. Students enrolled prior to Fall 2019 will be allowed to complete their program under the previous fee structure.
********Does not include NURS 130/NURS 134 (Certified Nursing Assistant course), NURS 240/NURS 242 (RN Refresher), NURS 285 (Special Topics), and Practical Nursing courses (PN).
(Added 12/10; A. 4/11, 12/11, 11/12, 6/13, 12/13, 3/14, 12/14, 3/15, 12/15, 3/16, 12/16, 12/17, 6/18, 11/18, 12/19, 3/20)

Section 11. Student Fees

A. STANDARD STUDENT FEES

The following student fees have been reviewed and approved by the Board of Regents (institutions may charge up to the amount approved).

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
Advance Deposit – Occupational Therapy Doctoral Student	500.00	N/A	N/A	N/A	N/A	N/A	N/A
Advance Deposit – Physical Therapy Doctoral Student	500.00	N/A	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	20.00	10.00	20.00	15.00
Application Fee-School of Dental Medicine at UNLV	75.00	N/A	N/A	N/A	N/A	N/A	N/A
Application Fee-Limited Entry Health Sciences Programs	N/A	N/A	N/A	20.00	N/A	N/A	N/A
Application Fee-School of Medicine at UNLV	75.00	N/A	N/A	N/A	N/A	N/A	N/A
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
Athletics and Recreation Fee (per credit)	N/A	N/A	N/A	2.00	N/A	N/A	N/A
BS-MD & Post Baccalaureate Programs Application Fee	N/A	35.00	N/A	N/A	N/A	N/A	N/A
Counseling Services, UNR Effective Fall 2020 Effective Fall 2021 (Mandatory for UNR undergraduate and graduate students with 6 or more credits and for School of Medicine students in Reno. Voluntary for UNR undergraduate and graduate student with less than 6 Credits)	N/A	 60.00 70.00	N/A	N/A	N/A	N/A	N/A

Description	UNLV	UNR	NSC	CSN	GBC	TMCC	WNC
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 Masters of Healthcare Administration Program Fee	150.00/cr.	N/A	N/A	N/A	N/A	N/A	N/A
Executive Masters of Hospitality Administration Program Fee	510.00/cr.	N/A	N/A	N/A	N/A	N/A	N/A
Executive MBA Program Fee	5,300.00/ semester	N/A	N/A	N/A	N/A	N/A	N/A
Fitness Center Fee (undergraduate, graduate and School of Medicine)	N/A	45.00	N/A	N/A	N/A	N/A	N/A
GPSA Graduate Special Fee	25.00	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
Graduate Professional and Career 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	95.00	20.00	N/A	20.00	N/A	25.00
Identification Card	N/A	11.00	5.00	2.00	N/A	2.00	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
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
MD Admissions Secondary Application Fee	N/A	75.00	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

Description	UNLV	UNR	NSC	CSN	GBC	TMCC	WNC
New Student Fee	N/A	150.00	N/A	20.00	N/A	N/A	N/A
Orientation	120.00	N/A	20.00	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	750.00						
2nd deposit due by 6/1	1000.00						
Student accepted after 6/1	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 Dental Medicine Student and Resident Activity Fee	50.00	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	N/A	N/A	1000.00 to 1500.00	N/A
School of Health Sciences – CSN Dental Hygiene Instruments Year 1 (optional to purchase through CSN)	N/A	N/A	N/A	4,900.00	N/A	N/A	N/A
Dental Hygiene Instruments Year 2 (optional to purchase through CSN)	N/A	N/A	N/A	2,500.00	N/A	N/A	N/A
Cardio Respiratory Sciences (TEAS)	N/A	N/A	N/A	35.00	N/A	N/A	N/A

Description	UNLV	UNR	NSC	CSN	GBC	TMCC	WNC
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
Dental Hygiene (TEAS)	N/A	N/A	N/A	35.00	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
Nursing Central Access	N/A	N/A	175.00	N/A	N/A	N/A	N/A
Nursing Pre-entrance Exam	N/A	N/A	N/A	10.00	N/A	N/A	N/A
Practical Nursing Pre-Entrance Exam	N/A	N/A	N/A	10.00	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	25.00-350.00	25.00-150.00	25.00-255.00	25.00-150.00
Student Association Fee							
Undergraduate/per credit	1.97	6.10	N/A	N/A	N/A	1.00/cr.	N/A
Graduate/per credit		N/A	N/A	N/A	N/A	N/A	N/A
Effective Fall 2017	5.50	N/A	N/A	N/A	N/A	N/A	N/A
Effective Fall 2018	6.00	N/A	N/A	N/A	N/A	N/A	N/A
Effective Fall 2019	6.50	N/A	N/A	N/A	N/A	N/A	N/A
Effective Fall 2020	7.00	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		N/A	N/A	N/A	N/A	N/A	N/A
Undergraduate Fee/per credit							
Effective Fall 2017	1.50						
Effective Fall 2018	2.00						
Effective Fall 2019	2.50						
Effective Fall 2020	3.00						
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

Description	UNLV	UNR	NSC	CSN	GBC	TMCC	WNC
Summer Advising	1.00/cr.	N/A	N/A	N/A	N/A	N/A	N/A
Technology Fee – Regular	8.00/cr.	6.00/cr.	6.00/cr.	7.00/cr.	6.00/cr.	5.00/cr.	7.00/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
Toxicology Screen	N/A	N/A	N/A	N/A	N/A	N/A	N/A
University of Nevada, Las Vegas School of Medicine Lab Support Fee	2,000.00	N/A	N/A	N/A	N/A	N/A	N/A
University of Nevada, Las Vegas School of Medicine Student Research Project Fee, Years 2 & 3	1,000.00	N/A	N/A	N/A	N/A	N/A	N/A
University of Nevada, Las Vegas School of Medicine NBME Exam Fee, Years 1, 2 & 3	640.00	N/A	N/A	N/A	N/A	N/A	N/A
University of Nevada, Las Vegas School of Medicine USMLE Board Exam Preparation Fee	468.00	N/A	N/A	N/A	N/A	N/A	N/A
University of Nevada, Las Vegas School of Medicine Simulation Lab, Years 1, 2 & 3	1,500.00	N/A	N/A	N/A	N/A	N/A	N/A
University of Nevada, Las Vegas School of Medicine Medical School Student Administrative Fee	950.00	N/A	N/A	N/A	N/A	N/A	N/A
University of Nevada, Las Vegas School of Medicine Visiting Medical Student Application Fee	150.00	N/A	N/A	N/A	N/A	N/A	N/A
University of Nevada, Reno School of Medicine Student Administrative Fee	N/A	548.00	N/A	N/A	N/A	N/A	N/A
University of Nevada, Reno School of Medicine National BME Subject Prep and Exam Fee Year 1, 2, 3 & 4	N/A	560.00	N/A	N/A	N/A	N/A	N/A

Description	UNLV	UNR	NSC	CSN	GBC	TMCC	WNC
University of Nevada, Reno School of Medicine Visiting Student Elective Fee	N/A	150.00	N/A	N/A	N/A	N/A	N/A
University of Nevada, Reno School of Medicine Simulation Lab Fee, per year	N/A	700.00	N/A	N/A	N/A	N/A	N/A
University of Nevada, Reno School of Medicine Anatomy Lab Fee, Year 1	N/A	250.00	N/A	N/A	N/A	N/A	N/A
University of Nevada, Reno School of Medicine Multidisciplinary Lab Fee, Year 2	N/A	150.00	N/A	N/A	N/A	N/A	N/A
University of Nevada, Reno School of Medicine Wellness Fee, per year	N/A	25.00	N/A	N/A	N/A	N/A	N/A
University of Nevada, Reno School of Medicine Graduation Fee	N/A	200.00	N/A	N/A	N/A	N/A	N/A
William S. Boyd School of Law Deposit (non-refundable)	500.00	N/A	N/A	N/A	N/A	N/A	N/A
1st deposit due no sooner than April 1 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 credit	9.00	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	$120.00 per student per semester
TMCC	$120.00 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 students 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, 2017	$198.00
Effective Fall Semester, 2018	$223.00
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. STUDENT UNION, FEE, CSN

Effective Fall 2017, the following fee shall support the planning and construction of student union(s) at the College of Southern Nevada. The fee shall apply to all students, per semester.

(Fall and Spring) – $8.00/credit
(Summer) – $3.00/credit

Effective Fall 2019, the following fee shall support the operations, maintenance and ongoing support of the student union(s) at the College of Southern Nevada. The fee shall apply to all students, per semester.

$1.00/credit

G. HEALTH AND SPORTS FEES, TMCC

Effective Fall 2018, the following fee shall support the planning and construction of health and sports facilities at Truckee Meadows Community College. The fee shall apply to all students, per semester.

$4.50/credit

Effective Fall 2018, the following fee shall support the operation of competitive athletic teams at Truckee Meadows Community College. The fee shall apply to all students, per semester.

$.50/credit

H. 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

I. HEALTH SERVICE/INSURANCE FEES

UNR

	Graduate	Undergraduate	International
Health Service Fee: Per semester (MANDATORY for students with six or more credits, VOLUNTARY for students with fewer than six credits & summer school students)	$93.00	$93.00	$93.00
Student Health and Accident Insurance: MANDATORY[1] (All International Students and Graduate & Professional Students taking six credits or more per semester.)			
Annual	$3,404.44		$2,026.67
Fall	$1,427.07		$849.53
Spring			$766.25
Spring/Summer	$1,977.38		$1,177.13
Summer	$699.54		$416.44
Monthly	$283.70		$168.89

SCHOOL OF MEDICINE

Annual fee for life and disability insurance	$77.44
Student Health Insurance (MANDATORY[1])	
Fall	$1,790.83
Spring/Summer	$1,622.94
Summer	$494.34

UNLV

	Graduate	Undergraduate	International
Health Service Fee – Fall & Spring (MANDATORY)	$82.50*	$82.50*	$82.50*
Summer School	$42.00*	$42.00*	$42.00*
Mental Health Fee – Fall & Spring (MANDATORY)	$25.00	$25.00	$25.00
Summer School	$12.50	$12.50	$12.50
Student Health and Accident Insurance, (MANDATORY[1] for International Students; Law Students taking a minimum of twelve credits per semester; Graduate & Professional Students taking a minimum of nine credits per semester; six credits if a graduate assistant; and undergraduate Nursing students) OPTIONAL for Graduate Students not on Assistantships.			
Annual	$2,646.78		$2,646.78
Fall	$1,080.02		$1,080.02
Spring/Summer	$1,566.77		$1,566.77
Fall-Nursing	$928.19		
Spring/Summer-Nursing	$1,718.60		
Annual-Nursing	$2,646.78		

DENTAL SCHOOL

Health Insurance (MANDATORY[1])	
Annual	$2,496.97
SOD DMD Spring/Summer	$1,614.22
SOD Ortho/Ped/Grad Spring/Summer	$1,238.22

UNIVERSITY OF NEVADA, LAS VEGAS SCHOOL OF MEDICINE

Health Insurance (MANDATORY[1])	
Annual	$2,496.97
Spring/Summer	$1,238.22

NSC

Student Health and Accident Insurance, for International Students ONLY, MANDATORY[1.]	
Annual	$2,646.78
Fall	$1,080.02
Spring/Summer	$1,566.77

[1] Mandatory Coverage definition: when coverage is indicated as mandatory, the student must purchase the coverage or provide proof of equivalent coverage.

NOTES:

- *UNLV Health Fee would increase to $82.50 Fall/Spring and $42.50 Summer for FY20 and to $93.00 Fall/Spring and $47.00 Summer for FY21.
- NSC International students are enrolled in UNLV's policy at no impact to costs.
- CSN (domestic), 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.
- CSN International Students purchase mandatory health coverage through a third-party entity designated by CSN. Proof of equivalent coverage will be accepted on a limited basis. No fees are paid to CSN.
- Amounts represent total charges and include insurance premium, ACA taxes and fees, broker commission and fees, and institution fees.
- Some NSHE Allied Health and Nursing programs require students provide evidence of coverage. The coverages indicated above may be used to satisfy this programmatic requirement.

J. 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, 3/14, 6/14, 12/14, 6/15, 12/15, 6/16, 12/16, 3/17, 6/17, 9/17, 12/17, 3/18, 6/18, 9/18, 11/18, 06/19, 12/19)

Section 12. 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

ART 135, Photography I	$100.00/course
ART 211, Introduction to Ceramics I	$100.00/course
ART 216, Introduction to Sculpture	$100.00/course
ART 317, Intermediate Sculpture	$100.00/course
ART 333, Photography for the Graphic Designer	$100.00/course
ART 337, Intermediate Black & White Photography	$100.00/course
ART 342, Digital Photography	$125.00/course
ART 347, Commercial Photography	$100.00/course
ART 416, Advanced Sculpture	$100.00/course
ART 437, Advanced Black & White Photography	$100.00/course
ART 447, Advanced Studio Practice: Photography	$100.00/course
B.S. Hotel Administration, International Option	$544.00/course
CED 741, Practicum	$225.00/course
CED 751, Internship in Counseling	$125.00/course
Counseling Internship	$250.00/course
Credit-By-Examination	$60.00/course
CIS 602, Secondary School Practicum	$100.00/course
CMI 355, Ultrasound Practicum	$100.00/course
CMI 490, Comprehensive Medical Imaging Clinical Education	$100.00/course
CPE 100L, Computer Logic Design 1 Lab	$100.00/course
CPE 200L, Computer Logic Design 2 Lab	$100.00/course
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
Developmental Course Fee	$75.00/course
DEN 7244, General Clinic	$380.00/course
DEN 7340, General Clinic	$425.00/course
DPT 744, Gross Human Anatomy I	$450.00/course
DPT 745, Gross Human Anatomy II	$450.00/course
DPT 750, Prosthetics and Orthotics	$25.00/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
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

University of Nevada, Las Vegas (continued)

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
EE 450L, Solid State Characterization Lab	$70.00/course
EGG 202, Second Year Hands-on Design Experiences	$150.00/course
ESP 691, Student Teaching in Special Education (was listed as EDSP 691)	$400.00/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
Interactive Video Courses/Distance Education Fee (Discretionary Fee)	Up to $34.00/credit
LAW 790, Comparative Gaming Law: Asia Study Tour	$2,300.00/course
MUS-Sec 4 CDT, Graduate Applied Music MUS-Sec 1001-4 CDT, Graduate Applied Music	$500.00/semester
MUS-Sec 2 CDT, Graduate Applied Music MUS-Sec 1002-2 CDT, Graduate Applied Music	$500.00/semester
MUS-Sec 4-2 CDT, Graduate Applied Music MUS-Sec 1003-2 CDT, Graduate Applied Music	$500.00/semester
MUS 321, Studio Recording III	$150.00/course
MUS 335, On Location Audio Recording	$150.00/course
MUS 350, The Theory & Application of Microphones	$150.00/course
MUS 433, Advanced HD & Surround Sound	$150.00/course
MUS 434, Mastering Audio	$150.00/course

MUS 435, Large Venue Sound Reproduction	$150.00/course
University of Nevada, Las Vegas (continued)	
MUS 439, Advanced Studio Production	$150.00/course
MUS 460, Music Technology Senior Program	$150.00/course
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
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 101, Backpacking and Camping	$100.00/course

University of Nevada, Las Vegas (continued)

PEX 103, Canoeing	$100.00/course
PEX 105, Scuba Diving	$100.00/course
PEX 106, Swim Instructor Training (WSI)	$110.00/course
PEX 106B, Lifeguard Training	$100.00/course
PEX 117, Golf	$65.00/course
PEX 134, Rock Climbing	$65.00/course
PEX 139, Wilderness Skills (replaces PEX 126)	$105.00/course
PEX 153, Bowling	$65.00/course
PEX 165, Outdoor Boot camp	$65.00/course
PEX 175A, CrossFit-Beginner	$65.00/course
PEX 175B, CrossFit-Intermediate	$65.00/course
PEX 177, Canoeing the Black Canyon	$250.00/course
PEX 181, Winter Camping and Travel	$170.00/course
PEX 182, Obstacle Course Training (Beginner)	$65.00/course
PEX 182A, Obstacle Course Training Intermediate	$65.00/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 Management	$2,095.00/course
PGM 201, Golf Facility Management Level 1	$2,200.00/course
PGM 301, Golf Facility Management Level 2	$2,420.00/course
PGM 401, Golf Facility Management Level 3	$2,390.00/course (Fall 2020 only)
PGM 402, Teaching & Coaching Level 3	$2,390.00/course (Spring 2021)
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

ABNR 109, NevadaFIT	$250.00/course
ACE 109, NevadaFIT	$250.00/course
ANTH 710, Gross Anatomy	$250.00/course
ART 124, Intro to Printmaking	$80.00/course
ART 141, Introduction to Digital Photography	$125.00/course
ART 201, Life Drawing I	$100.00/course
ART 211, Ceramics I	$70.00/course
ART 212, Ceramics II	$70.00/course
ART 216, Sculpture I	$70.00/course
ART 217, Sculpture II	$70.00/course

ART 221, Beginning Printmaking: Intaglio	$80.00/course

University of Nevada, Reno (continued)

ART 223, Beginning Printmaking: Screen Printing	$80.00/course
ART 224, Beginning Printmaking: Relief	$80.00/course
ART 235, Photography II-Lighting	$125.00/course
ART 237, Photography II Color	$125.00/course
ART 312, Intermediate Ceramics	$70.00/course
ART 317, Intermediate Sculpture	$70.00/course
ART 338, Advanced Photography I	$125.00/course
ART 411, Advanced Ceramics I	$70.00/course
ART 413/613, Problems in Ceramics	$70.00/course
ART 416, Advanced Sculpture	$70.00/course
ART 417/617, Problems in Sculpture	$70.00/course
ART 438, Advanced Photography II	$125.00/course
ART 440/640, Problems in Photography	$125.00/course
BCH 303, Biochemical Analysis	$105.00/course
BCH 406/606, Molecular Biology Laboratory	$215.00/course
BIOL 251, General Microbiology	$165.00/course
BIOL 322, Experimental Field Ecology	$100.00/course
BIOL 395, Laboratory in Genetics & Cell Biology	$80.00/course
BIOL 406/606, Molecular Biology Laboratory	$215.00/course
BIOL 446/646, Desert and Montane Ecosystems	$85.00/course
BIOT 607, Biotechnology Laboratory	$350.00/course
BUS 109, NevadaFIT	$250.00/course
CEP 770, Internship in Counseling	$250.00/course
CHS 109, NevadaFIT	$250.00/course
COLA 109, Nevada FIT	$250.00.course
CTL 699A, Supervised Internship, Elementary Education	$250.00/course
CTL 699B, Supervised Internship, Secondary Education	$250.00/course
Distance Education, Online & Independent Learning, and Weekend & Late Start Fee	$34.00/credit
ECE 493, Supervised Internship, Early Childhood Education	$250.00/course
EDEL 483, Elementary Supervised Teaching Internship	$250.00/course
EDES 487, Supervised Internship in Elementary and Special Education	$250.00/course
EDSC 483, Secondary Supervised Teaching Internship	$250.00/course
EDSP 493, Supervised Internship in Special Education	$250.00/course
EDU 109, NevadaFIT	$250.00/course
EDUC 585A, Supervised Internship, Integrated Element/Special Education	$250.00/course
EDUC 585B, Supervised Internship, Special Education	$250.00/course
EDUC 585C, Supervised Internship, Early Childhood Education	$250.00/course
ENGR 109, NevadaFIT	$250.00/course
GEOG 314, Field Methods	$130.00/course
GEOG 470/670, Geographic Explorations	$50.00/credit (1-3 credits)
IAFF 300, Model United Nations	$275.00/course
Interactive Video Courses (Discretionary Fee)	Up to $15.00/credit
JOUR 109, NevadaFIT	$250.00/course
MICR 276L, Introduction to Microbiology Laboratory	$65.00/course
MICR 300, Medical Microbiology and Immunology	$100.00/course

MICR 301, Microbial Physiology	$100.00/course

University of Nevada, Reno (continued)

MUSA–All private instrument and voice instruction courses	$250.00/credit to maximum of $500.00 per semester
MUSE 117, Precision Drill Workshop	$250.00/course
NRES 345, Range and Forest Plants	$65.00/course
NURS 318, Nursing Care of the Individual 1: Practice	$200.00/course
NURS 750, Advanced Health Assessment	$75.00/course
NVTC 492, Apprentice Teaching B	$250.00/course
PSY 109, NevadaFIT	$250.00/course
REM 460/660, Rangeland Resource Management	$475.00/course
REM 498/698, Rangeland Restoration Ecology	$65.00/course
SCI 109, NevadaFIT	$250.00/course
THTR 121, Stage Make-up	$100.00/course
VM 328 Veterinary Physiology and Applied Anatomy	$70.00/course

3. Nevada State College

Credit by Examination	$60.00/course
Distance Education (Except TESL Students)	$25.00/credit
NURS 301	$160.00/course
NURS 308	$120.00/course
NURS 328	$120.00/course
NURS 428	$120.00/course
NURS 484	$100.00/course
SPA 441, Speech Pathology Practicum	$250.00/course
Special Education Internship	$250.00/course
Speech Pathology, Clinical	$300.00/course
Supervised Student Teaching (Education)	$250.00/course

4. College of Southern Nevada

ABDY 101B, Collision Repair Fundamentals and Estimating	$90.00/course
ABDY 110B, Paint and Refinish I	$90.00/course
ABDY 120B, Non-Structural Welding	$90.00/course
ABDY 122B, Non-Structural Body and Panel and Trim	$90.00/course
ABDY 150B, Structural I	$90.00/course
ABDY 152B, Structural II	$90.00/course
ABDY 180B, Non-Structural Advanced Body Panel	$90.00/course
ABDY 220B, Paint and Refinish II	$90.00/course
AUTO 105B, Automotive Maintenance I	$65.00/course
AUTO 115B, Automotive Electricity and Electronics I	$65.00/course
AUTO 117B, Advanced Automotive Electronics	$65.00/course
AUTO 136B, Engine Repair	$65.00/course
AUTO 145B, Automotive Brakes	$65.00/course
AUTO 155B, Steering and Suspension	$65.00/course
AUTO 165B, Automotive Heating and Air Conditioning	$65.00/course
AUTO 185B, Introduction to Alternative Fueled Vehicles	$65.00/course
AUTO 205B, Manual Drivetrain and Axles	$65.00/course
AUTO 216B, Automatic Transmissions	$65.00/course

AUTO 225B, Engine Performance I/Fuel and Ignition	$65.00/course
AUTO 227B, Engine Performance II/Emission Control	$65.00/course
AUTO 235B, Engine Performance III, Diagnostics	$65.00/course

College of Southern Nevada (continued)

AUTO 240B, Nevada 1G Emission Inspection Preparation	$65.00/course
AUTO 245B, Power Train Removal and Replacement	$65.00/course
AUTO 285B, Hybrid Vehicle Service Techniques	$65.00/course
AC 103B, Introduction to HVAC Mechanical Theory and Application	$75.00/course
AC 106B, Residential Gas Heating	$75.00/course
AC 110B, Intermediate HVAC Electrical Theory and Application	$75.00/course
AC 111B, Heat Pumps	$75.00/course
AC 115B, Troubleshooting	$75.00/course
AC 116B, Copper Fundamentals	$75.00/course
AC 120B, Air Conditioning Duct Work Fabrication	$75.00/course
AC 200B, Commercial Refrigeration I	$75.00/course
AC 201B, HVAC Automatic Controls	$75.00/course
AC 202B, Commercial Refrigeration II	$75.00/course
AC 210B, Boiler Operation and Maintenance	$75.00/course
AC 212, Equipment Cooling	$75.00/course
AC 220B, Chiller Operations and Maintenance	$75.00/course
CUL 110, Basic Cookery	$95.00/course
CUL 125, Principles of Baking	$95.00/course
CUL 130, Garde Manger	150.00/course
CUL 135, Breads of the World	150.00/course
CUL 175, Cake Design	150.00/course
CUL 200, Aromatics/Restaurant Experience	150.00/course
CUL 215, Plated Desserts	150.00/course
CUL 220, International Cuisine	150.00/course
CUL 225, Advanced Baking	150.00/course
CUL 230, Pastry Arts	150.00/course
CUL 235, Advanced Garde Manger	150.00/course
CUL 240, French Cuisine	150.00/course
CUL 250, Saucier	150.00/course
CUL 255B, Retail Bakery Management	150.00/course
CUL 260, Introduction to Chocolate	150.00/course
CUL 265, Introduction to Sugar Arts	150.00/course
CUL 280B, Principles of Quantity Baking	150.00/course
DT 104, Diesel Equipment Service	$65.00/course
DT 115, Diesel/Heavy Equipment Electrical Systems	$65.00/course
DT 117, Advanced Diesel/Heavy Equipment Electronics	$65.00/course
DT 136, Diesel Engine Repair I	$65.00/course
DT 138, Diesel Engine Repair II	$65.00/course
DT 145, Diesel Brake Systems	$65.00/course
DT 150B, Diesel Hydraulics	$65.00/course
DT 155, Steering, Suspension and Hydraulic Directional Controls	$65.00/course
DT 165, Diesel/Heavy Equipment Heating, Air Conditioning	$65.00/course
DT 205, Diesel/Heavy Equipment Drive Train and Axles	$65.00/course
FLOR 102B, Introduction to Floral Design	$75.00/course

FLOR 106B, Permanent Botanicals	$75.00/course
FLOR 108B, Event Balloon Sculptures	$75.00/course
FLOR 202B, Tributes and Traditions	$75.00/course
FLOR 204B, Traditional Weddings	$75.00/course

College of Southern Nevada (continued)

FLOR 206B, Beginning Ikebana	$75.00/course
FLOR 208B, Creativity and Competition	$75.00/course
FLOR 216B, Advanced Ikebana	$75.00/course
FLOR 220B, Events and Display	$210.00/course
FLOR 240B, Advanced Weddings	$75.00/course
Private Music and Voice Instruction (formerly MUSA prefix)	$255.00/course
WELD 100B, Introduction to Welding	$85.00/course
WELD 132B, Oxy/Fuel, Plasma and Carbon Arc-Air Cutting Operations	$85.00/course
WELD 133B, SMAW (Stick)	$85.00/course
WELD 134B, GTAW (Tig)	$85.00/course
WELD 135B, GMAW (Mig)	$85.00/course
WELD 137B, FCAW (Flux Core)	$85.00/course
WELD 214B, Fabrication Layout	$85.00/course
WELD 218B, Pipe Welding Procedures	$85.00/course
WELD 219B, Ornamental Iron	$85.00/course
WELD 223B, Special Topics in Welding Technology	$85.00/course
WELD 240B, Advanced GTAW	$85.00/course
WELD 270B, Welding Certification Preparation	$85.00/course

5. Great Basin College

ANTH 448A, Field School in Archeology	$75.00/course
Archeological Site Monitor	$410.00/student
ART 106, Jewelry I	$100.00/course
ART 111, Beginning Ceramics	$75.00/course
ART 206, Jewelry II	$100.00/course
ART 211, Ceramics I	$75.00/course
ART 212, Ceramics II	$75.00/course
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
BIOL 190, Introduction to Cell & Molecular Biology	$150.00/course
BIOL 191, Introduction to Organismal Biology	$150.00/course
BIOL 223, Human Anatomy & Physiology I	$150.00/course
BIOL 224, Human Anatomy & Physiology II	$150.00/course
BIOL 251, General Microbiology	$150.00/course
BIOL 299, Special Topics in Biology	$150.00/course
BIOL 300, Principles of Genetics	$150.00/course
BIOL 320, Invertebrate Zoology	$150.00/course
BIOL 331, Plant Taxonomy	$140.00/course
BIOL 400, Field School in Biology	$150.00/course
BIOL 434, Mammalogy	$150.00/course
CHEM 121, General Chemistry I	$150.00/course
CHEM 122, General Chemistry II	$150.00/course
CHEM 241, Organic Chemistry I	$135.00/course
CHEM 242, Organic Chemistry II	$135.00/course

CHEM 392, Special Topics in Chemistry	$150.00/course
CMI 350, Ultrasound Physics and Instrumentation	$200.00/course
CMI 351, Abdominal Ultrasound	$150.00/course
CMI 352, Obstetric Ultrasound	$150.00/course
CMI 353, Gynecologic Ultrasound	$150.00/course
Great Basin College (continued)	
CMI 486, Diagnostic Medical Imaging Clinical Experience I	$550.00/course
CMI 487, Diagnostic Medical Imaging Clinical Experience II	$400.00/course
CMI 488, Diagnostic Medical Imaging Clinical Experience III	$700.00/course
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 233, Introduction to Instrumentation	$70.00/course
EIT 240, Advanced Topics in Instrumentation	$70.00/course
EIT 315, Pressure, Level and Configuration	$70.00/course
EIT 323, Installation and Configuration	$70.00/course
EIT 333, Process (Piping) and Instrument Diagrams (P&IDs)	$70.00/course
EIT 336, Control Valves and Regulators	$70.00/course
EIT 348, Temperature Measurement and Control	$70.00/course
EIT 368, Measurement Systems Analysis	$70.00/course
EIT 437, Computer Analog Control	$100.00/course
EIT 468, Advanced Control Systems	$70.00/course
ELM 112, Electrical Theory, DC	$122.00/course
ELM 120, Low Voltage Systems	$122.00/course
ELM 121, Circuit Design	$122.00/course
ELM 122, AC Theory	$122.00/course
ELM 123, Solid State	$122.00/course
ELM 124, DC Generators, Motors and Controls	$122.00/course
ELM 125, AC Motors and Alternators	$122.00/course
ELM 126, Motor Maintenance	$122.00/course
ELM 127, Introduction to AC Controls	$122.00/course
ELM 128, Transformers and Industrial Lighting	$122.00/course
ELM 131, National Electric Code	$122.00/course
ELM 132, Digital Concepts	$122.00/course
ELM 133, Advanced AC Controls	$122.00/course
ELM 134, Introduction to Programmable Logic Controllers	$122.00/course
ELM 135, National Electric Code 430	$122.00/course
ELM 136, Programmable Controllers Applications	$122.00/course
ELM 141, Blueprint Reading	$117.00/course
ELM 142, Raceways	$122.00/course
ELM 143, Wiring Techniques	$122.00/course
EMS 108B, Emergency Medical Technician Training	$150.00/course
EMS 118, Advanced EMT	$200.00/course

EMS 119, Advanced EMT Refresher	$110.00/course
EMS 204, Principles of Anatomy & Pathophysiology	$200.00/course
EMS 206, Principles of Pharmacology/Medication and Venous Access for the Paramedic	$200.00/course
EMS 207, Airway Management and Ventilation for Paramedics	$100.00/course
EMS 209, Patient Assessment for Paramedics	$100.00/course
EMS 210, Principles of Cardiology for Paramedics	$150.00/course
Great Basin College (continued)	
EMS 211, Paramedic Care for Medical Emergencies and ACLS	$200.00/course
EMS 212, Paramedic Trauma Emergencies and International Trauma Life Support (ITLS)	$200.00/course
EMS 214, Pediatrics and Special Considerations for the Paramedic and Pediatric Advanced Life Support (PALS)	$150.00/course
EMS 215, Assessment Based Management and Operations for the Paramedic	$150.00/course
EMS 216, Hospital Clinical Experience for the Paramedic	$200.00/course
EMS 219, Paramedic Field Internship	$200.00/course
GEOL 101, Exploring Planet Earth	$125.00/course
GEOL 102, Earth/Life Through Time	$75.00/course
GEOL 299, Special Topics in Geology	$150.00/course
Interactive Video Course	$5.00/credit
IT 303, Industrial Pump Technology	$65.00/course
IT 105, Mechanical Power Transmission	$65.00/course
IT 106, Millwright and Process Terminology	$65.00/course
IT 201, Blueprint Reading & Measurement Fundamentals	$65.00/course
IT 207, Boiler, Conveyor and Pneumatic Systems	$65.00/course
IT 208, Fluid Power	$65.00/course
IT 209, Principles of Rigging	$65.00/course
IT 210, Failure Analysis & Predictive/Preventative Maintenance	$65.00/course
IT 214, Basic Electrical Theory for Industrial Mechanics	$65.00/course
IT 216, Basic Metallurgy	$65.00/course
IT 220, Alignment Principles	$65.00/course
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 (effective until Fall 2016)	$200.00/course
NURS 158, Nursing Care of Adults in Health and Illness (effective until Fall 2016)	$150.00/course
NURS 159, Nursing Care of Individuals with Mental Health Problems (effective until Fall 2016)	$75.00/course
NURS 252, Nursing Care of the Childbearing Family (effective until Fall 2016)	$100.00/course
NURS 253, Nursing Care of Children and Adolescents (effective until Fall 2016)	$75.00/course
NURS 257, Nursing Care of Adults with Acute and Chronic Illness (effective until Fall 2016)	$150.00/course

NURS 258, Patients with Complex Health Problems (effective until Fall 2016)	$125.00/course
NURS 312, Health Assessment and Promotion	$150.00/course
NURS 326, Transition to Professional Nursing	$250.00/course
NURS 337, Pathophysiology	$150.00/course
NURS 417, Information Systems & Quality Management	$65.00/course
NURS 420, Evidence-Based Practice & Research in Nursing	$75.00/course
NURS 437, Diversity and Healthcare Policy in Rural Environments	$150.00/course

Great Basin College (continued)

NURS 443, Nursing Leadership and Management Theory	$200.00/course
NURS 449, Nursing Leadership & Management Practicum	$65.00/course
NURS 456, Senior Synthesis Seminar	$250.00/course
Private Instrument and Voice Instruction	$180.00/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
BIO 251L, General Microbiology Lab	$74.00/course
CUL 106, Understanding Culinary Techniques I	$100.00/course
CUL 108, Understanding Culinary Techniques II	$100.00/course
CUL 130, Garde Manger	$75.00/course
EIT 437, Computer and Analog Control	$50.00/course
EIT 468, Advanced Control Systems	$50.00/course

ELM 240, Advanced Manufacturing and Robotic Systems	$50.00/course
ELM 333, Process Control Instrumentation II	$50.00/course
ELM 340, Robotic Programming Offline	$50.00/course
ELM 440, Collaborative Robot Design and Operation	$50.00/course
EMS 115, Advanced Emergency Medical Technician	$100.00/semester
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	$150.00/semester
EMS 212, Paramedic Trauma Emergencies and ITLS	$150.00/semester
EMS 214, Pediatrics and Special Considerations for the Paramedic	$100.00/semester
EMS 215, Assessment Based Management Operations for the Paramedic	$100.00/semester
EMS 217, Field Internship for the Paramedic	$300.00/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
ME 330, Introduction to System Dynamics	$50.00/course
MPT 311, Laser Scanning Methods/Techniques	$50.00/course
MPT 312, Industry 4.0/Cyber Physical Manufacturing	$50.00/course
MPT 325, Digital Inspection/Quality Control	$50.00/course
MPT 340, Computer Simulations and Analysis	$50.00/course
MPT 343, Design and Manufacturing Process II	$50.00/course
MPT 351, 3D Vision Technology	$50.00/course
MPT 363, Manufacturing Execution Systems	$50.00/course
MPT 412, Advanced Digital Inspection	$50.00/course
MPT 415, Simulation of Manufacturing Systems	$50.00/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
WELD 211, Welding I	$80.00/course
WELD 212, Welding I Practice	$80.00/course
WELD 215, Introduction to Welding Fabrication Techniques	$300.00/.course
WELD 221, Welding II	$80.00/course
WELD 222, Welding II Practice	$80.00/course
WELD 225, Independent Study	$100.00/course
WELD 231, Welding III	$80.00/course
WELD 232, Welding III Practice	$80.00/course
WELD 241, Welding IV	$80.00/course

Truckee Meadows Community College (continued)

WELD 242, Welding IV Practice	$80.00/course
WELD 250, Welding Certification Preparation	$100.00/course
WELD 280, Introduction to Robotic Welding	$100.00/course

7. Western Nevada College

ACC 290B, Course Registration	$401.00/course
AIT 101, Fundamentals of Applied Industrial Technology	$180.00/course
AIT 102, Measurement Tools and Methods	$180.00/course
AIT 103, Introduction to Machine Tool Technologies	$180.00/course
AIT 121, Electrical Control Systems	$180.00/course
AIT 200, Applied Industrial Technology Projects	$350.00/course
AIT 250, Mechatronics: Electrical Components	$200.00/course
AIT 270, Mechatronics II: Process Control Technologies	$200.00/course
ART 141, Introduction to Digital Photography	$75.00/course
ART 211, Ceramics I	$45.00/course
ART 212, Ceramics II	$45.00/course
ART 214, Introduction to Book Art: Intersection of Art and Design	$45.00/course
ART 237, Photography II – Color	$75.00/course
CIT 114, IT Essentials	$30.00/course
CIT 128, Introduction to Software Development	$30.00/course
CSCO 220, Cisco Internetworking Acad III	$30.00/course
CSCO 221, Cisco Internetworking Acad IV	$30.00/course
EMS 108B, Emergency Medical Technician-Basic	$75.00/course
EMS 115, Advanced Emergency Medical Technician	$125.00/course
GRC 116, Introduction to Digital Art and Design	$30.00/course
GRC 200, Design Thinking and Methodologies	$30.00/course
GRC 210, Typography I	$30.00/course
GRC 220, Graphic Design I	$30.00/course
GRC 282, Motion Graphics for Video	$30.00/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
LTE 102, Applied Phlebotomy	$60.00/course
MUSA 101, Bass-Lower Division	$200.00/course
MUSA 146, Voice II	$200.00/course
NURS 130, Nursing Assistant	$65.00/course

PEX 105, Scuba	$95.00/course
PEX 183, Weight Training	$60.00/course
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	$100.00/course
WELD 212, Welding I practice	$100.00/course
WELD 221, Welding II	$100.00/course
WELD 222, Welding II practice	$100.00/course
WELD 224, Welding Projects	$100.00/course
WELD 231, Welding III	$100.00/course
WELD 232, Welding III practice	$100.00/course
WELD 241, Welding IV	$100.00/course
WELD 242, Welding IV practice	$100.00/course
WELD 250, Welding Certification Preparation	$100.00/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, 3/14, 12/14, 12/15, 12/16, 12/17, 3/18, 11/18, 12/19)

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 150, Plus 450 Dining Dollars	$2,165.00
Block 240, Plus 300 Dining Dollars	$2,510.00
Block 224, 14 meals/wk., Plus 375 Dining Dollars	$2,548.00
Declining Balance, Plus 200 Dining Dollars	$2,756.00
Block 336, Unlimited, Plus 250 Dining Dollars	$2,728.00

A non-refundable fee of $125.00 is due with application.

Summer Session I (3 week session)	Double: $504 Single: $630
Summer Session II and III (5 week session)	Double: $840 Single: $1,050

Plus one of the following mandatory meal plans:

Meals	Session I
30 meals	$220.50
42 meals	$308.70
57 meals	$418.95

Meals	Session II & III
50 meals	$367.50
70 meals	$514.50
95 meals	$698.25

(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, 12/15, 12/17, 12/19)

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. Wolfie Plan 18 meals/week $700 declining balance/year	$5,792.00
2. Alphie Plan 15 meals/week $500 declining balance/year	$5,330.00
3. Luna Plan 12 meals/week $300 declining balance/year	$4,509.00

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.

NevadaFit Week Meal Plan (will be required for all freshman FY21) $135.50

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						
	Nye/Juniper Halls/ Manzanita	Canada Hall	Argenta Hall	Sierra Hall	Living/ Learning Community	Peavine Hall	Great Basin
Double Occupancy	$5,850	$6,600	$7,540	$6,600 (Large) $6,060 (Standard Dbl/triple)	$7,540	$7,540	$7,540
Single room (where available)	$7,540 (Juniper/ Manzanita)			$8,060	$8,800		$8,800
Triple Occupancy			$6,060	$6,060		$6,060	$7,540
Guaranteed Private Double Room Requested	$11,700 (Nye/ Manzanita)	$13,200	$154,080	$12,120 Standard $13,200 Large	$15,080	$15,080	$15,080
Accidental Private (Now including Premium Suite and Premium Singles) Additional/semester	$800/sem.						
4 Bed/1 Bath Suite						$7,300	
2 Bed/1Bath Suite						$7,300	
4 Bed/1 Bath Suite, Requested, Guaranteed Private						$14,600	
2 Bed/1 Bath Suite, Requested, Guaranteed Private						$14,600	

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.

NevadaFit Week Housing (only required for freshman living on campus for fall) $135.19-$203.36
Rate charged is dependent upon the hall assignment and room configuration of given resident.

Winter Break Rate	$560
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 $17.95 for a non-air conditioned double room, $20.55 for an air conditioned double room, $17.95 for an air conditioned triple room, $33.55 for a non-air conditioned single room and $36.92 for an air conditioned single room per night per person. There will be an additional charge of $5.20 per night for linens. Meal plans rates are 19 meals per week $27.09/day, 14 meals per week $21.87/day, and 10 meals per week $15.72/day.

d. Ponderosa Village

Ponderosa Village apartments rental prices for 2020-2021 are as follows:
One-bedroom apartment: $1,150.00 per month
Two-bedroom apartment: $1,370.00 per month
Two Bedroom Shared Unit Room Rate (1 bedroom & bathroom within a 2 bedroom, 2 bathroom unit): $705.00 per month, per unit

(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, 12/14, 12/15, 12/16, 12/17, 11/18, 12/19)

Section 15. Residence Hall Rates, GBC

The following residence hall rates for Great Basin College are subject of approval of the Board of Regents:

1. Dorm Room Semester Rates

   a. Regular Semester

$1,350.00	Double Occupancy
$2,016.00	Guaranteed Private Room

   b. Weekly Rate

$112.00/weekly

2. Residence Suites Semester Rates

   a. Regular Semester

$2,016.00

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.

b. 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	$200.00
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.

c. Refund of Residence Suite and Dorm Room Fees

Fees are non-refundable after the beginning of the semester.

3. 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.

4. 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, 12/17)

Section 16. Distribution of Registration Fees

The following fee distributions have been approved by the Board of Regents:

1. General registration fees:

REGISTRATION FEES		2018-19		2019-20		2020-21
UNR Undergraduate						
State Operating Budget	$	154.56	$	160.77	$	167.15
Student Access	$	26.78	$	30.29	$	33.92
General Improvement	$	16.02	$	15.30	$	10.54
Capital Improvement	$	16.00	$	16.00	$	20.00
Activities and Programs	$	10.64	$	10.64	$	10.64
Student Association	$	0	$	0	$	0
Total	**$**	**224.00**	**$**	**233.00**	**$**	**242.25**
UNR Graduate						
State Operating Budget	$	195.42	$	202.88	$	211.05
Student Access	$	33.16	$	37.15	$	41.62
General Improvement	$	11.37	$	10.92	$	5.79
Capital Improvement	$	16.00	$	16.00	$	20.00
Activities and Programs	$	8.80	$	8.40	$	7.97
Student Association	$	10.00	$	10.40	$	10.82
Total	**$**	**274.75**	**$**	**285.75**	**$**	**297.25**
UNLV Undergraduate						
State Operating Budget	$	152.61	$	159.38	$	163.91
Student Access	$	28.73	$	32.62	$	36.34
General Improvement	$	22.66	$	20.00	$	20.00
Capital Improvement	$	13.00	$	13.00	$	13.00
Activities and Programs	$	7.00	$	8.00	$	9.00
Student Association	$	0	$	0	$	0
Total	**$**	**224.00**	**$**	**233.00**	**$**	**242.25**
UNLV Graduate						
State Operating Budget	$	192.54	$	203.75	$	209.66
Student Access	$	36.04	$	40.00	$	44.59
General Improvement	$	25.21	$	20.00	$	20.00
Capital Improvement	$	13.00	$	13.00	$	13.00
Activities and Programs	$	7.96	$	9.00	$	10.00
Student Association	$	0	$	0	$	0
Total	**$**	**274.75**	**$**	**285.75**	**$**	**297.25**
NSC Undergraduate						
State Operating Budget	$	112.28	$	120.30	$	125.13
Student Access	$	23.56	$	25.24	$	26.25
General Improvement	$	15.70	$	15.14	$	14.00
Capital Improvement	$	2.48	$	3.72	$	5.74
Activities and Programs	$	0	$	0.84	$	0.88
Student Association	$	2.98	$	3.01	$	3.00
Total	**$**	**157.00**	**$**	**168.25**	**$**	**175.00**

REGISTRATION FEES	2018-19	2019-20	2020-21
NSC Graduate			
State Operating Budget	$ 156.05	$ 162.31	$ 168.74
Student Access	$ 32.74	$ 34.05	$ 35.40
General Improvement	$ 21.83	$ 22.70	$ 23.60
Capital Improvement	$ 3.54	$ 3.81	$ 4.08
Activities and Programs	$ 1.08	$ 1.13	$ 1.18
Student Association	$ 3.01	$ 3.00	$ 3.00
Total	**$ 218.25**	**$ 227.00**	**$ 236.00**
GBC – Upper Division			
State Operating Budget	$ 106.95	$ 112.47	$ 118.21
Student Access	$ 24.26	$ 25.24	$ 26.25
General Improvement	$ 14.86	$ 14.86	$ 14.86
Capital Improvement	$ 11.68	$ 11.68	$ 11.68
Activities and Programs	$ 1.00	$ 1.00	$ 1.00
Student Association	$ 3.00	$ 3.00	$ 3.00
Total	**$ 161.75**	**$ 168.25**	**$ 175.00**
CSN – Upper Division			
State Operating Budget	$ 107.82	$ 112.25	$ 116.75
Student Access	$ 23.39	$ 25.00	$ 26.25
General Improvement	$ 15.04	$ 15.00	$ 15.00
Capital Improvement	$ 11.50	$ 12.00	$ 13.00
Activities and Programs	$ 1.00	$ 1.00	$ 1.00
Student Association	$ 3.00	$ 3.00	$ 3.00
Total	**$ 161.75**	**$ 168.25**	**$ 175.00**
TMCC – Upper Division			
State Operating Budget	$ 113.76	$ 118.31	$ 123.04
Student Access	$ 23.39	$ 24.37	$ 25.38
General Improvement	$ 10.10	$ 9.13	$ 4.06
Capital Improvement	$ 11.50	$ 13.45	$ 19.53
Activities and Programs	$ 0	$ 0	$ 0
Student Association	$ 3.00	$ 3.00	$ 3.00
Total	**$ 161.75**	**$ 168.25**	**$ 175.00**
WNC – Upper Division			
State Operating Budget	$ 108.45	$ 112.66	$ 117.18
Student Access	$ 24.26	$ 25.64	$ 26.75
General Improvement	$ 14.36	$ 14.57	$ 15.16
Capital Improvement	$ 11.68	$ 12.23	$ 12.72
Activities and Programs	$ 1.00	$ 1.15	$ 1.19
Student Association	$ 2.00	$ 2.00	$ 2.00
Total	**$ 161.75**	**$ 168.25**	**$ 175.00**

REGISTRATION FEES	2018-19	2019-20	2020-21
GBC – Lower Division			
State Operating Budget	$ 74.51	$ 78.10	$ 81.70
Student Access	$ 9.88	$ 10.29	$ 10.69
General Improvement	$ 7.96	$ 7.96	$ 7.96
Capital Improvement	$ 5.40	$ 5.40	$ 5.40
Activities & Programs	$ 0	$ 0	$ 0
Student Association	$ 1.00	$ 1.00	$ 1.00
Total	**$ 98.75**	**$ 102.75**	**$ 106.75**
CSN – Lower Division			
State Operating Budget	$ 75.50	$ 78.60	$ 81.55
Student Access	$ 8.17	$ 9.25	$ 10.70
General Improvement	$ 7.21	$ 7.00	$ 6.50
Capital Improvement	$ 6.12	$ 6.40	$ 6.50
Activities & Programs	$ 1.25	$ 1.00	$ 1.00
Student Association	$ 0.50	$ 0.50	$ 0.50
Total	**$ 98.75**	**$ 102.75**	**$ 106.75**
TMCC – Lower Division			
State Operating Budget	$ 73.56	$ 76.28	$ 79.08
Student Access	$ 9.69	$ 10.17	$ 10.77
General Improvement	$ 10.10	$ 9.50	$ 6.10
Capital Improvement	$ 4.90	$ 6.30	$ 10.30
Activities & Programs	$ 0	$ 0	$ 0
Student Association	$ 0.50	$ 0.50	$ 0.50
Total	**$ 98.75**	**$ 102.75**	**$ 106.75**
WNC – Lower Division			
State Operating Budget	$ 74.51	$ 77.52	$ 80.53
Student Access	$ 9.88	$ 10.29	$ 10.70
General Improvement	$ 7.84	$ 7.96	$ 8.08
Capital Improvement	$ 4.67	$ 4.90	$ 5.13
Activities & Programs	$ 1.35	$ 1.58	$ 1.81
Student Association	$ 0.50	$ 0.50	$ 0.50
Total	**$ 98.75**	**$ 102.75**	**$ 106.75**

***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, 9/14, 3/16, 6/16, 9/18)

Section 17. Distribution of Fees and Tuition, University of Nevada, Reno School of Medicine

The following fee distribution for the University of Nevada, Reno School of Medicine (UNR Med) has been approved by the Board of Regents:

RESIDENT TUITION	2017-18	2018-19	2019-20	2020-21
	FULL TIME	FULL TIME	FULL TIME	FULL TIME
Total General Fund	$10,361.90	$10,796.30	$11,026.39	$11,260.96
General Improvement	98.70	98.70	100.67	102.68
Capital Improvement	160.00	160.00	163.20	166.46
Activities & Programs	88.00	88.00	89.76	91.56
Technology Fee	70.00	70.00	71.40	72.83
Student Access	2,715.90	2,824.50	2,866.88	2,910.08
Student Association	85.00	85.00	86.70	88.43
Total	**$13,579.50**	**$14,122.50**	**$14,405.00**	**$14,693.00**

Tuition paid by or on behalf of a student of the UNR Med shall be revenue of the budget for the University of Nevada, Reno School of Medicine.
(Added 6/05; A. 4/06, 7/07, 8/08, 4/09, 4/10, 6/11, 6/12, 6/14, 6/16, 3/18, 6/18)

Section 18. Distribution of Fees and Tuition, University of Nevada, Las Vegas School of Medicine

The following fee distribution for the University of Nevada, Las Vegas School of Medicine has been approved by the Board of Regents:

RESIDENT TUITION	2017-18	2018-19	2019-20	2020-21
	FULL TIME	FULL TIME	FULL TIME	FULL TIME
Total General Fund	$9,450.00	$9,450.00	$9,450.00	$9,450.00
General Improvement	132.00	132.00	132.00	132.00
Capital Improvement	112.00	112.00	112.00	112.00
Activities & Programs	1,781.00	1,781.00	1,781.00	1,781.00
Student Access	2,025.00	2,025.00	2,025.00	2,025.00
Total	**$13,500.00**	**$13,500.00**	**$13,500.00**	**$13,500.00**

Tuition paid by or on behalf of a student of the University of Nevada, Las Vegas School of Medicine shall be revenue of the budget for the University of Nevada, Las Vegas School of Medicine.
(Added 6/16; A. 3/18, 6/18, 9/18)

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):

	2018-19		2019-20		2020-21	
	PART TIME (Per Credit)	FULL TIME (Semester)	PART TIME (Per Credit)	FULL TIME (Semester)	PART TIME (Per Credit)	FULL TIME (Semester)
RESIDENT TUITION						
Total General Fund	$481.41	$6,762.70	$481.41	$6,762.70	$481.41	$6,762.70
General Improvement	9.25	123.00	9.25	123.00	9.25	123.00
Capital Improvement	9.00	104.50	9.00	104.50	9.00	104.50
Activities & Programs	204.24	2,859.30	204.24	2,859.30	204.24	2,859.30
Student Access	206.70	2,886.50	206.70	2,886.50	206.70	2,886.50
Student Association	1.00	14.00	1.00	14.00	1.00	14.00
Financial Aid Fee	14.40	200.00	14.40	200.00	14.40	200.00
	$926.00	$12,950.00	$926.00	$12,950.00	$926.00	$12,950.00

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 2019 Per Credit	Summer 2020 Per Credit	Summer 2021 Per Credit
RESIDENT TUITION			
Law School Summer account	$481.41	$481.41	$481.41
Total Summer Law	$481.41	$481.41	$481.41
General Improvement Fund	9.25	9.25	9.25
Capital Improvement Fund	9.00	9.00	9.00
Activities & Programs	204.24	204.24	204.24
Student Access	206.70	206.70	206.70
Student Association	1.00	1.00	1.00
Financial Aid Fee	14.40	14.40	14.40
Resident Per Credit Fee	$926.00	$926.00	$926.00
Additional Non Resident tuition**	$424.00	$424.00	$424.00
Non Resident Per Credit Fee	$1,350.00	$1,350.00	$1,350.00

Note: The Law School uses the same fee structure for summer as the previous spring.
(B/R 3/04; Added 6/05; A. 11/06, 3/08, 4/08, 4/09, 12/10, 6/11, 6/14, 6/16, 6/18)

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:

	2018-19	2019-20	2020-21
REGISTRATION FEE			
Total General Fund	$12,463.00	$12,463.00	$12,463.00
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	483.00	483.00	483.00
Student Association	15.00	15.00	15.00
Student Surcharge	0	0	0
New Financial Aid Fee	146.00	146.00	146.00
Total Registration Fee	$13,414.00	$13,414.00	$13,414.00

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, 6/14, 6/16, 6/18)

Section 21. Refund Procedures

As required by Board policy (Title 4, Chapter 17), 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. Non Resident Tuition (Does not apply to credit courses offered during a Summer term or the Division of Continuing Education.)

      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 within the first week of the beginning of instruction.

      2) No refund of non-resident tuition shall be granted for courses dropped after two weeks from the beginning of instruction.

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. No refund shall 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 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. The fee refund for all students in a 16 week course for withdrawal or net credit reduction shall be:

1) One hundred percent (100%) refunded if initiated prior to the end of the second calendar week of instruction.

2) No refund shall be granted thereafter.

b. The fee refund for summer session and all non-regular semester courses for withdrawal or net credit reduction shall be:

1) One hundred percent (100%) refunded if initiated prior to the first twenty percent (20%) of the scheduled session class time.

2) No refund shall be granted thereafter.

3) For noncredit classes and for academic credit classes taught as a 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.

c. The admissions application fee is nonrefundable.

d. Non-resident 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. Tuition refund dates shall be published on the Nevada State College Academic Calendar.

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 withdrawal is initiated prior to the end of the second week of instruction;

3) No refund shall be granted thereafter;

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 session;

2) Fifty percent (50%) if withdrawal is completed two days after the first day of the session;

3) No refund of any amount shall be granted thereafter.

c. Non-resident tuition shall be refunded in conformity with the above schedule for a load reduction to six (6) credit hours or less and for withdrawal.

d. The refund policy for all students in a course that meets for greater than 16 weeks shall be:

1) One hundred percent (100%) if withdrawal is initiated prior to the end of the second week of instruction;

2) Fifty percent (50%) if withdrawal is initiated prior to the end of the third week of instruction;

3) No refund of any amount shall be granted thereafter; and

4) No refund shall be given for the application or admission fee.

5. GBC Refund Procedures

a. The refund policy for one day courses shall be:

1) One hundred percent (100%) if withdrawal or net credit load reduction is initiated before the day of class.

2) No refund as of the day the class begins.

b. The refund policy for classes two calendar days through eleven calendar days in length shall be:

1) One hundred percent (100%) if withdrawal or net credit load reduction is initiated on or before the first day of class.

2) No refund after the first day of class.

c. The refund policy for regular session and dynamic extensive (longer than 16 week) session courses shall be:

1) One hundred percent (100%) if withdrawal or net credit load reduction is initiated on or before the seventh day of class.

2) Fifty percent (50%) if withdrawal or net credit load reduction is initiated on or before the fourteenth day of class.

3) No refund after the fourteenth day of class.

d. The refund policy for all other courses and sessions (twelve days or longer) shall be:

1) One hundred percent (100%) if withdrawal or net credit load reduction is initiated on or before the fourth day of class.

2) Fifty percent (50%) if withdrawal or net credit load reduction is initiated on or before the seventh day of class.

3) No refund after the seventh day of class.

e. 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.

f. Non-resident tuition shall be refunded in conformity with the above schedule for load reduction to six (6) credits or less and for withdrawal.

g. No refund shall be given for health and accident insurance premiums.

h. Exceptions require the approval of the president or designee.

i. No refund shall be given for the application for admission fee.

j. 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.

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. Non-resident 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 by the end of late registration (five working days into the semester).

2) No refund shall be given after the end of the late registration period (five working days into the semester).

3) 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 percent 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, 9/14, 3/16, 6/16, 6/17, 9/17, 9/18, 6/19)

NEVADA SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL

CHAPTER 8

DEGREES AND AWARDS

Section 1. Distinguished Nevadan and Honorary Degree Nominations 2
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CHAPTER 8

DEGREES AND AWARDS

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 of Staff 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 or running as a candidate for a 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 or running as a candidate for a 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, 9/17, 6/19)

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:

Notification to campuses to begin nomination process	Early September
NSHE Selection Committees formed	October - November
Campuses forward nominations for all awards except the Rising Researcher Award and the Scholar Award to the System Office	Late October
NSHE Selection committees evaluate nominations	November
Vice Chancellor establishes meetings to make recommendation of award recipients	December-January
Campuses forward recommendations for Rising Researcher Award and the Scholar Award recipients to the System Office.	Early December
System Office submits recommendations for award recipients to the Board of Regents.	January-February

The following procedures outline the nomination and selection process for each award:

1. Regents' Creative Activities Award

The Nevada Regents' Award for Creative Activities is given annually to two full-time NSHE faculty members with distinguished records in creative activity. Full-time faculty with a distinguished record in creative activity at UNLV, UNR and NSC will be eligible for one award. Full-time faculty with a distinguished record in creative activity at CSN, GBC, TMCC, and WNC will be eligible for one award. Although this award is intended for individuals, groups who by their collaboration have made major advances 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: 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 via electronic mail. The deadline for campus nominations to be received by the Chancellor's Office will be no later than October 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 award:
   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 and 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. Four members from the Academic Affairs Council; and
   iii. One creative artist 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, Research and Student Affairs Committee for final approval.

G. Award Amount: $5,000

2. Regents' Researcher Award and Regents' Rising Researcher Awards

Regents' Researcher Award. This award is given annually to NSHE faculty members at UNLV, UNR, or DRI with a distinguished record in research. Two awards will be given annually: one to a faculty member in recognition of a distinguished career in research and one to a faculty member in recognition of mid-career accomplishments 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.

I. Researcher Award – Distinguished Career

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 via electronic mail. The deadline for campus nominations to be received by the Chancellor's Office will be no later than October 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 ten years of cumulative service in the NSHE by the date of nomination in order to be considered for the award. In addition, candidates must have overall career/service of at least 20 years in research.

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; and
   ii. Research Affairs Council members from UNR, UNLV, and DRI.

D. Committee Review. The Committee shall utilize an external entity as part of its evaluation of nominees. For the external review:
   i. The Research Affairs Council members from UNR, UNLV, and DRI must each provide to the Vice Chancellor for Academic and Student Affairs the names of five possible external entities to conduct the review. No more than three external reviewers may be selected to conduct the evaluation.
   ii. The Vice Chancellor for Academic and Student Affairs may pay no more than $500 to each external entity who conducts an evaluation.
   iii. The Committee shall utilize the reports received from external entities in making its recommendation.

E. Final Approval. The recommendation of the Selection Committee shall be presented to the Academic, Research and Student Affairs Committee for final approval.

F. Award Amount: $5,000

II. Research Award – Mid-Career

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 research through mid-career.

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 via electronic mail. The deadline for campus nominations to be received by the Chancellor's Office will be no later than October 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. In addition, candidates must have career/service of at least 5 years but less than 20 years in research.

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; and
   ii. Research Affairs Council members from UNR, UNLV, and DRI.

D. Committee Review. The Committee shall utilize an external entity as part of its evaluation of nominees. For the external review:
   i. The Research Affairs Council members from UNR, UNLV, and DRI must each provide to the Vice Chancellor for Academic and Student Affairs the names of five possible external entities to conduct the review. No more than three external reviewers may be selected to conduct the evaluation.
   ii. The Vice Chancellor for Academic and Student Affairs may pay no more than $500 to each external entity who conducts an evaluation.
   iii. The Committee shall utilize the reports received from external entities in making its recommendation.

E. Final Approval. The recommendation of the Selection Committee shall be presented to the Academic, Research and Student Affairs Committee for final approval.

F. Award Amount: $5,000

III. 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:
   i. Be in an assistant professor position at the time of nomination;
   ii. Have a strong beginning record of accomplishment during the time of employment with NSHE; and
   iii. Have 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:
   i. Formal letter of nomination that demonstrates the nominees' accomplishments and promise;
   ii. NSHE nomination form; and
   iii. Other supplemental materials as determined by the institution.

   The deadline for recommendations from the Institutional Selection Committee to be received by the Chancellor's Office will be no later than December 15 of each year.

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 Academic, Research and Student Affairs Committee for final approval.

F. Award Amount. $2,000.

3. Regents' Teaching Award

The Nevada Regents' Teaching Award is given annually to faculty members with distinguished records of teaching. Four awards shall be granted annually: (1) Full-time faculty who are tenured or tenure track or 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; (2) Full-time faculty who are not tenured or tenure track who provide instruction as part of their regular assignments at DRI or who provide instruction as their primary assignments at UNLV, UNR and NSC are eligible for one award; (3) Full-time faculty who are tenured or tenure track or who provide instruction as their primary assignment at CSN, GBC, TMCC, and WNC are eligible for one award; and (4) Full-time faculty at CSN, GBC, TMCC, and WNC who are not tenured or tenure track who provide instruction as their primary assignment are 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 for each award. 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 via electronic mail. The deadline for campus nominations to be received by the Chancellor's Office will be no later than October 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 two university/state college/DRI awards:
   i. Vice Chancellor for Academic and Student Affairs to act as non-voting chairman;
   ii. One academic vice president 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, DRI, NSC.
D. Composition of the NSHE Selection Committee for the two community college awards:
   i. Vice Chancellor for Academic and Student Affairs to act as non-voting chairman;
   ii. One academic vice president 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, Research and Student Affairs Committee for final approval.
G. Award Amount: $5,000

4. <u>Regents' Academic Advisor Award</u>

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 via electronic mail. The deadline for campus nominations to be received by the Chancellor's Office will be no later than October 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, Research 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.

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 academic or administrative faculty member that demonstrates the nominees' academic and leadership abilities;
   ii. NSHE nomination form; and
   iii. Other supplemental materials as determined by the institution.

   The deadline for recommendations from the Institutional Selection Committee to be received by the Chancellor's Office will be no later than December 15 of each year.

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. Summary of Accomplishments for Recommended Recipients

Each institution shall provide 2-3 paragraphs of text summarizing the accomplishments of its recommended recipient(s) for a Board of Regents' Scholar Award or a Nevada Regents' Award to the Chancellor's Office for submission with the recommendation to the Board of Regents for final approval.

7. Regents' Awards – Payment of Cash Stipends

A. The NSHE institution employing the recipient(s) of a Teaching Award, Researcher Award, Rising Researcher Award, Academic Advisor Award or Creative Activities Award shall be responsible for the cost of the stipend for the recipient(s) and shall produce the award checks for the recipient(s).

B. The Scholar Award is funded 100 percent by System Administration (Regents' Account) and System Administration is responsible for producing the award checks. Each institution shall coordinate with System Administration to provide the information necessary to produce the check for its campus recipient.

(Added 1/15; A. 9/15, 3/16, 9/16, 9/18)

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CHAPTER 9

REGENT GUIDELINES

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CHAPTER 9

REGENT GUIDELINES

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
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CHAPTER 10

RISK MANAGEMENT AND SAFETY

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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 Chief Financial Officer 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. Program Objectives. 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

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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. Program Development

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, Research and Student Affairs Committee (ARSA) will review these reports and may provide recommendations if deemed appropriate.

(Added 11/06; A. 10/09, 9/10, 3/16)

Section 2. Silver State Opportunity Grant Program

Title 4, Chapter 18 of the *Board of Regents' Handbook* directs the Chancellor to establish procedures and guidelines to comply with the requirements of the Silver State Opportunity Grant Program codified under Chapter 396 of *Nevada Revised Statutes*.

1. Eligible Institutions. Eligible institutions include each NSHE community college and state college that shall award grants under the SSOG Program according to procedures established herein.

2. Apportionment of Funds between Eligible Institutions.
    a. State funding for the SSOG program will be allocated to each community college and state college annually, and shall be based on the proportion of cost for fully funding all eligible students during the prior year. Institutional allocations shall be reviewed and approved by the Chancellor.
    b. Institutions shall not award funds exceeding the amount allocated pursuant to this Section.
    c. Dollars that are in jeopardy of not being awarded and disbursed at the institution where originally allocated shall be divided among the remaining eligible institutions based on the proportion of cost for unawarded SSOG eligible students.

3. Eligibility Requirements.
    a. To be eligible for the SSOG Program, a student must:
        i. Except as otherwise provided, enroll in at least 12 credit hours each semester of award at a community college or state college;
        ii. Be enrolled in a program of study leading to an undergraduate degree or certificate;
        iii. Be placed into college-level English and mathematics courses in accordance with Title 4, Chapter 16, Section 1;
        iv. Be classified as a resident in accordance with Title 4, Chapter 15;
        v. Complete the Free Application for Federal Student Aid (FAFSA); and
        vi. Meet institutional Title IV financial aid satisfactory academic progress requirements.
    b. A student who enrolls in fewer than 12 credit hours to complete their program of study in their final semester prior to graduation is eligible to be funded at a lower enrollment level contingent upon available funding.
    c. A student who loses eligibility for SSOG may reinstate during a subsequent semester by regaining financial aid satisfactory academic progress. Subject to available funds, this student would be eligible to receive SSOG in future semesters, provided all eligibility requirements for the program are met.
    d. Each institution shall utilize its existing federal Title IV satisfactory academic progress appeals process to allow SSOG recipients who are not making satisfactory academic progress to appeal their status. A student who is approved through the institutional appeals process to receive Title IV aid may also receive SSOG during the semester for which an appeal is approved, providing the eligibility requirements set forth under this Section are met. Although students with Deferred Action for Childhood Arrivals (DACA) status do not qualify to receive Title IV aid, such students who are not making satisfactory academic progress may appeal their status under an institutional appeals process for the purpose of the SSOG award.

4. Amount of the SSOG Award
    a. Grant awards are subject to the limit of the funds available for the SSOG Program and are intended to pay for a portion of the Cost of Attendance at a community college or state college.
    b. Maximum SSOG Award. The maximum annual amount of the grant each student is eligible to receive shall be equal to the Cost of Attendance established for the purpose of the SSOG program minus the amounts determined for the student contribution, family contribution, and federal contribution, as defined and calculated pursuant to this Section.

       For an academic year, the award amount shall not exceed:
        i. $5,500 for a student enrolled in 15 or more credits per semester; and
        ii. $4,400 for a student enrolled in at least 12 but less than 15 credits per semester.
    c. Minimum SSOG Award. A student who is not eligible to receive an annual SSOG award of at least $200 for an academic year based on the SSOG award calculation shall not receive the grant.
    d. Awards will be prorated according to enrollment level for a student who is enrolled in less than 12 credits in their final semester prior to graduation. The prorated amount shall be determined based on the individual student's calculated annual award, up to the program maximum of $5,500, divided by 30, and multiplied by the number of credits in which the student is enrolled.

5. Cost of Attendance
    a. For purposes of calculating SSOG awards, the annual Cost of Attendance (COA) for all eligible institutions for Academic Year 2019-20 shall be:
        i. $21,963 for students living off-campus and not with a parent;
        ii. $14,798 for students living with a parent; and
        iii. $14,818 for students living on campus.
    b. The institution may pro-rate the COA in cases where a student enrolls for a single semester.
    c. Under no circumstances shall the grant received under the SSOG Program, along with other financial assistance received, exceed institutional COA.

6. Student Contribution
    a. A standard student contribution that will be used by each community college and state college in the calculation of all grants awarded under the SSOG Program will be calculated by determining what a student could earn by working at minimum wage a reasonable number of hours during the school year and over the summer. This calculation should in no way be construed as requiring a student to seek or obtain employment as a condition of eligibility for the SSOG Program.
    b. For purposes of calculating SSOG awards, the student contribution shall be set at $5,500 for an academic year. The institution shall pro-rate the student contribution in cases where a single semester cost of attendance is utilized.

c. The student contribution may be covered by, but is not limited to, the following:
    i. Student earnings or savings;
    ii. Private, institutional, state or federal scholarships, including the Governor Guinn Millennium Scholarship;
    iii. Grants not listed under Subsection 6 of this Section;
    iv. Veterans education benefits;
    v. Student loans; and
    vi. Financial assistance from family or friends.

7. Family Contribution. The family contribution shall be equivalent to the federal nine-month Estimated Family Contribution (EFC), as calculated by the U.S. Department of Education based on FAFSA data and reported on the Institutional Student Information Record (ISIR). The EFC may be prorated for an award period of less than nine months.

8. Federal Contribution
    a. The federal contribution shall be equivalent to the total of federal grant aid a student is awarded during the same award year from the following programs only:
        i. Federal Pell Grant;
        ii. Federal Supplemental Educational Opportunity Grant (FSEOG); and
        iii. Teacher Education Assistance for College and Higher Education (TEACH) Grant.
    b. Under no circumstances shall the federal contribution include the amount the student is awarded in student loans.

9. Guidelines for Awarding and Disbursing SSOG funds
    a. Only students who are enrolled in 12 or more credits that count toward their program of study are eligible to receive an SSOG disbursement.
    b. A student who previously earned a bachelor's degree is not eligible to receive the SSOG award.
    c. A student with Deferred Action for Childhood Arrivals (DACA) status may be eligible for the SSOG award. Such students must complete the FAFSA and identify themselves to the institutional financial aid office as having DACA status. DACA students must provide documentation they have been granted Deferred Action for Childhood Arrivals before they can be awarded an SSOG grant.
    d. A student placed into remedial math or English pursuant to Title 4, Chapter 16, Section 1 of the *Handbook* is not eligible for SSOG until all such remedial coursework is completed. However, enrollment in corequisite coursework where academic support is provided to students while enrolled in college gateway courses shall be considered college level courses for purposes of SSOG eligibility.
    e. SSOG funds to eligible students will be awarded by ascending EFC up to 8500 and in the following priority tiers until available funds are exhausted.
        i. Tier 1: eligible students who are enrolled in at least 15 credit hours per semester;
        ii. Tier 2: eligible students who are enrolled in less than 15 credit hours in their final semester prior to graduation who self-identify to the Financial Aid Office and previously received the award; and

iii. Tier 3: eligible students who are enrolled in at least 12 but less than 15 credit hours per semester.

A tier must be fully awarded at all institutions before subsequent tiers may be funded, at the direction of the System Office. This order shall apply each time SSOG funds are awarded and applies only to the population of students meeting all eligibility requirements as of the date awarding is carried out until all available funds are exhausted. If available funds are not exhausted by the 100 percent refund period for the spring semester, the Chancellor may expand the EFC range for eligible students.

10. Guidelines for Enrollment Changes.
    a. Changes in student enrollment levels shall be treated as follows:
        i. An award shall be cancelled for a student whose enrollment drops below the tier in which they were awarded (i.e. 15 credits, 12 credits, or number of credits required to graduate at end of term) at any point through the add/drop period. A student may be eligible for an award in a different credit-level tier, contingent upon available funding and according to awarding protocol established in Subsection 9 of this Section.
        ii. A student whose enrollment increases above the tier in which they were initially awarded (i.e. from less than 15 to 15 or more) may be eligible for a higher award amount, contingent upon available funding and according to awarding protocol established in Subsection 9 of this Section.
    b. The add/drop period may vary by institution. For enrollment changes that result in a course being removed from the student's academic record, the institution shall cancel the award if the change results in the student's enrollment level falling below the tier in which they were awarded. In cases where the student withdraws from a course and receives a "W" grade, the enrollment level does not change and therefore the award remains.

11. Award Date. For Academic Year 2019-20, institutions shall make initial SSOG awards no earlier than June 3, 2019, and no later than June 28, 2019. Future award dates shall be set by the Vice Chancellor for Academic and Student Affairs in consultation with institutional financial aid offices.

12. Course Availability to Meet the 12-Credit per Semester Requirement
    a. Each community college and state college shall ensure that adequate courses are offered each semester so that a student otherwise eligible for the grant and desirous of enrolling in 12 or more credits is able to do so. If situations arise where such a student is, due to course availability, unable to enroll in 12 or more credits that count toward the student's program of study, the institution shall consider feasible alternatives, including, but not limited to:
        i. Course substitutions;
        ii. Adjustment of a student's academic plan; and
        iii. Opening a new course section.

b. Credits taken at another eligible institution to meet degree requirements at the student's home institution shall count towards the eligibility requirement of Subsection 1(a). In order to take advantage of this provision, a student must complete the NSHE SSOG Co-Enrollment form by the end of the semester for which he or she is requesting funding. For purposes of this Subsection, "home institution" means the institution at which the student is enrolled in a program of study leading to a recognized degree or certificate and, if eligible, is receiving Title IV Federal Student Aid.
c. Each community college and state college shall ensure advisors are available to assist SSOG students who experience difficulty in registering for 12 or more credits that count toward their program of study.

13. Reporting Requirements. On an annual basis, the Vice Chancellor for Academic and Student Affairs shall request from institutions data necessary to evaluate the success of the SSOG program.

14. Communications Strategies. Institutions shall establish strategies to communicate the availability of the SSOG to students, including the priority of awarding established in Subsection 9.e. Type and method of communications may vary by institution; however, all institutions in jeopardy of not expending all allocated funds must send targeted communications to students in an effort to encourage more students to become eligible by taking action (e.g. adding a class, taking the placement test, completing the FAFSA).

15. Definitions. The following definitions apply for purposes of this Section:
    a. Award – The SSOG amount offered to a student on their Financial Aid Award letter. In order to receive the funds offered, a student must meet all eligibility requirements at time of disbursement.
    b. Disbursement – The SSOG amount actually paid by the institution to a student account.
    c. Semester – "Semester" includes Fall, Spring and Summer terms subject to available funds. Students who expended their maximum award for the academic year in the prior fall and spring terms are not eligible to receive an award for the summer term(s).

(Added 6/15; A. 9/15, 3/16, 6/16, 3/17, 6/17, 4/18, 6/18, 9/18, 6/19, 9/19)

Section 3. Nevada Promise Scholarship Program

Title 4, Chapter 18, Section 11 of the *Board of Regents' Handbook* directs the Chancellor to establish procedures and guidelines to comply with the requirements of the Nevada Promise Scholarship Program codified under Chapter 396 of the Nevada Revised Statutes.

1. Deadlines.

   To be eligible to receive a Nevada Promise Scholarship, a student must meet the following deadline requirements:
   a. Application: A student must complete the Nevada Promise Scholarship Application on or before October 31st of the year prior to the student's first fall semester of

enrollment. (Ex: A student planning to enroll for their first semester in Fall 2020 must complete the Application on or before October 31, 2019.)

b. Free Application for Federal Student Aid (FAFSA): A student must complete the FAFSA on or before March 1st prior to each academic year. A student who is prohibited by law from completing the FAFSA must complete the acknowledgement form, as defined in Subsection 3 of this Section, on or before March 1st prior to each academic year.

c. Training: A student must participate in one training meeting related to financial aid, the FAFSA, and College Orientation on or before March 1st in the year of the student's first fall semester of enrollment.

d. Community Service: A student must complete at least 8 hours of eligible community service as defined in Title 4, Chapter 18, Section 11 of the *Board of Regents' Handbook* on or before June 1st in the year of the student's first fall semester of enrollment. To maintain eligibility, a student must complete at least 8 hours of eligible community service on or before January 1st for fall semester and on or before June 1st for spring semester.

e. Meeting with a Mentor: A student must have met at least once with a mentor assigned to them, in accordance with Subsection 5 of this Section, on or before June 1st in the year of the student's first fall semester of enrollment. To maintain eligibility, a student must meet at least once with their assigned mentor on or before January 1st for fall semester and on or before June 1st for spring semester while enrolled and receiving the scholarship.

f. Gift Aid Eligibility Documentation: A student must submit all information deemed necessary by the community college to determine the student's eligibility for gift aid on or before June 1st prior to each academic year.

g. Leaves of Absence: A leave of absence must be requested before or during the first semester in which said leave of absence would commence.

2. Common Application.

There shall be a single, web-based application for the scholarship that is utilized by all four community colleges. The application shall be created and maintained by the Vice Chancellor for Community Colleges, with input from the community colleges. The information collected shall be available to each community college for their respective applicants.

3. Acknowledgement Form.

Students who are prohibited by law from completing a FAFSA must complete the Nevada Promise Scholarship Non-FAFSA Filer Affirmation form affirming said prohibition. This form shall be a single form utilized by all community colleges for this purpose and shall be created and maintained by the Vice Chancellor for Community Colleges, with input from the community colleges.

4. Reporting on Appeals and Leaves of Absence

In addition to the requirements of Title 4, Chapter 18, Section 11 of the Board of *Regents' Handbook*, each community college shall track and report on an annual basis to the Vice Chancellor for Community Colleges:

a. The number of appeals received;
b. The number of appeals granted;
c. The number of appeals denied;
d. The reasons provided by students for appeal;
e. The number of requests for Leaves of Absence received; and
f. The number of Leaves of Absence granted.

The community college shall maintain all necessary information on appeals and leaves of absence granted for each student.

5. Mentoring Program

a. Each community college shall create and maintain a Nevada Promise Scholarship mentoring program for the purpose of students gaining and maintaining eligibility in accordance with Title 4, Chapter 18, Section 11 of the *Board of Regents' Handbook*.
b. Each community college shall pair a Nevada Promise Scholarship applicant (mentee) directly with an eligible mentor who shall serve as that student's mentor for the duration of their enrollment in the program, unless a request is made by the student or mentor for reassignment. The community college shall provide the mentee and parent/guardian with the name and contact information for the assigned mentor. The community college shall also provide the mentor with the name and contact information for each assigned mentee as well as their parent/guardian. Each mentor shall include the parent/guardian in any initial communication. Each community college may require a parental consent form for mentees to participate in the mentoring program.
c. Mentors shall meet with mentees in either a public setting or at a time and place established by the community college, for example a meet-and-greet session at the community college. A mentor may conduct a meeting over the phone if a personal meeting is unreasonably burdensome.
d. Each mentor shall be assigned no more than ten (10) mentees at any one time.
e. An eligible mentor shall:
    i. Be 21 years old or older;
    ii. Pass a comprehensive background check, including but not to limited to a criminal background check, at least once every three years;
    iii. Complete a training offered by the community college that includes but is not limited to:
        a. Nevada Promise Scholarship eligibility requirements;
        b. FAFSA and Financial Aid;
        c. How to effectively communicate and work with prospective and new college students;
        d. Guidelines for safely meeting individually with students; and
        e. Contact information for a staff member at the community college who can answer questions from mentors or mentees.

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 (IEP) 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 community college to be exempt from the following NPS eligibility criteria:

   a. The minimum number of credits required for eligibility; and
   b. The limitation on the number of academic years a student may receive the scholarship.

   To receive funding under a reduced credit load, students must submit to the community college's disability resource center (DRC) the Nevada Promise Scholarship Students with Documented Disabilities form by the end of the semester for which they are seeking funding. The completed form will be sent directly from the DRC to the financial aid office, where the scholarship award will be processed.

   Should the student begin the semester under regular funding criteria and then submit the form after receiving the scholarship, funding may be reduced and the student's full refund (if applicable) will be returned to the Nevada Promise Scholarship account. If it is determined that circumstances leading to changes in a student's documented disability require that they reduce their credit load after the Nevada Promise Scholarship Students with Documented Disabilities form is submitted for the current semester, the student may request a revision to be done on a case-by-case basis provided this determination is made before the end of the semester.

7. Refunds.

   All money from a Nevada Promise Scholarship awarded to a student that is refunded in whole or in part for any reason shall be refunded to the Nevada Promise Scholarship account and not the student. In the event a Nevada Promise Scholarship recipient is due a refund that is less than 100%, and said student has also received funds from the Governor Guinn Millennium Scholarship (GGMS), the refunded amount shall be divided and returned to these two programs based on the proportionality between these two programs of the original award, up to the amount originally awarded from each scholarship. This proportional approach applies only after any Pell Grant or other Title IV aid, if any, is returned to the federal government according to the Return To Title IV (R2T4) calculation.

   For example:

   1) A student's entire bill was paid using a combination of GGMS and NPS and is due a partial refund of 50%:

      Total bill of $1,000.

      GGMS paid $250 (25% of total)

      NPS paid $750 (75% of total)

      Refund due is 50% ($500)

      GGMS receives $125 (.25*500)

      NPS receives $375 (.75*500)

2) A student's entire bill was paid using a combination of Pell, GGMS and NPS and is due a partial refund that is less than R2T4:

   Total bill of $1,800

   Pell paid $473

   GGMS paid $480

   NPS paid $847

   Refund due is $350

   R2T4 results in a return of $400 (which exceeds refunded amount)

   GGMS receives $0

   NPS receives $0

3) A student's entire bill was paid using a combination of Pell, GGMS and NPS and is due a partial refund that is greater than R2T4:

   Total bill of $1,800

   Pell paid $473

   GGMS paid $480 (36.2% of GGMS+NPS Total)

   NPS paid $847 (63.8% of GGMS+NPS Total)

   Refund due is $350

   R2T4 results in a return of $200

   GGMS receives $54.30 (.362 *150)

   NPS receives $95.70 (.638*150)

(Added 12/19)

NEVADA SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL

CHAPTER 12

MILLENNIUM SCHOLARSHIP
GOVERNOR GUINN MILLENNIUM SCHOLARSHIP

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CHAPTER 12

MILLENNIUM SCHOLARSHIP
GOVERNOR GUINN MILLENNIUM SCHOLARSHIP

Section 1. Purpose and Limitations

The protocols set forth in this Chapter guide the administration of the Governor Guinn Millennium Scholarship (GGMS) Policy and Procedures set forth in Title 4, Chapter 18, Section 9 of the *Handbook*. These protocols 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.
(Complete A. 5/17)

Section 2. Eligibility Requirements

The eligibility requirements for the GGMS are set forth in Title 4, Chapter 18, Section 9 of the *Handbook.* Those requirements, along with the following procedures, correspond with the year the student graduated from high school.

1. **High School Grade Point Average (GPA)** – The required GPA is the cumulative GPA (weighted or unweighted) and includes all high school courses and semesters and college courses taken that meet high school graduation requirements. The GPA is not rounded. If a student graduates from a Nevada high school with a diploma, the GPA is final and cannot be modified by coursework taken subsequent to high school graduation. Only coursework calculated in the GPA on the final high school transcript is considered for initial eligibility.

   Grades from college coursework completed during high school will be included in the cumulative college GPA.

2. **Residency** – A dependent student may be a "resident" for GGMS 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. In addition:

   a. Residency determinations shall be made in accordance with Title 4, Chapter 15 of the *Handbook*.
   b. 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 the GGMS, the same grace period will apply to the residency of the parent/guardian.

c. If a military or diplomatic service parent's official state of residency is not Nevada, and the student meets all other eligibility requirements, s/he is exempt from the two-year residency requirement.

3. **Diploma from Program for Adult Learners** – A student who graduates with a diploma from a program for adult learners is eligible for the GGMS if s/he:

   a. Was enrolled in a private or public high school in Nevada with a class regularly scheduled to graduate after May 1, 2000;

   b. Received a high school diploma within four years of the regularly scheduled graduation date of their class; and

   c. Meets all other eligibility requirements.

   All lifetime limits apply effective following the regularly scheduled graduation date.

4. **Appeal** – For appeals of initial eligibility, see Section 10 of this Chapter.

(A. 5/17, 6/18)

Section 3. Certification of Eligibility by High Schools

1. **Identification of New GGMS Scholars** - The following procedures outline the process for identifying new Millennium Scholars each academic year.

   a. For high schools that are part of a Nevada school district, the district transmits a list of students who meet eligibility criteria to the State Treasurer's GGMS Office (Treasurer's GGMS Office). Private and charter high schools not associated with a school district send their lists directly to the Treasurer's GGMS Office. Students who graduate early are eligible for the GGMS upon graduation and confirmation of eligibility.

   b. Students who do not graduate from a Nevada high school, including home-schooled students or otherwise qualified students who graduate from high schools out of state, apply directly to the Treasurer's GGMS Office on forms supplied by the Treasurer's GGMS Office by mail or online.

   c. The Treasurer's GGMS Office places the students identified in paragraphs a and b above who have met all eligibility criteria on a list of eligible students in a GGMS database monitored by the State Treasurer's Office.

   d. The Treasurer's GGMS Office sends follow-up letters to all students identified in paragraphs a and b above with unverified residency or questionable eligibility and requests further information. Based on the additional information provided, a decision is made by the Treasurer's GGMS Office on whether to add the student to the list of eligible students. Students will be notified if they are ineligible.

e. The Treasurer's GGMS Office notifies all eligible students by sending them an "Award Packet" and requests students complete an online acknowledgment process that outlines the eligibility requirements and gives the opportunity to grant permission for the Treasurer's GGMS Office to publicize their names. The Treasurer's GGMS Office also notifies students who were reviewed under paragraphs a and b above, if they are ineligible.

f. The Treasurer's GGMS Office provides an electronic list of eligible students to NSHE System Administration for certification by the Chancellor on behalf of the Board of Regents.

g. NSHE System Administration shares the population of eligible students with its institutions by loading the data to the student information system. Data are updated every weeknight from a file provided by the Treasurer's GGMS Office.

2. **Core Curriculum Requirements**

Nevada school districts and private and charter high schools not associated with a school district shall determine whether the courses taken by a student while in high school, including dual enrollment and dual credit courses, and included on their transcript meet the high school course requirements for eligibility under Title 4, Chapter 18, Section 9.15 (Core Curriculum) of the *Handbook*.

3. **Procedures for Names Submitted in Error**

For student names submitted in error, the award will be rescinded. When student names are submitted in error, the following steps are taken.

a. The student is noted as ineligible in the GGMS database maintained by the Treasurer's GGMS Office.

b. The superintendent of the appropriate school district is contacted by the Treasurer's GGMS Office. School district personnel will notify the student of the error in writing.

c. After receiving a copy of the district's letter, the Treasurer's GGMS Office sends a certified letter to the student as follow-up.

d. If funds have been expended:

   i. The Treasurer's GGMS Office confirms that the student signed or submitted online the *Acknowledgment of Award* form. (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.")

   ii. The Treasurer's GGMS Office prepares a certified letter requesting repayment of funds to the State Treasurer's Office.

e. A "memo of record" is prepared for the Treasurer's GGMS Office files containing the following information:

   i. Name of district/superintendent;

ii. Name of high school;

iii. Student's name/address;

iv. Dates/log of contact with district personnel; and

v. Copies of district/GGMS Program letters.

(Complete A. 5/17, 6/18)

Section 4. Enrollment Requirements for Receipt of GGMS Funding

1. **Credits and Courses -** A student must enroll in at least 9 semester credits at an eligible community college or 12 semester credits at another institution. In order to be counted toward a student's enrollment level for GGMS funding, credits must apply to the declared undergraduate program of study.

    a. Credit hours associated with remedial/developmental courses are applied toward semester credit hour eligibility requirements, provided course content is high school level or higher. (See *Title 4, Chapter 18,* Section 9.11 of the *Handbook* regarding funding for remedial courses.)

    b. Repeat/retake courses are eligible for GGMS funds and will be included in the institutions' export process.

    c. Correspondence courses, credit-by-examination and audited courses do not count toward semester credit hour eligibility requirements.

    d. Graduate level courses may count toward semester credit hour eligibility requirements and approved for payment only if the course applies to the student's undergraduate program of study. Institutions must maintain documentation of payment for graduate credits. Because the export process only picks up undergraduate credits, once the final grades are posted, the reporting institution must submit an *Authorization to Correct Student Record* form to the Treasurer's GGMS Office, along with documentation of all eligible credits completed with the resulting GPA.

2. **Degree-Seeking Program** – Except as otherwise provided for co-enrolled students under subsection 7 of this Section, institutions should encourage Millennium scholars upon admission to declare a program of study leading to a certificate, associate or bachelor's degree. GGMS recipients must be enrolled in a degree-seeking program for any semester of payment or reinstatement, including summer.

3. **Graduation from Undergraduate Program –** Students may continue to utilize their GGMS after graduation with a certificate, associate's or bachelor's degree, provided they re-enroll in a new program of study as an undergraduate degree-seeking student and have not exceeded their GGMS balance or years of eligibility. The GGMS may not be awarded to students enrolled in graduate degree programs (see Subsection 1 of this Section regarding graduate credits, not to be confused with graduate programs).

4. **National Student Exchange and Study Abroad –** National Student Exchange and Studies Abroad participants may receive GGMS funds if their credits are registered at an eligible institution. The students must register for credits, pay and be counted toward FTE at the institution.

5. **Transferring between Institutions**

    a. **Eligible Institution** – A student receiving a GGMS who transfers to another eligible institution shall continue the GGMS provided that the student maintains eligibility as defined in Section 11 of this Chapter. After transferring, a student must meet all the conditions of Section 11 of this Chapter at the new institution in order to remain eligible for the GGMS.

    b. **Non-Eligible Institution** – A student transferring from a non-eligible institution to an eligible institution will receive the GGMS if s/he is eligible under Section 2. After transferring and activating the GGMS, students must meet all conditions of Section 11 of this Chapter at the eligible institution in order to remain eligible.

6. **Enrollment at Multiple Institutions (Co-Enrollment)**

    a. **Definitions**

        i. “Home institution” is the eligible college/university at which the student is enrolled in a program of study leading to a recognized degree or certificate.

        ii. “Host institution” is any eligible institution where a student may be co-enrolled in coursework and the credits will be transferred back to the home institution.

    b. **Credits** – Millennium recipients who co-enroll at two institutions must enroll in 12 credits per semester in order to be funded under a co-enrollment agreement. This does not preclude a Millennium Scholar from enrollment in more than 12 credits, however up to a maximum of 15 credits are considered for funding eligibility purposes. For students requesting funding under a co-enrollment agreement:

        i. A co-enrollment agreement may cover enrollment at two eligible institutions only.

        ii. In cases where the student is degree-seeking at only the home institution, credits taken at the host institution must apply to the declared undergraduate degree program at the student’s home institution and the student must transfer the credits back to the home institution.

        iii. In cases where the student is degree-seeking at both the home and host institution, credits taken at both institutions must apply to the declared undergraduate degree program at either institution.

        iv. Remedial coursework that is part of the student’s regular course of study may also count toward the 12-credit requirement for co-enrollment with the approval of the home institution.

c. **Degree-Seeking Program at Home Institution** – In the case of a student who is co-enrolled and who has an approved co-enrollment form on file with the home institution, the student must be enrolled in a degree-seeking program at the home institution. An approved co-enrolled student is not required to be enrolled in a degree seeking program at the host institution.

d. **Funding**

   i. Millennium scholars may be funded to a maximum of 15 credits per semester across all eligible institutions.

   ii. In order to be funded as a co-enrolled student, the student must submit a co-enrollment form as early as possible, but no later than the end of the semester to which it applies, and it must be approved by the home institution.

   iii. In absence of a co-enrollment form, when Millennium recipients are enrolled at two community colleges, meet the minimum 9 credit requirement at each institution and are degree-seeking at each institution, the students may be funded at each institution, but are limited to a total award for both institutions of 15 credits per semester. In this case, the institution disbursing Millennium funds first shall pay the student for the total number of credits at that institution, and the second will pay the student for remaining eligibility, if any, up to a maximum of 15 credits.

e. **Eligibility and GPA** – Effective Spring 2007, if a student (1) informs either the home institution or the Treasurer's GGMS 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, at the student's request, be re-calculated to include coursework from both institutions in order to remove the strike. Institutions will be asked to calculate the combined semester GPA. If the result is equivalent to or exceeds the required GPA, the student will be considered eligible, assuming all other criteria are satisfied. The financial aid director or designee at the home institution must submit this information in writing via the *Authorization to Correct Student Record* form to the Treasurer's GGMS Office, and data will be manually entered into the GGMS database.

f. **Individual Student Agreement –** The GGMS Co-Enrollment Agreement is for an individual student. There is no blanket agreement between institutions. The centralized database of the GGMS 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 semester for which the student is requesting funding. The home institution verifies the student's enrollment at its institution. If the student meets the requirements, the home institution pays only for the credits in which the student is enrolled at its campus. The form is faxed to the host institution for payment for the credits in which the student is enrolled at that institution. Both approvals are sent to the Treasurer's GGMS Office by the host institution to monitor the total enrollment and completion of credits and GPA earned by the student at the two institutions. This is a manual process that falls outside the automated procedure for GGMS eligibility, disbursement, and reconciliation.

(Complete A. 5/17)

Section 5. Lifetime Limits

1. The maximum total GGMS award is $10,000. At the end of the fall and spring semesters, the remaining balance is updated in the student information system based on data sent by the Treasurer's GGMS Office. Summer disbursements are recorded in the student information system from October through November.

2. Students may receive a Millennium Scholarship disbursement during the six academic years following their high school graduation date. If a student does not use his/her GGMS immediately after high school, he/she will remain eligible as long as he/she meets continuation requirements and activates his/her GGMS during the six year limit. The expiration date occurs immediately after the spring semester in the sixth year (May 31).

3. An exception to the limitations of this Section is made for time served on active duty as a member of the United States Armed Forces, or for participation in a charitable mission or assignment of a religious or public service nature. Paid employment for a church, non-profit, or public agency does not qualify a student for an extension. Eligible students must complete the Application for Extension and return it along with official documentation to the NSHE Department of Academic and Student Affairs. A partial year of service will be rounded up to a full year. Extensions not to exceed six years will extend to May 31 of the extension year.

(Complete A. 5/17)

Section 6. Students with Disabilities

1. Students who have a documented temporary or permanent physical or mental disability or who were previously subject to an individualized education program (IEP) 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 GGMS eligibility criteria:

    a. Six year application limitation following high school graduation and the time limits for expending funds set forth in Section 5 of this Chapter; and

    b. Minimum semester credit hour enrollment levels set forth in Sections 4 and 11 of this Chapter.

2. **Funding** – To receive funding under a reduced credit load, students must submit to the institution's disability resource center (DRC) the *Millennium Students with Documented Disabilities* form by the end of the semester for which they are seeking funding. The completed form will be sent directly from the DRC to the financial aid office, where the Millennium award will be processed. The financial aid office will share the completed form securely with the Treasurer's GGMS Office.

Should the student begin the semester under regular funding criteria and then submit the form after receiving a GGMS, funding may be reduced and the student's full refund (if applicable) will be returned to the Treasurer's GGMS 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 *Millennium Students with Documented Disabilities* form is submitted for the current semester, the student may request a revision to be done on a case-by-case basis provided this determination is made before the end of the semester.

(Complete A. 5/17)

Section 7. Summer School

1. GGMS recipients may enroll in and receive the GGMS for summer semester as long as they meet all continuation requirements. In order to be counted toward a student's enrollment level for GGMS funding, credits must apply to the declared undergraduate program of study.

2. In addition, to receive funding for summer, students must have either received the GGMS at an eligible institution during the spring prior or the following fall semester. Students may be funded from .5-15 credits. This exception to the minimum number of credits applies to summer enrollment only.

3. Students must pre-pay for summer courses and then are reimbursed the same per credit amount as for fall and spring terms (up to 15 credits system wide), for courses passed with a grade of "D minus" or better, regardless of semester or overall GPA. There are no minimum enrollment requirements for summer funding. Further, students cannot lose eligibility based upon summer semester work. Institutions reimburse students for summer courses beginning after the completion of all summer terms at the respective institution and should complete reimbursement by October 1. Reimbursement after October 1 may be made on a case-by-case basis.

(Complete A. 5/17)

Section 8. GGMS Award Amounts

1. A single semester's total disbursement may not exceed the cost of 15 credits at the appropriate per-credit rate as defined in *Nevada Revised Statutes* 396.934 across the NSHE and other eligible institutions.

2. If a student who is not officially approved for co-enrollment is enrolled in 12 credits at a four-year institution (state college or university) and also at the community college, the community college must reverse the student's GGMS award for that term because the dollar-per-credit rate is higher at the university or state college. If the student is enrolled at two community colleges in a minimum of 9 credits at each institution, the colleges must follow the procedure described in Section 6(c) of this Chapter. If the student is enrolled at two four-year institutions, the first distribution takes precedent (unless the student withdraws from one of the institutions during the 100 percent refund period, in which case funding is reversed at the institution where the withdrawal occurred).

3. 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 9 or 12 credit enrollment requirements.

4. Students are required to pay for any costs above the amount of the GGMS received.

5. It is the responsibility of the student to notify the institution if the student chooses not to use the GGMS for a given semester. This must be done each semester, and prior to the end of the 100 percent refund period. Students may not "refuse" their GGMS after the end of the 100 percent refund period. Institutions must document that the student refused their GGMS.

6. After the Treasurer's GGMS Office confirms eligibility data for continuing students, institutions may begin packaging for the next award year (usually in mid-June). The NSHE Department of Academic and Student Affairs will forward the notification to the appropriate campus personnel.

7. 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 15 credits per semester, across all eligible institutions. Awards will be adjusted up or down, as necessary, through the end of the 100 percent refund period. After the end of the refund period, awards may only be adjusted up based on enrollment changes. For instructions on how to treat refunds after the 100 percent refund period, see Section 13 of this Chapter.

8. 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 should not be sent to students, however, until other financial aid residual checks are sent.

9. Institutions are not required to pay a student who was not previously funded for the semester if it will cause the student to lose eligibility. In these cases, the institution will work with a student requesting funding to be sure they understand the consequences of a late disbursement on continuing eligibility for the GGMS.

(Complete A. 5/17)

Section 9. Cost of Attendance

1. Eligible students receive a GGMS award calculated at a per semester credit based on the type of eligible institution they attend. Millennium funds that exceed the cost of fees or that are awarded to a student receiving other aid that covers fees may be used for registration fees, course 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 costs defined under federal financial aid guidelines. There is no requirement that institutions assign a priority order for applying Millennium funds to the student account.

2. In no case may the GGMS be awarded when the award will cause the student's total financial assistance to exceed the cost of attendance at the eligible institution the student attends. However, loans or other "self-help" aid should be reduced wherever possible to accommodate a Millennium award.

(Complete A. 5/17)

Section 10. Appeals of Initial Eligibility

See Section 2 of this Chapter for eligibility requirements.

If a student is not on the eligibility list provided by the Treasurer's GGMS Office to NSHE and wants to appeal the decision that the student is ineligible, the student shall complete an *Initial Eligibility Appeal* Form and return it to the NSHE Department of Academic and Student Affairs for tracking and reviewing appeals.

1. **Documentation** – The Department of Academic and Student Affairs may request additional information necessary to review the appeal. For problems related to GPA, Proficiency Examination Scores, or ACT/SAT scores, documentation must be submitted to the NSHE Department of Academic and Student Affairs by the official agency providing the scores:

    a. GPA - high school/school district (via official transcript);

    b. Proficiency Examination Scores - high school or State Department of Education, as appropriate (or official transcript); or

    c. ACT/SAT - the testing agency (via score report).

    For problems concerning residency or other criteria resulting in ineligibility, the student and parent/guardian provide evidence of eligibility.

2. **Timing of Appeal –** A student may not appeal after more than six years following the student's regularly scheduled graduation date. However, students whose initial eligibility appeals are approved are only entitled to reimbursement for years for which the annual reconciliation has not been completed (see Section 14 of this chapter for discussion of the annual reconciliation).

3. **Review of the Appeal** – The Department of Academic and Student Affairs may uphold the decision that the student is ineligible or determine the student is eligible based on the facts of the case.

4. **Notification to Student of Action** – NSHE Department of Academic and Student Affairs notifies the student and the Treasurer's GGMS Office of the action on the appeal.

5. **Millennium Scholarship Office** – If the student becomes eligible, the Treasurer's GGMS Office adds the student to the list of GGMS recipients.

(Complete A. 5/17, 6/17, 9/17)

Section 11. Maintaining GGMS Eligibility

1. Students must maintain minimum eligibility and continuation requirements under Title 4, Chapter 18, Section 9.14 (Maintaining Scholarship Eligibility) of the *Handbook*, based upon their high school graduation date. See Section 12 of this Chapter for regaining eligibility.

2. Students enrolling in a combination of remedial and non-remedial courses must satisfactorily complete credit hour and GPA requirements on all of their semester enrollments (including remedial credit hours where a letter grade is issued by the institution).

   Effective Fall 2006, if a student (1) informs either the institution or the Treasurer's GGMS 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 instructor is able to provide a letter grade for the course. 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 or designee 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 Millennium database system.

3. Data for all enrolled Millennium students are extracted from the student information system in a week nightly batch process coordinated by NSHE System Computing Services (SCS). Data are sent to the Treasurer's GGMS Office on the following schedule:

   Summer: October 1 through November 30
   Fall: December 31 through April 30
   Spring: May 31 through July 31

4. After the last day data are sent for a semester, if institutions make any updates to credits, GPA or disbursement on that semester, they must complete an *Authorization to Correct Student Record* form and transmit it to the Treasurer's Office. The Treasurer's Office staff will send an e-mail to the institution confirming the correction. If the update is related to an institutional 100 Percent Refund Appeal, they must instead submit the *100 Percent Refund* form.

5. Institutions may continue to make adjustments via these forms until the end of the annual reconciliation for that semester, 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. The GGMS fiscal year runs from the start of summer semester through the end of the spring semester of the following year. The annual reconciliation deadline is January 31 of the following year. If an institution approves a 100 percent refund after the reconciliation, eligibility for that student is updated, but disbursement information is not affected. See Section 13 of this Chapter for details.

6. In the case of irregular semesters, credits for the irregular semester are reported according to institutional practice.

(Complete A. 5/17, 6/18)

Section 12. Regaining GGMS Eligibility

1. **Meet Eligibility Requirements** – Eligibility may be reinstated according to Title 4, Chapter 18, Section 9.16 (Regaining Scholarship Eligibility) of the *Handbook*.

2. **Co-Enrollment** – The co-enrollment agreement may not be used to allow students to regain eligibility.

3. **Students with Disabilities** – Students with disabilities may regain eligibility under a reduced credit load, noted on the *Millennium Students with Documented Disabilities* form each semester, to be completed by the institution's DRC and financial aid office and sent to the Treasurer's GGMS Office as provided in Section 6 of this Chapter.

(Complete A. 5/17)

Section 13. Refund Procedures if Student Drops Courses

1. **Classes Dropped During Regular 100 Percent Refund (Add/Drop) Period**

   Any refund that would normally be given to a student who has withdrawn from courses for which GGMS support has been given, shall be transferred to the GGMS 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 GGMS may not be used to "pay" late fees during the refund procedure.

2. **Classes Dropped After the 100 Percent Refund (Add/Drop) Period**

   a. **No Federal Financial Aid** – If the only funding sources are the student's actual contribution and the GGMS contribution and the student receives a refund due to dropping classes, the total amount of the resulting refund is transferred to the GGMS trust, administered by the State Treasurer, up to the amount of the actual disbursement for the semester. 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. In other words, the Millennium award is adjusted first before any of these funds are returned.

   b. **Federal Financial Aid –** When the funding sources are Pell Grant or other Title IV aid and the GGMS contribution, and the student receives a partial refund due to dropping classes, federal regulations are preeminent. In this case, all financial aid funds are reverted to the federal government, per federal guidelines.

      i. If there are no funds remaining after the return of federal funds, the student's Millennium account would continue to show the Millennium payment for that semester, the student would be classified ineligible for the GGMS, and a strike would be applied.

ii. 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 GGMS Trust Fund, administered by the State Treasurer, up to the amount of the actual disbursement. In this case, the student's Millennium account would show the Millennium payment for that semester, minus the refund, the student would be classified ineligible for the GGMS, and a strike would be applied.

iii. In some situations, a student may receive a partial refund equal to or greater than the Millennium award. In these instances, the total award is returned and the student retains eligibility.

3. **100 Percent Refund Exception Approval**

a. When a student who receives a Pell Grant or other Title IV aid in addition to the GGMS is granted institutional approval for an exception to the 100 percent refund deadline, the practice differs from subsection 2 above. 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 GGMS Trust Fund. In such cases, the student's Millennium account would continue to show funds expended for the semester; however, in keeping with the intent of the campus appeal determination, the student's account would be manually adjusted to indicate that the student is currently eligible. Institutions complete the *100 Percent Refund* form and send it to the Treasurer's GGMS Office, along with appropriate documentation.

b. In the case of a student who receives a 100 percent refund after the "Annual Reconciliation" deadline, documentation is submitted to the Treasurer's GGMS 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 Millennium account would continue to show funds expended for the semester; however, the student's account would be manually adjusted to indicate that the student is currently eligible.

4. **Check Returned or Not Cashed**

When 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 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 is not 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 is closed, and the institution has been unsuccessful in contacting the student, the monies may be retained by the institution and transferred to the fee distribution account. No adjustment is made to the student's Millennium disbursement.

c. Under no circumstances may a student be allowed to repay the GGMS after the 100 percent 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.

(Complete A. 5/17)

Section 14. Office of the State Treasurer-Distribution of Funds

1. According to the calendar maintained by the Department of Academic and Student Affairs pursuant to Section 15 of this Chapter and upon request of the NSHE System Administration, each NSHE institution will summarize the total Millennium disbursements to date 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 submit an invoice to the Treasurer's GGMS Office.

   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 calendar maintained by the Department of Academic and Student Affairs pursuant to Section 15 of this Chapter.

3. The Treasurer's GGMS Office 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, NSHE System Administration is provided with a Millennium disbursements report, which will be forwarded to the institutions for comparison with actual disbursements. Errors/discrepancies will be accounted for in the "Annual Reconciliation."

6. On February 1, following the end of the Annual Reconciliation Process, a final funding request will be made based on the Millennium disbursement report. Prior to that date, System Administration will request from the State Treasurer's Office a reconciliation file.

Error/discrepancies/adjustments must be reported to the Treasurer's GGMS Office on or before the last working day of January. The final advancement of funds for the fiscal year is based on the annual reconciliation process.

7. After the "Annual Reconciliation" is completed on January 31, no funding adjustments will be made regardless of the circumstances.

8. "One-time" clean ups may be approved on a case-by-case basis jointly by the State Treasurer and NSHE Chancellor or their designees to occur outside the normal annual reconciliation period for purposes of correcting substantial accounting discrepancies between the State Treasurer and NSHE institutions. The clean-up process is not intended to be used to fund students who were previously not funded for closed years.

(Complete A. 5/17)

Section 15. GGMS Forms and Calendar

Forms related to the GGMS will be maintained by and available through the State Treasurer's Office. The NSHE Department of Academic and Student Affairs shall maintain a calendar with dates for the administration of the GGMS on the NSHE website.
(Complete A. 5/17)

NEVADA SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL

CHAPTER 13

IDENTITY THEFT PREVENTION PROGRAM (RED FLAG RULES)

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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)

SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL

CHAPTER 14

EXPORT CONTROL AND ECONOMIC SANCTIONS POLICY

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CHAPTER 14

EXPORT CONTROL AND ECONOMIC SANCTIONS POLICY

Section 1. Purpose

Export control and economic sanctions regulations address the export of proprietary, confidential or restricted items, information, services and software, as well as interactions with embargoed or sanctioned countries, organizations and individuals. They exist to protect the national security, foreign policy and economic interests of the United States. The purpose of the Nevada System of Higher Education policy is to ensure compliance with federal export control and economic sanctions regulations.
(Added 9/15)

Section 2. Policy Statement and Institution Policies

NSHE and its institutions, employees and students will comply with all U.S. export control and economic sanctions laws and regulations, including obtaining any required export licenses, for the transfer of export- controlled materials, data, technology, or equipment to a foreign national, either in the U.S. or abroad. Each NSHE institution is required to formalize a written policy addressing export control and economic sanctions regulations and institutional compliance procedures in the following areas:

a. Research conducted by NSHE faculty and students on campus and abroad (to include foreign visitors, volunteers and facility users on campus);
b. Items shipped outside the U.S.;
c. International Programs – includes students and faculty studying or teaching abroad;
d. Purchasing/Accounting (vendor payments);
e. Sponsored Projects/Technology Transfer;
f. Human Resources; and
g. Foreign Travel.

Each NSHE institution may in its discretion adopt or modify the Model Institutional Procedure for compliance with federal regulations, which can be found in the Appendix following this policy. The Chancellor has authority to supplement or revise the NSHE Export Control and Economic Sanctions Policy.
(Added 9/15)

Section 3. Federal Agency Regulation and Enforcement

The three main agencies that regulate and enforce the majority of federal export control and economic sanctions regulations are:

3.1 U.S. Department of Commerce - enforces the Export Administration Regulations (EAR) which regulate the export and re-export of most commercial items including “dual-use” items that have both commercial and military or proliferation applications;

3.2 U.S. Department of State - enforces the International Traffic in Arms Regulations (ITAR), which regulate defense articles and defense services; and

3.3 U.S. Department of the Treasury - oversees U.S. economic sanctions and embargoes through its Office of Foreign Assets Control (OFAC) and prohibits the provision of anything of value, either tangible or intangible, to sanctioned countries, organizations or individuals.

(Added 9/15)

Section 4. Controlling Law, Jurisdiction, Exclusions and Exemptions

4.1 Federal regulations supersede any conflicting contractual requirements, state laws or regulations and any institutional policies or procedures that are in conflict with federal regulations. Only the federal agencies responsible for the export control and economic sanctions regulations have the authority to make determinations and issue licenses. Neither the institution nor a sponsoring entity has such authority.

4.2 In accordance with federal regulations, the following are excluded or exempt from export controls:

4.2.1 Fundamental Research.

Fundamental research (basic or applied research in science and/or engineering at an accredited institution of higher learning in the U.S. resulting in information that is ordinarily published and shared broadly within the scientific community) is excluded from export control regulations. This means that the intellectual product of fundamental research (publishable results) is excluded from export controls. However, tangible items resulting from fundamental research (prototypes, materials, some encryption software, etc.) are not excluded and authorization may be needed for export.

Research will not qualify for this exclusion if: (1) the institution or investigator accepts any restrictions on the publication of the information resulting from the research, other than limited prepublication review by research sponsors to ensure that proprietary information is not inadvertently disclosed in publication or to ensure that publication will not compromise the patent rights of the sponsor; or (2) the research is federally funded and specific access and dissemination controls regarding the resulting information have been accepted by the Institution or investigator. This exclusion also applies to research conducted by scientists or engineers working at other institutions and includes research conducted at the Desert Research Institute.

The fundamental research exclusion: (1) applies only to information; and (2) does not apply to a sponsor's existing proprietary information when some or all of that information is required to be held confidential.

Note: Research performed at the Desert Research Institute may qualify as exempt corporate fundamental research in accordance with 15 CFR 734.8(e) to the extent that the DRI researchers are free to make scientific and technical information resulting from the research publicly available without restriction or delay based on proprietary concerns or specific national security controls.

4.2.2 Educational Instruction. Export control regulations do not apply to information released in academic catalog-listed courses or in teaching labs associated with those courses. Material released in catalog courses is considered publicly available, and therefore excluded from U.S. export controls, by delivery in instruction at universities in the U.S. or abroad, except for:

a. Some encryption software ;
b. Principles not commonly taught ; and
c. Sensitive nuclear technology

4.2.3 Information in the Public Domain/Publicly Available.

Information that is published and generally available to the public, as well as publicly available technology and some encryption software, is outside the scope of the export control regulations. This exclusion does not apply to information if there is reason to believe it may be used for weapons of mass destruction, or where the U.S. government has imposed access or dissemination controls as a condition of funding.

Public Domain is defined as information that is published and generally accessible to the public: (1) through sales at newsstands and bookstores; (2) through subscriptions available without restriction to anyone who may want to purchase the published information; (3) through second-class mailing privileges granted by the U.S. Government; (4) at libraries open to the public or from which the public can obtain documents; (5) through patents available at any patent office; (6) through unlimited distribution at a conference, meeting, seminar, trade show or exhibition that is generally accessible to the public and is in the United States; (7) through public release (i.e., unlimited distribution) in any form (not necessarily published) after approval by the cognizant U.S. government department or agency; and (8) through fundamental research.

4.2.4 Exemption for Disclosures to Bona Fide Full-time Employees (ITAR-regulated research only).

ITAR regulations exempt disclosures of unclassified technical data in the U.S. by U.S. universities to foreign nationals where 1) the foreign national is a bona fide full-time regular employee, 2) the employee's permanent abode throughout the period of employment is in the U.S., 3) the employee is not a national of an embargoed country, and 4) the institution informs the employee in writing that information disclosed may not be disclosed to other foreign nationals without governmental approval. Most graduate students are not regular full-time employees and disclosures to them will not qualify for this exemption.

4.3 Economic Sanctions. The U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) administers a number of different sanctions programs. The sanctions can either be comprehensive or selective, using the blocking of assets and trade restrictions to accomplish foreign policy and national security goals. Prohibited transactions are trade or financial transactions and other dealings, such as providing services, in which U.S. persons may not engage unless authorized by OFAC or expressly exempted by statute.

The list of embargoed and sanctioned countries and entities is updated frequently. A summary of each particular embargo or sanctions program may be found under the Resources tab on OFAC's website: http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx.

To avoid participating in transactions with prohibited entities, NSHE institutions should reference OFAC's list of Specially Designated Nationals and Blocked Persons ("SDN List"). Examples of activities that may require a license from OFAC include:

a. Importing items from a sanctioned country, such as samples for analysis;
b. Attending a conference in a sanctioned country;
c. Exporting, re-exporting, the sale or supply of items or technology to a sanctioned country;
d. Engaging in a transaction involving a Specially Designated National or other prohibited entity;
e. Providing a service to a sanctioned country or Specially Designated National.

(Added 9/15)

Section 5. Explanation of Terms

5.1 Export. Definitions of exports differ slightly between the ITAR and EAR. The ITAR definition includes sending or taking a defense article out of the United States; disclosing (including oral or visual disclosure) or transferring technological data to a foreign person, whether in the United States or abroad; and performing a defense service on behalf of, or for the benefit of, a foreign person, whether in the United States or abroad.) The EAR definition includes an actual shipment or transmission of items subject to the EAR out of the United States, and any release of technology or software subject to the EAR to a foreign national.

5.2 Employee. All institution employees, full-time and part-time; including student employees, consultants, visitors, and others using institution resources.

5.3 Empowered Official (EO). A U.S. citizen who is legally empowered in writing by an institution to sign export license applications or other requests for approval on behalf of the institution. The EO must understand the provisions and requirements of the various export control statues and regulations, and the criminal liability, civil liability and administrative penalties for violating the laws and regulations. The EO has the independent authority to inquire into any aspect of a proposed export, verify the legality of the transaction and the accuracy of the information to be submitted, and refuse to sign a license application or other request for approval without prejudice or other adverse recourse.

5.4 Export Control Officer (ECO). A person who is identified formally at an institution for purposes of institutional compliance with export control regulations. It is not the role of the ECO to determine what research or activities academic and institution research personnel may engage in. Such a determination will fall to the individual's college, department or unit, and the Office of the VP for Research.

5.5 OFAC Terms:

5.5.1 Embargo. An embargo is the complete or partial limitation of trade and commerce with a particular country or group of countries. Under OFAC regulations, a sanction or embargo may include prohibitions on imports and exports of items, as well as services.

5.5.2 Sanction. An economic sanction is a ban on certain types of trade. Under OFAC regulations, a sanction or embargo may include prohibitions on imports and exports of items, as well as services.

5.5.3 Specially Designated National (SDN). OFAC publishes a list of individuals, research organizations, and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists non country-specific individuals, groups and entities, such as terrorists and narcotics traffickers targeted under the different sanctions programs. Designated individuals, research organizations, and companies are called "Specially Designated Nationals" or "SDNs." Their assets are blocked and U.S. persons are generally prohibited from dealing with them. The SDN List is frequently updated.

(Added 9/15)

Section 6. Authority of Empowered Official and Export Control Officer

The institution president shall appoint or approve the appointment of an ECO and EO for purposes of compliance with U.S. export control regulations. Both ECO and EO shall receive authority from the institution president to perform his/her job duties to help ensure the compliance with all applicable federal laws and regulations. The ECO and EO may be the same individual.
(Added 9/15)

Section 7. Implementation of an Export and Economic Sanctions Compliance Program

Export control and economic sanctions regulations affect many areas across campus. To implement this Policy, the ECO/EO shall work with the appropriate vice presidents, college deans, department heads, directors, the Compliance Office, and the Office of Legal Affairs or General Counsel to implement procedures that comply with the export control regulations.
(Added 9/15)

Section 8. Sanctions – Disciplinary Action

8.1 Sanctions. The federal laws and regulations governing export control provide for criminal and civil sanctions against the institution and against individuals.

8.1.a Export Administration Regulations (EAR).

The EAR contain criminal and civil sanctions, which include fines up to $1,000,000 or two times the value of the exports for each violation, and up to 10 years in prison for each violation or both. Additionally, for each violation of the EAR the following may be imposed:

1. Denial of export privileges; and/or
2. Exclusion from practice; and/or
3. Seizure/forfeiture of goods

8.1.b International Emergency Economic Powers Act (IEEPA).

The IEEPA contains criminal and civil sanctions, which include fines up to $1,000,000 or five times the value of the exports for each violation, and up to 20 years in prison for each violation, or both. Additionally, for each violation of the IEEPA the following may be imposed:

1. Denial of export privileges; and/or
2. Exclusion from practice; and/or
3. Seizure/forfeiture of goods.

Note: Penalties associated with violations of EAR currently fall under the purview of the IEEPA, pending reauthorization of the EAR.

8.1.c International Traffic in Arms Regulations (ITAR).

The ITAR contain criminal and civil sanctions, which include fines up to $1,000,000 or five times the value of the exports for each violation, and up to 10 years in prison for each violation, or both. Additionally, for each violation of the ITAR the following may be imposed:

1. Denial of export privileges; and/or
2. Seizure/forfeiture of goods.

8.1.d Office of Foreign Assets Control (OFAC). The OFAC regulations contain criminal and civil sanctions, which include fines up to $1,000,000 or five times the value of the exports for each violation, and up to 20 years in prison for each violation, or both. Additionally, for each violation of the OFAC regulations, the seizure and forfeiture of goods may result.

8.2 Disciplinary Action.

In addition to civil and criminal penalties that may apply under applicable laws to individual institution personnel/students and to the institution, violation of export control laws and regulations may subject the violator to remedial or disciplinary action by in accordance with the Board of Regents' Code, Title 2, Chapters 6, 8 and 10, and applicable institutional policies procedures for misconduct, up to and including termination or dismissal.

(Added 9/15)

Section 9. Training Requirements

All ECO/EOs and any other individuals with responsibility for export control matters shall receive training in export control and economic sanctions regulations and procedures.
(Added 9/15)

Section 10. Model Institutional Guidelines

Model Institutional Guidelines for Compliance with U.S. Export Control and Economic Sanctions Regulations are provided in the Appendix to this policy. These Model Guidelines include the essential elements that should be a part of each institution's overall export control effort. Institutions may adopt the Model Guidelines in their entirety or may modify or supplement them as appropriate in light of the institution’s activities that are subject to export control and economic sanctions regulation.
(Added 9/15)

Appendix

Nevada System of Higher Education
Model Institutional Guidelines for Compliance with U.S. Export Control and Economic Sanctions Regulations

1. Purpose.

   This policy is intended to help ensure compliance with the Nevada System of Higher Education (NSHE) Export Control and Economic Sanctions Policy set forth in the *Procedures and Guidelines Manual* (PGM), Chapter 16, and with federal export control and economic sanctions regulations. All faculty, staff, students and visitors must comply with this policy, as well as all applicable export control regulations, including obtaining any required export licenses as appropriate. In the event any terms of these guidelines conflict with any export control law, then the export control law will prevail.

2. Background.

   The export of certain technologies, software and hardware is regulated and controlled by federal law for reasons of national security, foreign policy, prevention of the spread of weapons of mass destruction and for competitive trade reasons. Employees, students and visitors are required to comply with the U.S. export control laws and regulations, including those implemented by the Department of State, through its International Traffic in Arms Regulations (ITAR), the Department of Commerce, through its Export Administration Regulations (EAR), and the Department of the Treasury, through its Office of Foreign Assets Controls (OFAC) (See PGM, Chapter 16).

   While some research conducted on U.S. college and institution campuses is excluded from these regulations under the Fundamental Research Exclusion (as discussed in PGM, Chapter 16, Section 4) and is considered to be in the public domain, research involving specified technologies controlled under the EAR and/or ITAR, or transactions and exchanges with designated countries, individuals and entities, may require the institution to obtain prior approval from the appropriate federal agency before allowing foreign nationals to participate in controlled research, collaborate with a foreign company and/or share research--verbally or in writing--with persons who are not U.S. citizens or permanent residents. The consequences of violating these regulations can be quite severe, ranging from loss of research contracts to monetary penalties and jail time for the individual violating these regulations. (See PGM, Chapter 16, Section 8).

   The export control regulations affect not only research conducted on campus, but also travel and shipping items outside the U.S. Simply traveling to certain sanctioned countries could require a license from OFAC. OFAC sanctions prohibit transactions and the exchange of goods and services with certain countries and with designated persons and entities. Multiple lists of denied individuals and parties are maintained and enforced by federal agencies including the Departments of State, Commerce, and Treasury. Shipping items outside the U.S. as well as taking controlled items on a flight, even if the shipping or traveling is done in the conduct of research, could require a license from these agencies.

   The institution is committed to full compliance with all applicable U.S. export control laws and regulations.

3. Compliance Authority.

   The president shall appoint or approve the appointment of an Export Control Officer (ECO) and Empowered Official (EO) (defined in PGM, Chapter 16, Section 5) for purposes of compliance with U.S. export control laws and regulations. Both ECO and EO shall receive authority from the institution president to perform his/her job duties. The duties and responsibilities of ECO and EO may be assigned to one individual.

4. Implementation of an Export Control Compliance Program.

   The export control regulations affect many areas across campus. To implement this Policy, the ECO/EO shall work with the appropriate vice presidents, college deans, department heads, directors, the Compliance Office, and the Office of Legal Affairs or General Counsel to implement procedures that comply with the export control regulations. Areas, offices, or activities that are affected by export compliance include, but are not limited to:

   a. Research conducted by NSHE faculty and students on campus as well as research projects conducted abroad (also includes foreign visitors, volunteers and facility users on campus);
   b. Items shipped outside the U.S.;
   c. International programs – includes students and faculty studying or teaching abroad;
   d. Office for Purchasing/Accounting (vendor payments);
   e. Office of Sponsored Projects/Sponsored Projects/Technology Transfer;
   f. Human Resources Department; and
   g. Travel Office – for travel outside the U.S.

   The ECO/EO shall develop an institution-specific export controls compliance program that documents and disseminates information on roles, responsibilities, and procedures for identification, approval, licensing, and tracking of items or activities subject to the export control laws. The program should also include record-keeping, awareness training, and procedures for self-assessment and monitoring. Any institution specific procedures must be posted on the institution website.

   Typically, the responsible department/unit for research is the Office of Sponsored Programs or Sponsored Projects or the Office of Research Integrity. However, since export control compliance affects the entire institution, the ECO/EO may report centrally to an administrator such as the provost, dean, Legal Office, or institutional compliance officer or director.

5. Penalties and Disciplinary Action.

   In addition to civil and criminal penalties that may apply under applicable laws to individual institution personnel/students, visitors and to the institution, violation of export control laws and regulations may subject the violator to remedial or disciplinary action in accordance with the Board of Regents' Code, Title 2, Chapters 6, 8 and 10, and applicable institutional policies or procedures for misconduct, up to and including termination or dismissal.

6. Procedures and Guidelines.

   Set forth below are procedures and guidelines regarding:

   a. International travel and/or studies abroad.
   b. Sponsored projects/technology transfer (for research conducted by faculty and students on campus as well as research projects conducted abroad).
   c. On-campus foreign visitors.
   d. International shipping.
   e. Record-keeping.
   f. Restricted or denied party screening.
   g. Export control training.

A. INTERNATIONAL TRAVEL/STUDIES ABROAD.

Institutions' faculty, staff, students, affiliates and volunteers travel internationally as part of institution research, education, service or employment. Where a person travels, what items are being taken, what services are being provided, with whom they are working and the purpose of the trip may present export control concerns for the individual, the institution and NSHE.

1. How do export controls affect my international travel or study abroad program?
   a. Travel to most countries does not usually constitute an export control problem.
   b. Note that laptops and GPS devices may be restricted upon entrance into particular countries, which will mostly affect activities involving equipment, technical software, or technical information in other media, including presentations.
   c. This can apply even to laptops and other widely available technologies.
   d. Information contained within the laptop, such as reports, data, proprietary information may also be subject to export control.
   e. Additionally, certain entities have been placed on "restricted-party" lists that could prohibit us from doing business with them.
2. What do I need to do before leaving on international travel or a study abroad program?
   a. Ensure that your destination is not subject to a boycott or embargo (For the most current list of embargoes countries, visit the U.S. Department of Treasury website).
   b. Review current US Department of Treasury Sanctions[1] and Consolidated Screening Lists[2] if collaborating with foreign colleagues or entities, or for projects that involve collaboration with or providing services or assistance to a foreign country or a government-controlled organization, and to ensure that you don't need government authorization.

[1] ***Go to http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx. and http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx to review country specific sanctions programs.***
[2] ***Go to http://export.gov/ecr/eg_main_023148.asp to review the consolidated screening list.***

c. If it is a restricted country, licenses must be obtained and additional restrictions could apply to the program - this can be a lengthy process, so start as soon as you have all necessary information.
d. If the institution is entering into an agreement or contract with a foreign entity in conjunction with your international travel or study abroad program, restricted party screening should be run prior to entering the agreement or contract to ensure that the entity does not appear on any restricted-party list.
e. If institution property (laptops, PDAs, etc.) is being exported during the study abroad, the equipment must be cleared through the institution ECO/EO.
f. If the study abroad involves conducting or collaborating on research abroad, or the students and/or faculty are planning to take potentially export-controlled research with them, contact the ECO/EO.
g. Contact the institution's ECO/EO about any "red flags" (see Section B.2. Red Flags, below) and issues concerning publication or access restrictions.
h. It may be advisable to take a "scrubbed" laptop out of the country in order to ensure that no export-controlled information is being exported.

3. Restrictions on International Travel Based on the Destination.

   Most international travel does not present export control issues. Other travel scenarios may present an export control concern that the institution can address by documenting that the travel has an exception from export regulations. Travel to countries designated by the federal government for embargo or sanction reasons or travel with export-controlled items may present a need for an export license or other government authorization prior to departure.

   The institution ECO/EO shall assist in evaluating international travel concerns and reduce the impact on international travel plans. Working in advance of travel helps with:

   a. determining whether items, technology and software can be taken or sent internationally without a license;
   b. obtaining an export license; and
   c. reducing the likelihood of a violation of export control and sanction program regulations.

   If an export license or other government authorization is required, it must be received prior to travel.

4. Restrictions on the Items You Can Take With You.
   a. When you leave the U.S., even temporarily, for teaching, research, or to attend a conference, everything you take with you is an export, including electronic devices, software and data. This applies to hand-carried items, materials, and devices. All exports should be screened by the individual(s) designated by the institution to evaluate export license requirements.

b. Research data and information that qualifies for the fundamental research exemption, public domain/publicly available or educational instruction exclusions to the export control regulations can be taken and openly shared or discussed without the need for an export license (e.g., published, educational or research information intended for public distribution, such as a paper being presented at a conference, commercial software, and patent applications). Restrictions on sharing or discussing published or publicly available information in embargoed countries may exist. Contact your ECO/EO to discuss the purpose and scope of any activity in an embargoed country. Prior to travel, verify that your technology, data or information is categorized as fundamental research, public domain/publicly available or educational instruction information.

c. An export license is not usually required for most commercially obtained items and equipment (laptop computers, tablets, cell phones, PDAs containing software), unless you are traveling to or through an embargoed or sanctioned country. For sanctioned countries, an export license will be required. If the information stored on these devices is export controlled, standard export control regulations apply and a license may be required.

d. Without an export license or license exception, you cannot take with you any commodities, software, or technology that are:

    1. Articles, technical data or software controlled under the International Traffic in Arms Regulations (ITAR). For example, a blueprint, document or drawing on your electronic device that is considered ITAR-controlled technical data cannot be taken out of the U.S. without a license;
    2. Classified, controlled unclassified, or export controlled;
    3. Proprietary, confidential, or sensitive;
    4. Specifically designed for military, intelligence, space, encryption software, or nuclear related applications;
    5. Data or information subject to a Non-Disclosure Agreement or that results from a project with contractual dissemination restrictions; or
    6. Computer software or encryption items with export restrictions or access restrictions for non-U.S. persons.

5. Restrictions on Your Activities While in Your Destination Country.

a. Limit presentations, seminars and discussions to topics that are not related to export-controlled commodities, software, or technology unless that information has been published, is currently publicly available or in the public domain, or qualifies as fundamental research.

b. Presenting or discussing proprietary, unpublished, or export-controlled data or information may constitute an unauthorized export.

c. Open seminars are, most likely, appropriate unless they occur in an embargoed or sanctioned country or involve restricted parties.

d. Sharing fundamental research or publically available information with foreign colleagues is allowed as long as the colleagues are not prohibited from receiving the information by the federal government (e.g., Specially

Designated Nationals, employees or representatives of the government of a sanctioned country, or restricted parties).

e. Engaging in research, field work or course instruction outside of the U.S. may not qualify for the fundamental research exclusion and U.S. export control laws and regulations may apply until the work is published or is made publicly available. Prior to providing course instruction or disclosing information resulting from research or field work when outside of the U.S., determine if the information is subject to export control laws and regulations.

f. Payments to persons, businesses or organizations may be prohibited by export control laws and regulations.

g. Institutions and NSHE must not enter into contracts, conduct business, or otherwise participate, directly or indirectly, in any financial activities with any entity or person found on any government issued restricted, blocked, or denied party lists. This may include international subcontracts, purchases from international vendors or payments to research participants.

h. Screening must be conducted to determine if the institution is permitted to do business or provide financial assistance to the individual or entity with whom you will be transacting business (see Section F. Restricted and Denied Party Screening below). The ECO/EO or other designated individual will assist in determining if the financial assistance or transaction is allowed.

6. Restrictions Based on the Laws of the Destination Country.

   Your destination countries have their own import and export control regulations that could affect how you can use the exported items in their country or could restrict your ability to take them out of their country. Once outside or when returning to the U.S., your items and electronic devices may be searched or seized in accordance with the laws of the foreign country.

7. License Exceptions for Temporary Exports/Re-export (TMP) or Baggage (BAG).

   Items such as commodities, software, and technology taken or sent outside of the U.S. may require an export license pursuant to export control laws and regulations. An item's export control classification may mean no license is required to export the item to your destination country. If a license to export your items is not needed, then pursuing a license exception is unnecessary.

   The Export Administration Regulations (EAR) provide an export license exception for the temporary export or re-export of certain items, technology, or software (electronic devices, laptops, cellphones, and PDAs) for professional or personal use as long as regulatory criteria are met. The EAR allow an export license exception for the temporary export (TMP) of qualified "tools of trade." "Tools of trade" is defined as items that are used for institution business, conferences, trade shows, etc. The TMP exception only applies to institution property.

The TMP exception includes items, software and technology that can be: hand carried during your travel (e.g., laptop computers, PDAs, cellular phones); packed in your luggage or baggage; or shipped either before you travel or while you are present in your destination country.

To be eligible for the TMP exception, you must maintain effective control of the item or software during your travel, return the item or software to the U.S. within one year of export, and not take the item to or through Cuba, Iran, North Korea, Syria or (North) Sudan (for the most current list of embargoes countries, visit the U.S. Department of Treasury website).

The BAG exception applies to the temporary export of personal baggage (BAG).

Neither the TMP nor BAG exception applies to:

Satellite or space-related equipment, components, or software regulated by the EAR;

Technology associated with high-level encryption products;

Defense items, technical data, or software regulated by the ITAR;

Nuclear or atomic energy items regulated by the Nuclear Regulatory Commission or Department of Energy; or

Shipping or hand-carrying items, technology or software to countries designated in Country Group E:1 of the EAR (currently: Cuba, Iran, North Korea, Syria, and Sudan. Group E:1 countries are subject to change).

8. Inspection and Safeguarding of Items Taken Abroad.

When leaving or returning to the U.S., customs officials are authorized to search or retain items, technology and software including digital cameras, cell phones, media players, and disk drives to look for violations of laws, including export control regulations.

Safeguard all your items and data appropriately and recognize that if you do not want foreign officials or others to have access to your items, do not take them with you.

If you are contacted by an entity or individual that you know to be on a restricted, blocked, or denied persons list, please record as much information as you can about the incident and contact the Export Control Officer or other designated individual.

B. SPONSORED PROJECTS/TECHNOLOGY TRANSFER (for research conducted by faculty and students on campus as well as research projects conducted abroad).

1. Export Control Review. The following must be adhered to in the export control review:

a. Each research award shall be reviewed for terms of the award or provisions that restrict access to or publication of research and technical data, that limit the participation of foreign nationals in the research effort, or that otherwise render the Fundamental Research exclusion inapplicable. The results of such review

shall be indicated on a checklist or other institution form or through an electronic database designed to facilitate such review. The checklist or other form shall be signed and dated by the individual assigned to perform the review or captured electronically through an electronic routing/approval process.

b. The research sponsor should be contacted to attempt to negotiate the removal or modification of unnecessary provisions in the contract or grant that would destroy the institution's exclusion from export control regulations. If such negotiation does not result in the removal or modification of the identified clauses, the matter will be referred to the ECO/EO for further export control review, including a determination of whether the project falls under the EAR or the ITAR.

c. If the ECO/EO determines the project is export controlled, the principal investigator (PI) shall be contacted to determine if foreign nationals will be utilized on the project, whether as employees or students to work on the project. If the PI confirms the intention to hire foreign nationals, then an export control license from the Department of Commerce or Department of State may be needed depending on the classification of the proposed research. If the project is export controlled, a Technology Control Plan (TCP) will need to be developed to prevent any foreign national from gaining access to the controlled information. The need to develop a TCP will be determined by the ECO/EO. The PI may also choose to close the research effort due to the burdens or restrictions associated with complying with the export control regulations.

d. No work can begin or an account set up under an export-controlled award or proposed award, until a TCP is in place if required and/or any required export control license has been issued.

2. Red Flags. The following are examples of red flags which indicate the possible presence of export control issues:

    a. References U.S. export control regulations (beyond a mere statement to comply with the law);
    b. Restricts access or participation based on country of origin;
    c. Restricts the use of proprietary or confidential information;
    d. Grants the sponsor pre-publication review and approval for matters other than the inclusion of patent or sponsor proprietary/confidential information;
    e. Allows the sponsor to claim the results or data generated in the agreement as proprietary or trade secret;
    f. Involves export-controlled equipment;
    g. Includes foreign sponsors or collaborators;
    h. Travel, shipping, or work outside of the United States;
    i. Military applications of project result;
    j. Subject matter is of a defense, space, bio-chemical nature;
    k. Language suggesting the participation in support of the boycott of Israel by the Arab League.

    All non-U.S. persons must be screened against the specially designated and restricted parties lists (see Section F. Restricted or Denied Party Screening, below). Export-controlled equipment, data, or technology must be identified and a Technology Control Plan (TCP) developed.

3. Technology Control Plan (TCP).

   When export-controlled equipment, data, or technology is identified for a project, the ECO will work with the PI to develop and implement a TCP to appropriately secure the equipment, data, or technology from access by unlicensed non-U.S. persons as necessary. The TCP will include:

   a. A commitment to export control compliance;
   b. Identification of the applicable export controls and items or technologies subject to the controls;
   c. A description of the agreed upon security measures to control the item/technology including as appropriate:
      1. Laboratory compartmentalization
      2. Time blocking
      3. Marking
      4. Locked storage
      5. Electronic security
      6. Confidential communications;
   d. Identification and nationality of each individual who will have access to the controlled item or technology;
   e. Personnel screening measures for granting access to the controlled item/technology; and
   f. Appropriate security measures for disposal of the item/technology when use is complete.

   Before any individual may have access to export-controlled items or technology, he or she must be informed of the conditions of the TCP and agree to comply with the security measures outlined in the TCP.

C. ON-CAMPUS FOREIGN VISITORS.

Non-U.S. visitors to export-controlled projects need to be screened and sign an agreement to ensure that controlled technologies or technical data are not inadvertently released to foreign nationals.

1. General Principle. Principal investigators working on export-controlled projects are responsible for ensuring that export-controlled technology or technical data are not released to visiting foreign nationals during their visits.
2. What is export-controlled Technology or Technical Data?
   a. “Information…required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles” (22 CFR 120.10 of the International Traffic in Arms Regulations (ITAR)). Note that “defense articles” includes essentially all space-based research.
   b. Specific information necessary for the "development," "production," or "use" of a product on the Commerce Control List. (Part 772 of the Export Administration Regulations (EAR)).
   c. It does NOT include information concerning “general scientific, mathematical or engineering principles”

d. It does NOT include information already in the public domain, such as that available through unrestricted publications, unlimited distribution at conferences, or libraries

e. It does NOT include fundamental research "where the resulting information is ordinarily published and shared broadly in the scientific community." However, equipment used to produce the fundamental research may nonetheless be controlled.

f. Technology is "released" when it is:

1. available to foreign nationals for visual inspection (such as reading technical specifications, plans, blueprints, etc.)
2. exchanged verbally, including by correspondence;
3. made available by practice or application under the guidance of persons with knowledge of the technology. (See §734.2(b)(3) of the EAR.)

3. "Visitors" refers to any non-NSHE employee or student; common examples include visiting researchers, company representatives, or members of the media. This guidance is primarily targeted towards short-term visitors, and projects involving export-controlled technologies. Things to consider regarding visitors:

a. Will visitors include non-U.S. citizens?

b. Visitors should be asked to indicate their citizenship before being allowed access to controlled equipment or being included in conversations or presentations that might include technical data. Ideally, visitors should be screened in advance to ensure they are not included on any Denied Parties Lists or if an export control license is required

c. Non-U.S. visitors need to sign a Visitors Agreement or a Visiting Scholar/Scientist Export Compliance Agreement, attached hereto. A copy must be sent to the institution ECO/EO.

d. The person in charge of the visit should ensure that non-US visitors are escorted when visiting facilities with controlled technologies, and are not given keys/keycards, combinations, passwords or other access to research facilities in which export-controlled research is being performed. Escorts are responsible for ensuring that no technical data or controlled equipment are present when non-U.S. visitors are in the area.

4. Restrictions on Involvement of Foreign Visitors:

a. It may be necessary to restrict non-U.S. visitors from participating in particular activities that would expose them to export-controlled technology or technical data (or obtain an export license for them). This may mean that you need to have secondary screening for certain meetings, briefings, or demonstrations. In these circumstances, it may be easier to provide color-coded visitor tags, so that it's more readily apparent who cannot attend these restricted activities.

b. If you have questions, contact the institution ECO/EO.

D. INTERNATIONAL SHIPPING.

International shipping is subject to export and import controls, duties, taxes and regulations of the 196 countries -- each different from the others. Fines, payment of unnecessary taxes, confiscation, or incarceration can all result.

a. Exports.

Everything that crosses the border is an export:

- even if it's temporary;
- even if it wasn't sold;
- even if it will be used for research.

If you're shipping to destinations outside the U.S., remember - once an international shipment is on the way, it's difficult to fix it if there are problems. Delays, unexpected costs, or worse can result.

The institution is the shipper of record, responsible for shipping correctly and getting the paperwork right. FedEx, UPS, DHL, and any freight forwarder may help or offer advice, and they record the shipment in the government's Automated Export System, but if there's a problem, it's institution's problem, not theirs. When an export-controlled item is shipped, the documents must be retained in accordance with standard export control record-keeping regulations as it documents an export control transfer.

Most items, as well as some software and information, are subject to U.S. export controls. The impact of these controls on a particular shipment depends on the item, the country it's being shipped to, the entity or individual who will receive it, and the use to which it will be put. OFAC shall be contacted and involved in any shipments destined for an embargoed country.

There are additional U.S. restrictions on transactions - including but not limited to shipping - with certain countries, entities, and individuals, and restricted arty screening of all end-party recipient institutions and/or individuals is required.

Some items are hazardous, and need to be packaged and labeled appropriately, such as: biologicals; chemicals; batteries and fuel cells; and radioactive materials.

Bear in mind that every export from the U.S. is an import somewhere else - your shipment will need to go through Customs in the destination country. Some items may be prohibited or require prior authorization. Some items may incur duty or VAT costs.

b. Imports.

If you expect to receive a shipment from outside the US, remember all incoming shipments are cleared by U.S. Customs, with varying (and unpredictable) levels of scrutiny.

Some items are restricted at the Customs stage, such as: biological specimens; certain fish and wildlife, and products made from them; fruits, vegetables, plants, seeds, soil; and items from some restricted countries such as Cuba, Iran, Myanmar, and most of Sudan

Some items are restricted at the delivery stage. For instance, some items controlled by the Drug Enforcement Administration can only be delivered if they are appropriately registered with the DEA.

Import duty may be due, based on the item's tariff code and its value. The shipment can be delayed or incur unexpected costs if the paperwork is wrong or incomplete. It can be difficult to fix problems once the shipment is sitting in U.S. Customs.

E. RECORD-KEEPING.

The ITAR, EAR and OFAC regulations all stipulate record keeping requirements for regulated export activities. Under each of these sets of regulations, records must be retained for five years after the completion of the activity and made available to the regulating authority upon request. Records that should be retained include all memoranda, notes, correspondence (including email), financial records, shipping documentation, as well as any other information related to the export activities. Additionally, when a license exception (EAR) or license exemption (ITAR) is used, or if a record is requested from a regulatory authority, additional records documenting the applicability of the exception/exemption may be required and in some cases there may be additional reporting requirements.

F. RESTRICTED OR DENIED PARTY SCREENING.

Conducting restricted or denied party screening is a necessary component of the institution's export compliance program. This screening determines if you are prohibited from doing business with or providing services of any kind to individuals or entities contained in U.S. government restricted, denied, debarred, designated or blocked persons' lists.

All NSHE institutions have access to Visual Compliance (licensed by eCustoms) software or an equivalent program to screen individuals against mandatory "Restricted" and "Denied Parties" lists maintained by the United States government and allies, world organizations and law enforcement agencies. The software also helps manage other aspects of export control compliance including Export Control Classification Number (ECCN), United States Munitions List (USML) Determinations, License and License Activity Management, and travelling employee and visitor compliance.

Request a restricted party screening by the ECO/EO or other designated individual prior to doing business with a foreign entity or individual.

If, during travel, you are contacted by an individual or entity that wants to engage in business or have you provide other services, please contact the ECO/EO or other designated individual to conduct a restricted party screening to evaluate whether the transaction can occur.

G. EXPORT CONTROL TRAINING.

All ECO/EOs and other individuals with responsibility for export control matters shall receive training in export control rules and procedures. The training may include but is not limited to the following export control topics:

1. Scope of export controls
2. Sensitive technologies
3. Export classification
4. EAR, IEEPA, ITAR and OFAC laws and regulations
5. Publicly available - public domain - open source exceptions
6. Restricted Parties

(Added 9/15; A. 6/16)

SYSTEM OF HIGHER EDUCATION
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CHAPTER 15

COMMUNITY COLLEGE INSTITUTIONAL ADVISORY COUNCILS

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CHAPTER 15

COMMUNITY COLLEGE INSTITUTIONAL ADVISORY COUNCILS

Section 1. Community College Institutional Advisory Council, Formation, Charge and Procedures

Nevada's Board of Regents is committed to ensuring that Nevada's community colleges are operating at their maximum potential, making the most effective and efficient use of available resources while meeting the unique needs of the communities they serve.

Community colleges have been identified as the workforce development engines of our nation, and therefore, the Board of Regents recognizes the need and value in having a direct line of communication with the communities served by the community colleges. As we collectively identify the workforce training necessary for the growth and sustainability of industries in our communities; and we maximize the potential for the community's college to deliver curricula that will meet the needs of a diverse population, the Board will form Institutional Advisory Councils to serve as active links between the college and community.

a. Formation.

No later than December 31, 2014, each Nevada community college shall establish an Institutional Advisory Council. On or before December 1, 2014, the Chancellor, after consultation with each college President and local stakeholders, will forward to the chair of the Board of Regents nominations for appointments to the Institutional Advisory Council. The chair of the Board of Regents shall appoint an advisory council for each community college, consisting of not less than seven or more than fifteen members composed of residents from the area in which the community college is located and serves. The elected chair of each local community college advisory council shall serve as an ex-officio advisory member on the Nevada Board of Regents Community College Committee. When circumstances dictate, either the college President or the chair of the college advisory council, upon consultation with the members of the council, may recommend the appointment of additional members to the Chair of the Board. In addition, the President of the college may request the Chair of the Board to name such ex-officio members of the college advisory council as the President may deem necessary or useful to better serve the purposes of the council.

Of members first appointed to the Institutional Advisory Council, one-half of the appointees shall be appointed for five years and the remaining appointees for three years, so that the initial terms shall end on December 31 of an odd numbered year (i.e. December 31, 2019, and December 31, 2017, respectively for initial appointees). Student members shall serve for one-year terms. Thereafter, terms of non-student members appointed to the Institutional Advisory Council shall be for four years. The members of an advisory council may be reappointed by the Chair of the Board of Regents for a second term. Members of the advisory council shall serve without compensation but any reasonable expenses incurred in attending the meeting shall be reimbursed.

b. Institutional Advisory Council Charge.

The purpose of the local Institutional Advisory Council is to ensure the linkage of the college to the community it serves and to anticipate future regional educational trends. The council will meet at least quarterly to advise the college President, the Vice Chancellor for community colleges, the Chancellor, and the Board of Regents Community College Committee on questions regarding operation of the college. The council shall function and exercise the powers set forth by the Nevada Board of Regents. The responsibilities of the council are to:

- Advise the college President, the Vice Chancellor for community colleges, the Chancellor, and the Board of Regents on the long-term educational needs of the area served by the college, as well as on other matters identified by the college President, the Chancellor, and Board of Regents. The council may provide advice, guidance, and information in the areas of student and employer engagement; access and affordability; operating and capital budgets; land and property acquisition and use; instructional programs, including proposed degrees and certificate programs; serving under-represented populations; diversity and inclusion issues and admissions and academic standards, including performance indicators.
- Serve, along with the college President, as body of liaisons between the college and area employers in order to facilitate assessment of employment, training and educational needs of students.
- Serve, along with the college President, as a body of liaisons between the college and local school boards, county commissioners, city councils, other local elected officials, and other relevant groups or persons.
- Respond to specific information requests from the Chancellor and the Nevada Board of Regents on behalf of the communities served by the college.
- Promote the college's programs and services.

c. Membership.

Except as it may be enlarged as provided above, each council will be comprised of seven to fifteen members who serve a term of four years and are recommended for appointment to the Chair of the Nevada Board of Regents by the college President. Representatives will include members from the various constituencies served by the college to ensure broad input from all critical stakeholders. The membership of the council shall be reflective of the community and stakeholders served by the college. In addition to members who are appointed to serve on the council, a representative of the faculty nominated by the respective faculty senate and a student nominated by the respective student government shall serve as ex-officio members of the council. If a member of the council resigns prior to the conclusion of their term, a replacement will be nominated by the college President. The nomination will be forwarded to the Chancellor, who will make the recommendation to the Chair of the Board of Regents for appointment.

d. Election of Officers.

The election of chair and vice chair will take place biennially, during odd numbered years, at the first regularly scheduled council meeting of the state fiscal year (the first regularly scheduled meeting following July 1). The term of these offices shall be two years. Nominations may be made by any member of the council, and the vote of a majority of the council shall be required to elect the chair and vice chair. The chair shall preside at all meetings of the council. The vice chair shall preside at all meetings of the council during the absence of the chair. Should both officers be absent, the college President shall preside. The council chair is to sign all documents to which the council is a party, and which have been approved by the council, including any recommendations made to the standing committee for its consideration. If the chair or vice chair resign or are removed for absenteeism as provided in these guidelines, the council shall elect a new officer.

e. Meetings and Agenda.

All meetings of the council shall be conducted in compliance with the Nevada Open Meeting Law. Agendas for meetings of the council shall be compiled by the college President in consultation with the chairperson. Individuals wishing to place items on the agenda must deliver supporting documents to the College President's Office or to the council chairperson not less than 14 days prior to the next meeting of the council.

f. Minutes.

The Office of the President shall be responsible for maintaining the minutes of the advisory council. A summary of council decisions and policy recommendations will be included at the conclusion of the minutes. All minutes of the council shall be forwarded to the Regent Community College Committee which may consider any recommendations from the council for inclusion on its next regular agenda.

g. Attendance

Council members who miss three (3) consecutive regular meetings may be replaced in the discretion of the chair and college President. An absence may be excused for good cause by the chair if the chair is notified in advance of the meeting. Replacement of any member who has not completed their term shall be made by the Chair of the Nevada Board of Regents from the name or names nominated by the college President.

h. Council/Member Expenses

The institution is not authorized to provide office space, cell phones, computers and IT equipment, or business cards to the council or its members. However, any reasonable expenses incurred in attending the meeting(s) shall be reimbursed upon approval by the college President.
(Added 9/15; A. 12/15, 9/16, 12/16)

Section 2. Institutional Advisory Council Operations

a. Introduction.

The Institutional Advisory Council bridges the community colleges and the community(ies) they serve, developing relationships, sharing community perspectives, advancing institutional missions, building partnerships, and providing advice. It is not a governing board, but a community link to the institution, designed to increase connectivity with our service region.

As stated in the Board of Regents *Handbook*, Article III, the elected board maintains exclusive control and administration of the Nevada System of Higher Education and its institutions as established in the Nevada Constitution. The elected Board is responsible for the management and oversight of the colleges and universities. It provides a strategic direction for each as part of a larger statewide plan and also ensures effective collaboration among the institutions to achieve those goals.

Each institution also operates using a shared governance model that requires communication across multiple administrative faculty, staff, and student groups and requires many operational and technical decisions to go through committee processes.

b. Purpose.

Our community colleges are the workforce development engines of our nation, state and region; and the Nevada Board of Regents recognized the need and value of having a direct line of communication between the communities served by each college, the college administration, and the Board of Regents Community College Committee. Each Institutional Advisory Council, comprised of representatives from the communities' public and private sectors, is charged with providing counsel and feedback to the college President, the Vice Chancellor for community colleges, and the Chancellor on issues brought before the council related to the growth and sustainability of industries in our communities, and methods by which the college may maximize the potential to effectively and efficiently deliver curriculum that most appropriately meets the needs of the diverse population served. Also, in consultation with the college President, certain issues and opportunities will be presented to the Community College Committee for consideration and action by the Committee and/or the Board of Regents.

c. Council Composition.

The Institutional Advisory Councils are comprised of community volunteers, nominated by the college President and appointed by the Chair of the Board of Regents, who are interested in advancing their college and the education, training and empowerment of their local community.

d. Council Guidelines for Meetings and Council Conduct.

1. The council is to meet at least quarterly on a regularly scheduled day or sequence of dates mutually agreed to by a majority of the council and the college President. Additional meetings may be scheduled as deemed necessary by the council chair and vice chair, and by mutual agreement of a majority of the council and the college President. Notification guidelines, meeting agendas and postings must follow the Nevada Open Meeting Law, *Nevada Revised Statutes*, Chapter 241.

2. The college President in consultation with the chair is to set forth a meeting agenda comprised of issues or questions related to the operation of the college and the programs, and opportunities that will sustain or improve the delivery of service by the college to the communities it serves. Council members wishing to place items on the agenda must deliver a succinct and accurate description of the agenda item, with supporting documents to the College President's Office or to the council chair no less than fourteen (14) days prior to the next scheduled regular meeting of the council; or may propose future agenda items during meetings under “new business” on the agenda. Items suggested in the new business portion of any public meeting may be scheduled for inclusion on the next Institutional Advisory Council agenda at the discretion of the college President and council chair.

3. The council is to identify and advise the college President, Vice Chancellor and Chancellor of any long term educational needs of students, and provide guidance on how to best respond.

4. The council shall hear and respond to specific information requests from the Chancellor, the Nevada Board of Regents Community College Committee and/or the Nevada Board of Regents on behalf of the communities served by the college.

5. Collectively, the council may vote to recommend strategic-level counsel to the college President, the Vice Chancellor of Community Colleges, the Chancellor and the Board of Regents Community College Committee on any of the issues designated in the charge approved by the Board.

6. Collectively, the council may ask for documents, data or information from the college to make such recommendations and should do so either through the chair in consultation with the college President or by a vote of the majority during public meetings.

7. The council should promote the college's programs and services within the communities and constituencies served by the college. Collectively and with the college President’s input and support, the council may decide to undertake the planning and implementation of events and activities that increase the connectivity of the college to the community. The President must approve of any said events and/or activities if any college resources, including property, equipment or staff, are required.

8. The council should act, along with the college President, as liaisons between the college and area employers to facilitate the assessment of employment opportunities, and the associated training needs; and provide a comprehensive report to the college President for potential inclusion and discussion on the agenda of the next regularly scheduled meeting of the council.

9. The council should act, along with the college President, as liaisons and/or ambassadors for the college with local school boards, city councils, county commissions, and other elected bodies and individual elected officials. However, a council member (or members) should not, under any circumstances, represent themselves as speaking for the college, the college administration, Vice Chancellor or Chancellor, without the express consent of the college President, and full knowledge of the council. Council members wishing to represent the council's opinions and decisions should do so only after the items have been discussed, evaluated and/or voted upon in open public meetings by a quorum of the council. Members of the council wishing to express personal opinions and perspectives about issues pertaining to the college should preface those statements as personal. However, any comments made at a public meeting should never refer to the professional competence or performance of any specific individual, because the Open Meeting Law requires prior written notice to any person whose conduct may be discussed at a public meeting.

10. Collectively, the council may provide community feedback to the college President on initiatives and programs related to their charge or on items that the President requests their input upon. Community feedback is defined as input from council members' professional and personal contacts that they deem representative of larger constituent groups that stand to benefit from college services. Council members may represent these perspectives by putting items on meeting agendas to discuss in a public venue, where they may collectively vote to discern the council's recommendation to be shared with the President, Vice Chancellor of Community Colleges, the Chancellor, and Board of Regents Community College Committee.

11. Collectively, the council may also deliberate and vote on perspectives to voice to the community to advocate on behalf of the institution and its students.

12. The council chair and college President may jointly create sub-committees, if necessary, that will work on issues beneficial to the work of the council as a whole; and are assigned by the chair, and college President. However, due to the resources the college will have to commit to the operation of sub-committees, the forming of them is discouraged unless absolutely necessary for the effective operation of the council. Procedurally, the chair and the college President (or their designees) shall be a member of each sub-committee. The chair of the sub-committee shall be a council member, and be appointed by the council chair. The membership of the sub-committee shall not exceed seven (7) members. The college President may assign additional college staff to subcommittees as non-voting members. All sub-committee meetings must follow the Nevada Open Meeting Law, *Nevada Revised Statutes*, Chapter 241.

13. Prior to the Community College Committee regularly scheduled meetings, the council chair, or vice chair in the absence of the chair, shall meet with the college President in person or via a telephone conference to review the minutes of previous council meetings or subcommittee meetings and determine any agendized issues that are to be brought before the Community College Committee for their consideration.

14. The council chair is to provide a report to the Community College Committee on council activities and/or selected agenda items that have been discussed at regular council meetings.

(Added 9/15; A. 12/15, 9/16)

SYSTEM OF HIGHER EDUCATION
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CHAPTER 16

RECORDS RETENTION AND DISPOSITION SCHEDULE

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Section 1. Introduction

This Records Retention and Disposition Schedule was approved by the Board of Regents on December 3, 2015, pursuant to the Board of Regents Handbook, Title 4, Chapter 1, Section 27, and may be amended or revised only upon the approval of the Chancellor.

RECORDS MANAGEMENT PROGRAM

Each NSHE institution and unit (the Board of Regents', Chancellor's and System Computing Services' offices), for the management of its records, must:

1. Maintain its records in a manner which is secure, cost effective, and which allows for the rapid retrieval and protection of the information contained within the record;
2. Refrain from accumulating unnecessary records which are not essential to the proper functioning of the institution or unit;
3. Protect confidential personal identifying information of employees and students; and
4. Adhere to the NSHE records retention schedule for retention, disposal and appropriate transfer of records with archival value to the institution or unit archivist, or the State Archivist.

RECORDS RETENTION SCHEDULE - SPECIAL SCHEDULES

NSHE's Records Retention Schedule (Schedule) provides for the management and disposition of institution and unit records. In addition, there may be institution or unit records unique to limited aspects of its operation and therefore, a unique records retention and disposition schedule may be developed in addition to the Schedule. A Special Records Retention Schedule (Special Schedule) must be recommended for approval by the institution or unit Records Retention Officer and General Counsel, and approved by the Chancellor, after review by the state records committee. An approved Special Records Retention Schedule must be published on the institution or unit website and in the NSHE Procedures and Guidelines Manual.

All NSHE institutions and units shall appoint at least one individual to serve as the Records Retention Officer. The Records Retention Officer shall assist the institution or unit in the management of records in accordance with the records management program and records retention schedule. The Records Retention Officer shall assist personnel in learning and complying with the Schedule. Each employee shall comply with the Schedule for the records they create and/or receive. Each institution and unit must manage their records in accordance with the Schedule or any Special Schedule. Employees should contact their supervisors with any questions regarding the Schedule. The supervisor should contact the Records Retention Officer for assistance as needed.

If an institution or unit identifies records that are not covered in the Schedule or where revisions may be needed, the institution or unit should contact the Records Retention Officer to discuss the Records Retention Schedule. Additions or revisions to the Schedule must be recommended for approval by the institution or unit Records Retention Officer and General Counsel, and approved by the Chancellor after review by the state records committee.

RETENTION GUIDELINES

The Schedule is a comprehensive list of records, indicating for each the official repository, length of time the records are to be maintained and their disposition. The Schedule identifies the minimum time period the listed records must be retained, meaning records disposition must not occur before this retention time period expires. When the minimum retention period has been met, the recommended disposition of the records, such as destruction or transfer to either the State Archives or institution/unit archives, may be initiated. All NSHE employees are advised to implement regular, routine disposition procedures and not to "selectively retain" some records longer than others. Certain events called "Disposition Holds" may occur that will require a stop or delay to the regular destruction, recycling or normal disposal of records.

In the event an employee believes a record should be considered for archival review, the employee shall consult with the Records Retention Officer, who shall make the final decision.

GENERAL RULE REGARDING RETENTION OF ELECTRONIC RECORD OR PAPER RECORD

Records should be maintained in the most efficient cost effective format consistent with sound records management principles, and any applicable laws, rules, regulations or court decisions. When a document is maintained only in electronic format, delete it only after expiration of the retention period authorized by this schedule.

DISPOSITION HOLDS INCLUDE:

Audits

When an audit of your area or function is begun, all destruction of records in your custody must cease. During the audit, records should be made available to the auditors subject to confidentiality laws. Upon the completion and resolution of the audit, you may begin to dispose of records in accordance with the Schedule.

Investigations

When you are notified of an investigation involving your area or function, all records must be preserved until the investigation is completed. You should consult with your legal counsel for specific advice.

Litigation

When you receive notification of or reasonably anticipate litigation, you must suspend the destruction or other disposition of all records reasonably related to the subject matter of the litigation and put in place a litigation hold on the records to ensure the preservation of documents and consult with General Counsel.

All destruction of records pertaining to the litigation hold must be stopped until the matter has been resolved. You will be notified by your System or General Counsel when the matter is resolved and advised regarding the proper disposition of the records. All questions regarding litigation or disposition holds must be directed to System or institution General Counsel.

Section 2. Statutory Defined Terms

“Administrative value” means the value found in records that help an agency perform its function. **(NAC 239.575)**

“Fiscal value” means the value found in a record relating to the financial transactions and the auditing, budgeting and accounting functions of a state agency. **(NAC 239.600)**

“Legal value” means the value found in a record which contains proof of enforceable rights, obligations or other legal standing. The term includes any record establishing:

1. Ownership, such as in titles or deeds;
2. Rights or privileges, such as in marriage licenses or drivers’ licenses;
3. Obligations, such as in contracts, leases and agreements;
4. Legal conditions, such as court rulings, approved laws and regulations; or
5. Action taken by a governing body (e.g., Board of Regents, student government and foundation boards) which affects the public, such as minutes of meetings or proclamations. **(NAC 239.625)**

“Research or archival value” means the long-term historical value remaining in a record in which the administrative, fiscal or legal value may have expired. **(NAC 239.675)**

“OFFICIAL STATE RECORD” AND “NON-RECORDS”

1. For the purposes of NRS 239.080, an **“official state record”** means information created or received by a state agency under authority of law, regulation or other legal mandate or in connection with the transaction of public business that is preserved or appropriate for preservation by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations or other activities of the state agency, including, without limitation, all papers, unpublished books, maps, photographs, machine readable materials including audio and audiovisual materials, or other documentary materials, regardless of physical form or characteristics.
2. The phrase does not include non-record materials. Nonrecord materials include, without limitation:

(a) Published books and pamphlets, books and pamphlets printed by a governmental printer, answer pads for a telephone or other informal notes, desk calendars, stenographers’ notebooks after the information contained therein has been transcribed, unused forms except ballots and as indicated in a retention schedule, brochures, newsletters, magazines, newspapers except those excerpts used as evidence of publication, scrapbooks, physical property, artifacts, library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, or stocks of publications and processed documents.

(b) Work papers used to collect or compile data, or drafts developed from those work papers, unless an appraisal conducted that indicates the work papers or drafts have legal, fiscal, research or archival value. **(NAC 239.705)**

DESTRUCTION OF NON-RECORDS

A non-record may, if not otherwise prohibited by law, be destroyed at any time without being scheduled for destruction.

FORM OF OFFICIAL RECORDS

An official record can be in electronic or digital fore, original paper, or may be a digital surrogate, at the discretion of the official repository.

Section 3. Duties of Board of Regents

NAC 239.745

1. The Board of Regents shall establish a records management program. The Board of Regents shall provide a facility for the storage of the records on each campus of the Nevada System of Higher Education. The records of each institution must remain with and be preserved by that institution. The Board of Regents shall furnish the Division with general information relating to the operation of the facilities, such as the names, addresses and telephone numbers of the persons managing the program on each campus. Under such a program, each series of records produced and stored by an institution of the Nevada System of Higher Education must be inventoried, appraised and scheduled on forms approved by the Division. The results of the inventory and appraisal must be submitted to the Division for review. The Division shall submit the schedules of the Nevada System of Higher Education to the Committee for approval.

2. The Board of Regents shall provide for the preservation of records from the Nevada System of Higher Education with legal, research or archival value. Except as otherwise provided in this subsection, these records must be stored in facilities which meet the standards set forth in NAC 239.740 or transferred to the State Archives.

Section 4. Who Should Read This Policy

All members of the NSHE community.

Section 5. Procedures – Institution/Units

Responsibilities for Managing Records

1. Each institution or unit's administrator or a designee must do the following:

   a. Implement the institution or unit's records management practices;

   b. Ensure that the records management practices are consistent with this policy.

   c. Assist staff within the institution or unit in understanding sound records management practices.

   d. Preserve inactive records of legal, fiscal, administrative, or historical value. These records should be transferred to the appropriate archives.

e. Ensure that access to confidential files is restricted. Long-term restrictions on access to selected archival records should be specified at the time of their transfer to the appropriate archives.

f. Set an annual period for reviewing and appropriate disposition of records.

2. Departments and divisions that maintain institution or unit records are responsible to do the following:

a. Implement the records management practices identified in this policy.

Section 6. Records Retention Schedule Columns Explanation

The four columns in the Record Retention Schedule are explained below.

Column 1 describes the various types of records which can include:

- **Record:** Any form of recorded information, regardless of physical characteristics, that is created, received, recorded, maintained or legally filed in the course of institution or unit's business or in legal obligations. Institution/Unit Records serve as evidence of the institution or unit's organization, functions, policies, decisions, procedures, operations, transactions or other activities.
- **Non-record:** Nonrecord materials include, without limitation, published materials printed by a governmental printer, informal notes, unused blank forms except ballots, brochures, newsletters, magazines, catalogs, price lists, drafts, convenience copies, ad hoc reports, reference materials not relating to a specific project and any other documentation that does not serve as the record of an official action of a state agency. Nonrecord includes forms, databases, backup files, work papers used to collect or compile data, or drafts developed from those work papers, unless an appraisal conducted by the institution/unit or state archivist indicates that the work papers or drafts have legal, fiscal, research or archival value; and Drafts or documents that are clearly pre-decisional or deliberative.

- **Transient:** Documents including telephone messages, some emails, drafts and other documents, which serve to convey information of a temporary value, have a very short-lived administrative, legal and/or fiscal value and should be disposed in an appropriate manner once that administration, legal or fiscal use has expired.

    - Typically, the retention is not a fixed period of time and is event driven; it may be as short as a few hours and could be as long as several days or weeks. A transient record is considered a non-record which may be destroyed or disposed of at any time, unless destruction is otherwise prohibited or it is subject to a legal hold.

- **Note:** Where a record falls into more than one category, the longer period governs.

- **Caution:** Departments and divisions that are not official repositories are not required to retain duplicate or multiple copies of records. However, destruction of such duplicates or copies must be in a secure manner if confidential.

- **Caution:** Certain records, for example in clinical practices, have set destruction policies based on when they are electronically scanned. Such specific policies take precedence over this general policy.

What is Email? Email is not a record type, but is a means of conveying information similar to the United States Postal Service. Its retention is based upon the content of the email message, not the fact that it is an email message.

An email (electronic mail) message is comprised of the following components:

- textual message
- metadata (To, From, Subject, Time, Date, System, etc.)
- attachments

E-mail has largely taken over the role of "general correspondence" and memoranda, as well as the telephone message. If the email message meets the criteria of a record, it must be managed in accordance with the Schedule.

Email Management: The key to effectively managing email is to get rid of the non-records and any transient/transitory records that have outlived their administrative/legal/fiscal value as quick as possible so only those e-mails that need to be managed on an on-going basis are left. One should approach the management of email in a manner similar to the handling "snail mail" at work and home:

- Open the email and review the document's content; this may mean thoroughly reading the document, but usually, only a cursory look at the document, the subject line, and/or the sender is needed to determine whether:

    - **It is a non-record** and should be deleted immediately, just as "junk snail-mail" non-records are thrown into the trash can or recycle bin.

    - **It is a transient/transitory record** which should be *d*isposed of as soon as the information is no longer of administrative, legal or fiscal value. A "Transient/Transitory" folder or a sub-folder in a series for the transient/transitory messages can be created to help manage these records.

    - **It is a record** and therefore, should be placed in an appropriate folder by record type/series, project, retention time, or other filing schema that works for one's office/organization and allows that unit to effectively manage the life cycle of the record.

Column 2 identifies the Official Repository for each record.

- **Official Repository:** The unit, department, or division designated as having responsibility for retention and timely destruction of particular types of institution or unit records or that is the office of the final action or final decision. Such responsibility is assigned to the unit, department or division administrator or a designee.

- **Institution/Unit Archives:** The office, department or division designated as having responsibility for collecting and preserving records of historical, legal, fiscal, and administrative value. It provides permanent retention of official records of the institution, its officers, and component parts; maps and architectural records; audiovisual materials; and publications documenting the institution's history.

Column 3 sets forth the record retention periods, which can either be set periods of time or event-driven periods. Below is an explanation of retention period terminology:

- Documents are typically retained until they are no longer required for administrative purposes, and then they may be immediately disposed of or there may be a retention period set forth after the documents are no longer in use. Examples: Strategic Plans must be retained for 1 year after a new strategic plan is adopted. For employee or student records the retention period begins when the employee terminates service, the student graduates, or from the date the student last enrolled.

- Fiscal Year in which the document is created or an event occurs plus a specified time or number of fiscal years, *e.g.* "FY + 4 years," which means the document is to be kept for the fiscal year in which it was created plus 4 more fiscal years; "FY last date of enrollment + 7 years," which means the document is to be kept for the fiscal year in which the student last enrolled plus seven more fiscal years.

- Calendar Year in which the document is created plus a specified time or number of calendar years, *e.g.* "CY + 4 years," which means the document is to be kept for the calendar year in which it was created plus 4 more calendar years.

- **3 Cycles:** This retention period pertains to the retention of electronic back-up files.

- **Life of Building:** This retention period pertains specifically to buildings. The final retention period begins when a building is destroyed or sold.

- **Life of Product:** This retention period pertains specifically to products. The final retention period begins when the product is no longer in use.

- **Permanent:** Do not destroy. Maintain on site or send to Archives.

- **Until Superseded:** This retention period pertains to documents that are routinely updated and therefore, superseded by the current version.

Column 4 sets forth the proper disposition of the records following the expiration of the retention period.

Most records may be disposed of by regular means, such as recycling or deleting. Some record types are identified on retention schedules as confidential or restricted. These records must be

destroyed in a secure manner that will prevent reconstruction or retrieval of the information including but not limited to incineration, shredding, pulping or secure electronic destruction by overwriting, degaussing or physical destruction of the storage media. However, many other records may contain "sensitive" information that has not been declared by law or regulation to be confidential. Some types of "sensitive" information are described in NRS 205.4617 "Unlawful Acts Regarding Personal Identifying Information." NRS Chapter 239B "Disclosure of Personal Information to Governmental Agencies" (See especially NRS 239B.030) also describes such records. Serious consequences may result if these records are improperly disclosed and you must destroy these records in accordance with the Schedule. If you are in doubt about the sensitivity of certain documents or about an appropriate disposal method, you should contact your supervisor.

If any record identified for regular disposition contains confidential or restricted information, then the record shall be destroyed after the period specified in the schedule, but in a secure manner.

The following are the proper disposition methods that are referred to in the Schedule:

"Regular"--Regular disposal includes, for example, discarding, throwing away, deleting or other method of disposal that does not necessarily prevent reconstruction or retrieval.

"Secure"--Secure disposal means destruction of the record that ensures the information cannot be reconstructed or retrieved, and includes, for example, incineration, maceration, shredding, pulping, or secure electronic destruction, for example, overwriting, degaussing or physical destruction of the storage media. Shred or otherwise render unreadable records with confidential information, including records containing social security numbers, credit card information, drivers' license numbers, patient treatment information, or other information as designated by an information steward.

"Archival Review"--Records with content that may be of value to the documenting the institution, unit or NSHE's history, should be submitted to the institution/unit archives or State Archives for review prior to destruction. When the prescribed retention period for institution or unit records has passed, a determination of whether to preserve or dispose of the documents must be made. To decide if the record is of historic value, consult the appropriate archivist, who has the authority to designate which records are archival.

"Archives"--Records with long-term historical value in documenting the institution, unit or NSHE's history must be transferred to the institution/unit archives or State Archives. These are records for which the legal, administrative or fiscal value to the institution or unit may have expired and therefore, the records can be transferred to the appropriate archives for preservation. All institutions must send any records (paper-based or electronic) that have enduring historical value to the institution or State Archives. These records include, but are not limited to, the following items: annual reports, biographical information of faculty and staff, any information related to the history of the institution or unit and its facilities.

Institution/Unit Archives: The office, department or division designated as having responsibility for collecting and preserving records of historical, legal, fiscal, and administrative value. It provides permanent retention of official records of the institution, its officers, and component parts; maps and architectural records; audiovisual materials; publications; and other materials documenting the institution's history.

"On Site"--Records with a demonstrated on-going legal, fiscal or administrative need to a particular area of the institution or unit shall be maintained permanently at that location which may include maintenance in an electronic system retrievable at that location.

"Other"--Other specific directions for disposition may be provided in the Schedule.

Unless a different "Official Repository" is set forth below, all records should be maintained in the office where they are generated.

(Added 12/15; A. 9/16)

Section 7. Records Retention Schedule

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
ACCOUNTING & FINANCIAL RECORDS			
Accounts Payable/Invoice Records	***Administration & Finance or Office Where Generated***	**FY + 5 years**	***Regular***
Bad Debt Documentation: Overdue accounts, such as library fines parking tickets, loans, payment for service rendered	***Controller's Office or Business Center***	**FY + 4 years after payment or write-off**	***Regular***
Bank Reconciliations and Related Workpapers	***Administration & Finance***	**FY + 7 years**	***Regular***
Bids, Accepted: For purchases	***Purchasing***	**FY + 7 years**	***Regular***
Bids, Rejected: For purchases	***Purchasing***	**FY + 3 years**	***Regular***
Bonds/Securities/Certificates of Participation Files	***Administration & Finance***	**FY final redemption + 4 years**	***Archives***
Cash Register Tapes/Cash Receipt Documentation	***Administration & Finance; Controller's Office or Office Where Generated***	**FY + 4 years**	***Regular***
Chart of Accounts: An institutional list of the accounts and their identification coding	***Administration & Finance; Controller's Office***	**FY + 4 years**	***Regular***
Cost Accounting Documentation: Records analyzing the cost of producing certain items or performing certain tasks	***Office Where Generated and/or Controller's Office***	**FY + 3 years**	***Regular***
Credit Card Receipts	***Office Where Generated or Controller's Office***	**FY + 4 years**	***Secure***
Delivery Slips: Documents sent with purchased goods indicating item(s) shipped	***Office Where Generated or Controller's Office***	**FY + 5 years**	***Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Endowment Fund Reports, Annual: Report of funds received and expended by endowment accounts. May be in form of report to donors	***Foundation or System Office Where Reports Generated***	**FY + 7 years**	***Archives***
Endowment Fund Reports, Periodic: Periodic report of funds collected or expended by endowment accounts	***Foundation or System Office Where Generated***	**FY + 7 years**	***Secure***
Financial Reports/Work Papers, Annual: Consolidated year-end report of financial documentation showing assets and liabilities, broken down by major funding areas, such as academic and student services areas	***Administration & Finance***	**FY + 3 years**	***Archives***
Financial Reports, Quarterly/Interim: A report of institutional assets, liabilities, expenditures, income and equities. A periodic report, not the year-end report	***Administration & Finance***	**FY + 1 year**	***Regular***
Fraud Files	***Office Where Generated***	**FY + 3 years**	***Secure***
Fraudulent Checks	***Office Where Received or Where Investigated***	**FY received + 3 years**	***Secure***
Inventory Control Record	***Office Where Generated***	**FY + 7 years**	***Regular***
Journals: Documentation of institutional cash transactions, pretty cash transactions/replenishments, including disbursements and receipts	***Institution Controller's Office***	**FY + 5 years**	***Regular***
Records used to transfer charges between accounts and for summarizing account information	***Institution Controller's Office***	**FY + 5 years**	***Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Purchase Orders (POs)	***Controller's Office***	**FY + 7 years**	***Regular***
Purchasing Card (PCard) & Travel Card/Travel Claim Documentation: Including statements from bank regarding PCard and Travel Card use, transaction forms, and other supporting documentation	***Controller's Office***	**FY + 5 years**	***Regular***
Registers-Bond: Listing of bonds sold, usually for building projects, showing purchaser, date redeemed, interest due, etc.	***Administration & Finance***	**FY of final redemption + 4 years**	***Regular***
Registers-Check: Book or original entry for all cash disbursements paid by check	***Administration & Finance; Controller's Office***	**FY + 5 years**	***Regular***
Requisitions	***Business Center***	**FY + 4 years**	***Regular***
Student Account Records	***Office Where Generated***	**FY last date of enrollment + 7 years**	***Secure***
Surplus Property Records	***Office Where Generated***	**FY + 3 years**	***Regular***
Timekeeping Documentation: Includes documentation of staff, work-study students, and non-work-study students	***Office Where Generated or Human Resources***	**FY + 3 years**	***Regular***
Trusts/Bequests	***Foundation; Fundraising Office***	**Permanent**	***On Site or Archives***
Warranties (*e.g.*, products, construction, etc.)	***Administration & Finance***	**Life of product + 7 FY**	***Regular***
ADMINISTRATIVE RECORDS			
Accreditation Records	***Office of the President***	**FY + 10 years**	***Archives***
Advertising	***Office Where Generated***	**FY + 3 years**	***Regular***
Articles of Incorporation/ Bylaws and Records of NSHE or Related Entities: Including foundations, research corporations, etc.	***Office Where Generated***	**Permanent**	***On Site or Archives***
Calendars of Events	***Office Where Generated***	**Until superseded**	***Archival Review; Regular***
Camp or Activity Involving Children: Registration and other documents	***Office Where Generated***	**FY + 25 years, or age of majority plus 7 FY**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Chancellor Files	***Chancellor's Office***	**FY + 4 years**	***Archival Review; Secure***
Councils/Committees Records	***Office Where Generated***	**FY + 5 years**	***Archival Review; Secure***
Day Care Center Licensing	***Office Where Generated***	**FY + 25 years, or age of majority plus 7 FY**	***Secure***
Drug-Free Schools and Communities Act Records	***Office Where Generated***	**FY + 4 years**	***Archival Review; Secure***
Environmental Monitoring Records	***Environmental, Health & Safety (EH&S)***	**FY + 5 years**	***Regular***
General Files: Consists of correspondence, memoranda, reports, email and publications of other departments of NSHE and external agencies	***Office Where Generated***	**FY + 5 years**	***Secure***
General Files-Upper Administration: Consists of files of the vice chancellors, vice presidents, provosts, deans, directors, chairs and upper-level administrators including email	***Office Where Generated***	**FY + 5 years**	***Archival Review; Secure***
Incident/Accident Reports	***Office Where Generated; Risk Management***	**FY + 7 years, or age of majority plus 7 FY**	***Archives***
Logs: Includes but not limited to mail logs, telephone logs, lists and schedules used to monitor work functions	***Office Where Generated***	**FY + 1 year**	***Regular***
Mailing Lists	***Office Where Generated***	**Until superseded**	***Secure***
Motor Vehicle Records: Including copies of title, maintenance and usage	***Administration & Finance***	**FY + 7 years**	***Regular***
Organizational Charts	***Office Where Generated***	**FY + 5 years**	***Archives***
President Files	***Office Where Generated***	**FY + 4 years**	***Archival Review; Secure***
Public Records Request Files	***Public Records Officer or Counsel***	**FY + 3 years**	***Secure***
Reports-General	***Office Where Generated***	**FY + 5 years**	***Archival Review; Secure***
Strategic Plans	***President; Provost; Office Where Generated***	**FY + 1 year**	***Archives***
Surplus Property Records	***Business Center***	**FY + 3 years**	***Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
System, Institution or Unit Policy: Policies provide specific direction for operations, administration, or programs. Policies are applicable institution- or unit-wide Policies enhance the institution or unit's mission and operational efficiency, mandate action or constraints, and must be consistent with relevant statues, regulations, bylaws, or rules	***Board of Regents; Chancellor; President or Office Where Generated***	**Until superseded**	***Archives or On Site***
Telephone Records	***Office Where Generated***	**FY + 1 year**	***Regular***
Mandatory Staff Training Course Documentation: Memoranda, flyers, catalogues, registration forms, rosters and other records relating to training courses	***Office Where Generated***	**FY + 7 years**	***Regular***
AFFIRMATIVE ACTION/EQUAL OPPORTUNITY			
Affirmative Action Programs Pursuant to Qualified Disabled Veterans and Vietnam Veterans Act	***EEOC Office; Office Where Generated***	**FY + 2 years**	***Regular***
Americans with Disabilities (ADA) Compliance Records	***EEOC Office***	**FY + 7 years**	***Secure***
Americans with Disabilities (ADA) Requests for Accommodation, Responses and Related Documentation	***EEOC Office***	**FY + 7 years**	***Secure***
Complaints of Prohibited Discrimination, Protected Status (including Sexual Harassment)	***Student Conduct Office; EEOC Office; Title IX Coordinator; Title VII Office; Human Resources***	**FY + 7 years**	***Secure***
Investigated Complaints of Discrimination that are Dismissed or that Result in Finding of Merit Maintained	***Student Conduct Office; EEOC Office; Title IX Coordinator; Title VII Office; Human Resources***	**100 years**	***On Site***
Title VII, ADA, and/or GINA Required Reports (Higher Education Staff Information Report EEO-6)	***Office Where Generated***	**FY + 3 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
ATHLETICS			
Academic Progress Rate	*Athletic Department*	NCAA Requirements	*Secure*
Athletic Scholarships (non-Title IV)	*Athletic Department*	FY + 5 years	*Secure*
Coach and Assistant Coach Files	*Athletic Department*	FY + 5 years	*Secure*
Conference Waivers	*Athletic Department*	NCAA Requirements	*Secure*
Eligibility Certification	*Athletic Department*	NCAA Requirements	*Secure*
Equity in Athletics Disclosure Act (EADA) Disclosures	*Athletic Department*	Federal Requirements	*Regular*
Financial Aid Documents	*Athletic Department*	NCAA Requirements	*Secure*
Fitness Facility Use Records & Waiver Forms	*Office Where Generated*	FY + 3 years	*Secure*
Graduation Success Report	*Athletic Department*	NCAA Requirements	*Secure*
NCAA Squad List	*Athletic Department*	NCAA Requirements	*Secure*
NCAA Violations	*Athletic Department*	NCAA Requirements	*Secure*
NCAA Waivers	*Athletic Department*	NCAA Requirements	*Secure*
Player Recruiting Records	*Athletic Department*	NCAA Requirements	*Secure*
Recruiting Rules & Regulations	*Athletic Department*	FY + 7 years	*Regular*
Rules & Regulations	*Athletic Department*	FY + 7 years	*Regular*
Scouting Reports	*Athletic Department*	FY + 1 year	*Secure*
Sport Schedules	*Athletic Department*	FY + 1 year	*Regular*
Sports Program (for events)	*Athletic Department*	FY + 1 year	*Regular*
Statement of Revenues and Expenses Filed with NCAA Annually	*Athletic Department*	NCAA Requirements	*Regular*
Student Affidavits	*Athletic Department*	FY + 5 years	*Secure*
AUDIT			
Audit Reports Files-External	*Office Where Generated*	FY + 7 years	*Secure*
Audit Reports Files-Internal	*Office Where Generated*	FY +7 years	*Secure*
Working Papers	*Office Where Generated*	FY + 7 years	*Secure*
BOARD OF REGENTS			
Agendas & Supporting Material for Board or Committee Meetings	*Board of Regents Office*	Permanent	*Archives or On Site*
Audiotape	*Board of Regents Office*	FY + 5 years; Permanent if no minutes are generated	*Secure*

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
General Files: Including correspondence, memoranda; procedures, announcements, etc.	***Board of Regents Office***	**FY + 3 years**	***Archival Review; Secure***
Minutes of Board or Committee Meetings	***Board of Regents Office***	**Permanent**	***Archives or On Site***
Reports: Generated by or submitted to the Board/Board Office	***Board of Regents Office or Office Where Generated***	**FY + 3 years**	***Archival Review; Secure***
BUDGET RECORDS			
Work Papers: Legislative approved budget, summaries, work papers, work programs, revisions, supportive documentation	***Administration & Finance***	**FY + 6 years**	***Regular***
CONTRACTS			
Service, Independent Contracts, MOUs, Cooperative Agreements & Related Documentation	***System; Office Where Generated; Business Center North; Business Center South***	**FY of termination + 7 years**	***Regular***
ENVIRONMENTAL, HEALTH AND SAFETY			
Asbestos Sampling/Evaluation Records	***Risk Management; Environmental Health & Safety (EH&S)***	**FY + 6 years**	***Secure***
Asbestos Training Records: Employee Training	***Risk Management; Environmental Health & Safety (EH&S)***	**FY last date of employment + 1 year**	***Secure***
Audiograms & Threshold Inspections	***Risk Management; Environmental Health & Safety (EH&S)***	**FY + 5 years**	***Regular***
Exposure Control Files	***Environmental Health & Safety (EH&S)EH&S***	**FY + 3 years**	***Regular***
Fire & Safety Inspections: Includes but not limited to elevators, escalators, boilers, pressure vessels and related equipment	***Office Where Generated***	**FY + 5 years**	***Regular***
First Aid Reports	***Office Where Generated***	**FY + 3 years**	***Secure***
Hazmat: CAPP Chemical Accident Prevention Program Files	***Environmental Health & Safety (EH&S)***	**FY + 5 years**	***Secure***
Hazmat: Generators of Hazardous Waste Records	***Environmental Health & Safety (EH&S)***	**FY + 5 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Hazmat: Hazard Communication Program	***Environmental Health & Safety (EH&S)***	**FY + 4 years**	***Regular***
Hazmat: Hazardous Material Safety File	***Environmental Health & Safety (EH&S)***	**FY + 30 years**	***Regular***
Hazmat: Registration Files of Generators of Hazardous Waste	***Environmental Health & Safety (EH&S)***	**FY + 6 years**	***Regular***
Laboratory Inspection Reports: Periodic inspections of laboratories	***Environmental Health & Safety (EH&S)***	**FY + 3 years**	***Regular***
Occupational Health and Safety Inspections	***Risk Management; Environmental Health & Safety (EH&S)***	**FY + 5 years**	***Regular***
OSHA Citation Postings	***Where Posted***	**3 days**	***Regular***
OSHA Employee Medical Records	***Human Resources-- Separate Confidential File***	**FY + 30 years**	***Secure***
OSHA Exposure Records	***Risk Management; Environmental Health & Safety (EH&S)***	**FY + 30 years**	***Secure***
OSHA Illness & Injury Files	***Environmental Health & Safety (EH&S)***	**FY + 6 years**	***Secure***
OSHA Inspection & Violation Files	***Environmental Health & Safety (EH&S)***	**FY + 6 years**	***Regular***
OSHA Notices Postings (not citations)	***Where posted***	**Until superseded**	***Regular***
OSHA Personnel Protective Equipment	***Environmental Health & Safety (EH&S)***	**FY + 4 years**	***Regular***
OSHA Required Logs & Summaries of Occupational Injuries and Illnesses	***Risk Management; Environmental Health & Safety (EH&S)***	**FY + 6 years**	***Secure***
Radiation Safety Records	***Office Where Generated***	**State and Federal Requirements, whichever is longer**	***Secure***
Respirator Fit Test Records	***Risk Management; Environmental Health & Safety (EH&S)***	**FY + 1 year**	***Regular***
Safety Program Files	***Environmental Health & Safety (EH&S)***	**FY + 4 years**	***Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Safety Training Course Documentation: Rosters and Other Records Relating to Training Course	***Risk Management or Environmental Health & Safety (EH&S)***	**FY + 3 years**	***Regular***
FACILITIES OR STUDENT HOUSING MAINTENANCE			
Boiler Inspection Report Files	***Facilities or Compliance Manager***	**FY + 5 years**	***Regular***
Building Security & Protection System Maintenance Records (*e.g.,* key authorization, fire alarm inspections)	***Facilities***	**FY + 7 years**	***Secure***
Capital Improvement Bid & Contract Documentation	***Purchasing***	**FY termination of contract + 7 years**	***Regular***
Capital Improvement Projects Files: Including blue prints, plans, drawings, etc.	***Planning & Construction or Facilities***	**Life of Building**	***Archival Review; Regular***
General Files: Administrative documents, correspondence, reports, time sheets	***Facilities***	**FY + 5 years**	***Regular***
Pending & Completed Work Orders; Maintenance Services Records	***Facilities***	**FY + 2 years**	***Regular***
Safety Program Files	***Facilities or Risk Management***	**FY + 5 years**	***Regular***
Training Documentation	***Risk Management***	**FY + 7 years**	***Secure***
FACULTY			
Faculty Senate Records	***Office Where Generated***	**FY + 5 years**	***Archival Review; Secure***
HOMELAND SECURITY			
Restricted Document Log	***System or General Counsel***	**FY + 4 years**	***Secure***
HUMAN RESOURCES RECORDS (PROFESSIONAL, CLASSIFIED & STUDENT)			
Alcohol & Drug Testing Records	***Human Resources-- (maintained separately from personnel records)***	**FY last date of employment + 7 years**	***Secure***
Applications for Employment: Hired	***Human Resources***	**FY last date of employment + 7 years**	***Secure***
Applications for Employment: Non-Hired	***Human Resources***	**FY + 1 year**	***Secure***
Background Checks & All Related Documents: Hired Employee	***Human Resources***	**FY last date of employment + 7 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Background Checks & All Related Documents: Non-Hired	***Human Resources***	**FY + 1 year**	***Secure***
Benefits Documentation	***Human Resources***	**FY last date of employment + 7 years**	***Secure***
Board of Regents Decisions: Regarding personnel and designated executives	***Secretary of the Board of Regents***	**Permanent**	***Archives or On Site***
Paycheck & Direct Deposit Distribution List & Forms	***Controller's Office or Business Center***	**FY + 3 years**	***Secure***
Disciplinary Records: Classified	***Human Resources***	**FY last date of employment + 7 years**	***Secure***
Disciplinary Records: Faculty	***Human Resources***	**FY last date of employment + 7 years**	***Secure***
Disciplinary Records: Faculty-Dismissed Charges	***President***	**1 year (Code, Ch. 6, Sec. 6.15)**	***Secure or Release to person charged if requested***
Equal Pay Act Records: (e.g., any records that describe or explain the basis for payment of any wage differential to employees of the opposite sex in the same institution)	***Human Resources; Office Where Generated***	**FY + 7 years**	***Secure***
Evaluation of Work Performance: Faculty and Staff (See also Evaluations, Class/Course)	***Human Resources; Office Where Generated***	**FY last date of employment + 7 years**	***Secure***
Faculty Employment Documents: Appointments, tenure, promotions, evaluations	***Provost; Academic Affairs; Human Resources***	**FY last date of employment + 7 years**	***Secure***
Family Medical Leave Act (FMLA)	***Human Resources-- (maintained separately from other personnel records)***	**FY last date of employment + 7 years**	***Secure***
Fitness for Duty	***Human Resources-- (maintained separately from personnel files)***	**FY last date of employment + 7 years**	***Secure***
Grievances-Classified	***Business Center North; Business Center South***	**FY last date of employment + 7 years**	***Secure***
Grievances-Faculty	***Human Resources; Faculty Senate***	**FY last date of employment + 7 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Immigration & Naturalization Records, I-9 Forms	***Human Resources; Office Where Generated; Office of International Students & Scholars (OISS)***	**FY of date of hire plus 3 years, or FY of termination plus 1 year, whichever is later**	***Secure***
Immigration Reform & Control Act Records	***Human Resources***	**FY + 7 years**	***Secure***
Leave Records	***Human Resources; Office Where Generated***	**FY last date of employment + 7 years**	***Secure***
Letters, Congratulatory	***Human Resources***	**FY last date of employment + 7 years**	***Regular***
Nevada Ethics Acknowledgment Statement	***Human Resources; Board of Regents***	**FY last date of employment + 7 years**	***Regular***
Oaths	***Human Resources***	**FY last date of employment + 7 years**	***Secure***
Personnel, Payroll & Retirement Information	***Human Resources; Payroll; Office Where Generated or Maintained***	**FY last date of employment + 7 years**	***Secure***
Personnel Records, Student: Includes documentation of work-study and non-work study students	***Human Resources***	**FY last date of employment + 7 years**	***Secure***
Personnel Requisition for Classified Staff Department: Request placed whenever a position within the department becomes vacant	***Human Resources***	**FY + 3 years**	***Regular***
Position Description	***Human Resources***	**Active + 3 years**	***Regular***
Recruitment Records	***Human Resources***	**FY + 3 years**	***Secure***
Self-Disclosure of Criminal Convictions Documentation	***Human Resources***	**FY last date of employment + 7 years**	***Secure***
Unemployment Compensation Records	***Human Resources***	**FY + 7 years**	***Secure***
Visa Related Documents	***Human Resources***	**FY last date of employment + 7 years**	***Secure***
Volunteer Records	***Human Resources***	**FY last date of volunteering + 7 years**	***Secure***
Worker's Compensation Records: Work related injuries and illnesses	***Human Resources & Risk Management***	**FY last date of employment + 7 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
INFORMATION TECHNOLOGY RECORDS			
Application Development Files: Records created and used in the development, redesign, or modification of an automated system of application	***System Computing Services or Institution IT Office***	**FY + 3 years**	***Secure***
Assets Inventory	***System Computing Services or Institution IT Office***	**FY + 7 years**	***Regular***
Conversion/Migration Plans: Records that deal with the replacement of equipment or computer operating systems due to hardware/software obsolescence or maintenance	***System Computing Services or Institution IT Office***	**FY + 3 years**	***Secure***
Data Documentation: Records necessary to access, retrieve, manipulate and interpret data in an automated system	***System Computing Services or Institution IT Office***	**FY + 3 years**	***Secure***
Disaster Preparedness & Recovery Plans: Records related to reestablishment of data processing services in case of a disaster	***System Computing Services or Institution IT Office***	**Until superseded**	***Secure***
Employee Access Control & Security Awareness Files	***System Computing Services or Institution IT Office***	**FY + 3 years**	***Secure***
Equipment Support Files: Information on data processing equipment, software, and other products and their vendors. Record of support services provided for specific data processing equipment, including site visit reports, service reports, service histories, and correspondence	***System Computing Services or Institution IT Office***	**FY + 3 years**	***Regular***
Hardware Documentation: Records documenting the use, operational, and maintenance of an agency's data processing equipment	***System Computing Services or Institution IT Office***	**FY + 3 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Help Desk Logs and Reports	***System Computing Services or Institution IT Office***	**FY + 1 year**	***Regular***
Policies for Data Processing: Including access, security, systems development, data retention and disposition, and data ownership. Records of procedures for data entry, the operation of computer equipment, production control, tape library, system backup, and other aspects of a data processing operation	***System Computing Services or Institution IT Office***	**Until superseded + 7 FY**	***Secure***
Risk Analysis	***System Computing Services or Institution IT Office***	**FY + 7 years**	***Secure***
Security Evaluations & Reviews	***System Computing Services or Institution IT Office***	**FY + 3 years**	***Secure***
Source Code; Information System Specifications	***System Computing Services or Institution IT Office***	**FY + 3 years**	***Secure***
Systems Log Files	***System Computing Services or Institution IT Office***	**90 days**	***Secure***
Usage Files: Records created to monitor computer system and network usage including but not limited to log-in files, system usage files, data entry logs, and records of individual computer program usage	***System Computing Services or Institution IT Office***	**90 days**	***Secure***
Users Access Records: Records created to control individual access to a system for administrative and security purposes	***System Computing Services or Institution IT Office***	**FY + 7 years**	***Secure***
INSURANCE			
Certificates of Insurance, Indemnification Agreements, Hold-Harmless Agreements, Contracts (See also "Minors")	***System Risk Manager, System Contract Coordinator or Office Where Generated***	**FY + 7 years or if claim If claim is presented, turn over to Office of Risk Management and Insurance**	***Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Potential Claims Records	***Risk Management; Office Where Generated***	**FY + 3 years**	***Regular***
Property Insurance Inspection Reports	***Risk Management***	**FY + 5 years**	***Regular***
Property Losses File	***Risk Management***	**FY + 3 years**	***Regular***
IRS TAX DOCUMENTATION			
IRS Tax Documentation: Includes such documents as 1099s; records of state or federal taxes	***Administration & Finance; Payroll***	**CY + 4 years**	***Secure***
LEGAL			
Legal Files: Includes all litigation, research, correspondence, etc.	***General or System Counsel***	**FY + 7 years; Counsel may direct longer retention period**	***Secure***
Legal Opinions	***General or System Counsel***	**Permanent**	***Archives or On Site***
Medical Professional Liability Claims/Cases/Judgments/ Settlements	***NSHE Risk Management/ University of Nevada, Reno School of Medicine General Counsel/ University of Nevada, Las Vegas School of Medicine General Counsel***	**Permanent**	***Archives or On Site***
Subpoenas	***General or System Counsel***	**FY + 1 year**	***Regular***
Trademark Registrations/ Patents: Including all related correspondence and documents	***Tech Transfer, Office Where Generated or Other Designated Office***	**FY + 10 years**	***Archival Review; Regular***
LIBRARY			
Circulation, Patron ID, Reference Requests	***Office Where Generated***	**FY + 3 years**	***Secure***
Interlibrary Borrowed File For inventory purposes (record of material's physical location, not of the user)	***Office Where Generated***	**FY + 3 years**	***Regular***
Interlibrary Loan File For inventory purposes (record of material's physical location, not of the user)	***Office Where Generated***	**Until administrative need is satisfied**	***Regular***
Miscellaneous Administrative: Including documents, correspondence, inventory lists, etc.	***Office Where Generated***	**FY + 3 years**	***Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Records of Overdue Materials	***Office Where Generated***	**FY + 3 years**	***Secure***
Videotape Production Records, Collections	***Office Where Generated***	**FY + 3 years**	***Archival Review; Regular***
MEDICAL			
Business Associate Agreements	***Office Where Generated***	**FY + 7 years**	***Regular***
Clinical Patient Billing Records	***Office Where Generated or Institution Controller***	**FY + 7 years**	***Secure***
Clinical Patient Medical Records	***Office Where Generated***	**Minors to age 18 + 7 years; All others - FY + 7 years**	***Secure***
Controlled Drug Administrative, Audit & Dispensing Records	***Office Where Generated***	**FY + 5 years**	***Secure***
Daily Drug Dispensing Records	***Office Where Generated***	**FY + 5 years**	***Secure***
HIPAA-Related Forms, Compliance & Audit Documents	***Office Where Generated***	**FY + 7 years**	***Secure***
Prescription Records	***Office Where Generated***	**FY + 5 years**	***Secure***
MINORS			
Releases/Waivers/Hold Harmless/Indemnification Documents for Activities Involving Minors (e.g. camps)	***Office Where Generated***	**FY + 25 years or age of majority plus 7 FY**	***Secure***
OPEN MEETING LAW RECORDS (SEE BOARD OF REGENTS			
Audiotape	***Foundation; Student Government***	**FY + 5 years; or permanent if no minutes generated**	***Secure***
Minutes, Notices, Agenda, Support Materials, etc.	***Foundation; Student Government***	**Permanent**	***Archival Review; Regular***
POLICE SERVICES			
Background Checks	***Police Department***	**FY + 7 years**	***Secure***
Citations:			
Criminal citations	***Police Department***	**FY + 3 years**	***Secure***
Parking citations	***Parking Enforcement***	**FY + 2 years**	***Secure***
Traffic citations	***Police Department***	**FY + 2 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Crime/Incident Reports Includes all incidents involving officers such as traffic, burglary, assault, etc. and supporting documentation, arrest records, lab reports, victim information	***Police Department***	**FY + 5 years**	***Secure***
Crime Statistics for Clery Act Reports, etc.	***Police Department***	**FY of public disclosure/publishing + 7 years**	***Secure***
Department Reports	***Police Department***	**Permanent**	***On Site***
Dispatch Unit Transmission Log	***Police Department***	**FY + 3 years**	***Secure***
Dispatch Unit Transmission Recordings	***Police Department***	**90 days**	***Secure***
Equipment: Issued to personnel	***Police Department***	**Life of the equipment**	***Secure***
Evidence & Seized Property	***Police Department***	**Same as applicable incident/crime report or case**	***Secure***
Evidence Destruction Records	***Police Department***	**Same as applicable incident/crime report or case**	***Secure***
General Records: Correspondence, community service programs, miscellaneous records	***Police Department***	**FY + 4 years**	***Secure***
In-Car Recordings	***Police Department***	**90 days**	***Secure***
Intelligence Research, Reports & Information	***Police Department***	**5 years**	***Secure***
Internal Affairs	***Police Department***	**7 years**	***Secure***
Interstate Identification Index	***Police Department***	**FY + 3 years**	***Secure***
Investigation Files not resulting in arrest (all others are part of the applicable incident/crime report or case file	***Police Department***	**Statute of limitations**	***Secure***
K9 Records	***Police Department***	**FY + 3 years**	***Secure***
POST Certification Records	***Police Department***	**FY last date of employment + 7 years**	***Secure***
Radio & Car Logs	***Police Department***	**FY + 1 year**	***Secure***
Recorded Communications	***Police Department***	**Until superseded**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Security Surveillance Tapes	***Police Department***	**Minimum retention 7 days (unless needed or subpoenaed as evidence)**	***Secure***
Sex Offender Registration Records	***Police Department***	**Life of individual**	***Secure***
Specific Crime Records:			
DUI and Domestic Violence	***Police Department***	**FY close of case + 7 years**	***Secure***
Homicides and sex crimes	***Police Department***	**FY close of case + 65 years**	***Secure***
Misdemeanors	***Police Department***	**FY close of case + 7 years**	***Secure***
Other Felonies	***Police Department***	**FY close of case + 25 years**	***Secure***
Unsolved Cases	***Police Department***	**Permanent**	***On Site***
Training Records	***Police Department***	**FY last date of employment + 7 years**	***Secure***
Warrants/Wanted Files	***Police Department***	**FY + 3 years**	***Regular***
Weapons Discharge Records	***Police Department***	**FY + 3 years**	***Secure***
Weapons Inventory Records	***Police Department***	**FY + 3 years**	***Secure***
Weapons Qualification Records	***Police Department***	**FY + 3 years**	***Secure***
PUBLIC RELATIONS RECORDS			
Public Service Announcement, News Releases, Information Flyers, Brochures, Newsletters, Other Publications, etc.	***Government Relations or Public Relations***	**FY + 5 years**	***Archival Review; Regular***
PUBLICATION, STATISTICAL DATA/DOCUMENTS, AND REPORTS			
Reports to Board of Regents	***Board of Regents or Chancellor's Office***	**Permanent**	***Archives or On Site***
State or Federal Reports	***Office Where Generated***	**Permanent**	***Archives or On Site***
REAL ESTATE RECORDS			
Copies of Deeds, Easements: Including other documents related to real property transactions	***System, Institution Facilities or Real Estate Office***	**Permanent**	***Archives or On Site***
Leases	***System, Institution Facilities or Real Estate Office***	**FY of expiration date + 7 years**	***Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
RESEARCH, GRANTS AND SPONSORED PROJECTS			
Animal Research & Veterinary Records	***Office Where Generated***	**FY + 3 years**	***Secure***
Export Control Export controls-related records, including: contracts, license and license applications; invitations to bid; shipping documents; financial and accounting records; license exception records; notifications from regulatory agencies; and all notes, memoranda and correspondence related to export transactions	***Office Where Generated***	**Required federal retention period – for EAR, ITAR, OFAC records + 5 years; longer retention period may apply only if requested by government agency**	***Secure***
Grants & Agreements: Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations	***Office Where Generated or Sponsored Projects Office***	**FY submission of final expenditure report + 7 years, unless otherwise provided in terms of grant or contract**	***Secure***
Grants & Agreements: Uniform and Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments	***Office Where Generated or Sponsored Projects Office***	**FY of starting date + 3 years**	***Secure***
Institution or System Contracts: Subject to specific state, federal or contract requirements	***System Office or Office Where Generated***	**Required state, federal or contract retention period**	***Destroy in accordance with applicable state, federal or contract requirements or Secure***
Institutional Animal Care & Use Records (IACUC)	***Office Where Generated***	**Required state, federal or contract retention period**	***Destroy in accordance with applicable state, federal or contract requirements or Secure***
Institutional Biosafety Review Records: Review of projects involving recombinant DNA	***Office Where Generated***	**Permanent**	***On site or Archives***
Institutional Review Board for Use of Human Subjects in Research (IRB)	***Office Where Generated***	**Required state, federal or contract retention period**	***Destroy in accordance with applicable state, federal or contract requirements or Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Research Projects-Approved: Files containing proposal, budgets, accounting information, correspondence and reports for grant funded and non-grant funded research	***Office Where Generated or Office of Sponsored Projects***	**FY + 5 years or required state, federal or contract retention period**	***Destroy in accordance with applicable state, federal or contract requirements or Secure***
Research Projects-Rejected: Files containing proposal and correspondence for grant funded and non-grant funded research	***Office Where Generated or Office of Sponsored Projects***	**FY + 1 year**	***Destroy in accordance with applicable state, federal or contract requirements or Secure***
Sponsored Research	***Office Where Generated or Office of Sponsored Projects***	**Follow applicable rules of grant**	***Destroy in accordance with applicable grant requirements or Secure***
STUDENT AND COURSE RECORDS			
Academic Catalogs	***Registrar, Admissions and Records or Academic Affairs***	**Permanent**	***Secure***
Acceptance Letter	***Admissions***	**FY + 1 year**	***Secure***
Administration of Educational Assistance Program Records	***Office Where Generated***	**FY of enrollment + 3 years or FY date of test + 3 years**	***Secure***
Advanced Placement Results	***Admission***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Advising Files: Includes notes about student, possible courses the student would take, and correspondence with student	***Office Where Generated***	**FY + 1 year**	***Secure***
Alien Registration Receipt Card	***Office Where Generated***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Regular***
Annual Interim Federal Grant Fiscal Reports: Reporting to federal government on expenditures for federal grant programs	***Office Where Generated***	**FY + 7 years**	***Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Application for Admission/ Readmission	***Admissions***	**FY + 1 year**	***Secure***
Applications for Graduation	***Office Where Generated***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Arrival Departure Record	***International Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Athletic Records	***Office Where Generated***	**Athletic Association Rules/NCAA**	***Secure***
Attendance Records/Rosters	***Office Where Generated***	**End of Term**	***Secure***
Audit Authorization	***Registrar***	**FY + 1 year**	***Secure***
Campus Newspaper Records	***Office where Generated***	**Permanent**	***On Site or Archives***
Catalogs	***Registrar***	**Permanent**	***Archives***
Certificate of Eligibility for Visa Status	***International Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Change in Major	***Academic Affairs***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Change of Course (Drop/Add)	***Registrar***	**FY + 1 year**	***Secure***
Change of Grade Record	***Registrar***	**Permanent**	***On Site or Archives***
Change of Personal Data Record	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Class List/Class Roster	***Registrar, Admissions & Records***	**FY + 1 year**	***Secure***
Class Lists-Original	***Registrar, Admissions & Records***	**Permanent**	***On Site or Archives***
Class Schedule (Student)	***Registrar, Admissions & Records***	**FY end of term + 1 year**	***Secure***
Commencement Programs	***Registrar***	**Permanent**	***On Site or Archives***
Correspondence (Student)	***Academic Affairs***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Counseling Records	***Office Where Generated or Department Where Generated***	**FY graduation + 7 years or FY last term of attendance + 7 years**	***Secure***
Course Syllabi	***Office Where Generated or Department Where Generated***	**FY + 3 years**	***Regular***
Coursework: Student tests, examinations, quizzes, papers, projects, etc., leading to a grade and to a posting on the official student record of the registrar	***Instructor***	**End of class + 120 calendar days**	***Secure***
Credit by Exam	***Registrar, Admissions & Records***	**FY applied to record + 1 year**	***Secure***
Credit by Exam Report/Scores	***Registrar***	**FY + 1 year**	***Secure***
Credit/No Credit Approval (Audit, Pass/Fail)	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Curriculum Change Authorizations	***Registrar, Admissions & Records***	**FY graduation + 3 years or FY last term of attendance + 5 years**	***Secure***
Curriculum Development Documentation: Files documenting approval of new programs and degrees	***Provost or Academic Affairs Office***	**Permanent**	***Archival Review; Regular***
Degree Audit Record	***Academic Affairs***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Direct Loan Program	***Financial Aid Office***	**Federal Student Aid (Title IV) Requirements**	***Secure***
Disciplinary Action Record-Expulsion	***Office where generated or Student Conduct Office***	**Permanent**	***On Site***
Disciplinary Action Record-General	***Office Where Generated or Student Conduct Office***	**FY graduation + 7 years or FY last term of attendance + 7 years**	***Secure***
Dual Enrollment Forms (High School)	***Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
eLearning: In web-based platforms, exams, assessments, chats, discussions, blog postings, wiki postings, etc.	***Provost or Academic Affairs Office***	**End of class + 120 calendar days**	***Secure***
eLearning Course Records: Used for grading	***Student Services or Academic Affairs Office***	**End of class + 120 calendar days**	***Secure***
Employment Authorization (Work Permit)	***International Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Enrollment Verification	***Registrar***	**FY + 1 year**	***Secure***
Entrance Exam Results/Scores	***Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Evaluations, Class/Course: Summary evaluations of course by students	***Provost or Academic Affairs Office***	**FY + 1 year**	***Secure***
Federal Perkins Loan Program	***Financial Aid Office***	**FY date the loan is cancelled, repaid, or otherwise satisfied + 3 years**	***Secure***
FERPA: Requests, 3rd party authorizations, appeals and hearing decisions	***Registrar, Admissions & Records***	**Permanent**	***Secure***
Financial Aid Records (non-Title IV): Millennium, SSOG, state & institutional aid programs scholarships	***Financial Aid Office***	**FY award year + 3 years**	***Secure***
Foreign Students: Exchange Visitor Program-J-1 Visa; all records	***Office of International Students & Scholars (OISS)***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Foreign Students: SEVP Reporting Documents (SEVP-Certified Schools only)	***Office of International Students & Scholars (OISS)***	**FY in which student is no longer pursuing a full course of study (or FY date of denial if reinstatement is denied) + 3 years**	***Secure***
Grade Book	***Office Where Generated***	**FY course completion + 5 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Grade Change & Appeal Documents	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Graduation Authorization	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Graduation Lists	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Regular***
Health Professions Student Loan	***Financial Aid Office***	**US Department of Health & Human Services Requirements**	***Secure***
Higher Education Assistance Programs ("HEA" or "Title IV") Financial Aid Records: Federal Perkins Loan, Federal Work Study (FWS), Federal Supplemental Educational Opportunity Grant (FSEOG), Federal Pell Grant, ACG, National SMART Grant, William D. Ford Federal Loan or TEACH Grant Program	***Financial Aid Office***	**Federal Student Aid (Title IV) Requirements**	***Secure***
Hold or Encumbrance Authorizations	***Held by Originating Office***	**FY graduation + 7 years or FY last term of attendance + 7 years**	***Secure***
Housing/Residence Hall Records	***Office Where Generated***	**FY graduation + 7 years or FY last term of attendance + 7 years**	***Secure***
Immunization Records	***Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Instructor Evaluations-by students	***Dean or Department Chair's Office***	**FY + 1 year**	***Secure***
Internship/Service Learning	***Office Where Generated***	**FY graduation + 7 years or FY last term of attendance + 7 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Legal Services	***Office Where Generated***	**FY graduation + 7 years or FY last term of attendance + 7 years**	***Secure***
Letters of Recommendation Regarding Admission to NSHE Institution	***Admissions & Records or Graduate or Professional School***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Letters of Recommendation Other Purposes	***Office Where Generated***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Military Documents	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Name Change Authorization	***Registrar***	**FY + 1 year**	***Secure***
Nursing Student Loans	***Financial Aid Office***	**FY retirement of loan or from when ceases to be a full-time or half-time student + 5 years**	***Secure***
Organizations: Clubs, other student groups	***Office Where Generated***	**FY + 3 years**	***Regular***
Organizations: Student government--constitution, bylaws and other records	***Office Where Generated***	**FY + 3 years**	***Archival Review; Regular***
Pass/Fail Record	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Passport Number	***International Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Placement Test Results/ Scores	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Probation/Suspension/ Dismissal Records	***Academic Affairs***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Readmission Records	***Admissions & Records or Graduate or Professional School***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Recruitment Records	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
REG Email Correspondence (All)	***Registrar***	**FY term admitted + 1 year**	***Secure***
Registration Record	***Registrar***	**FY registered term + 1 year**	***Secure***
Releases/Waivers/Hold Harmless/Indemnification Documents for Activities: Non-minor students	***Office Where Generated***	**FY graduation + 7 years or FY last term of attendance + 7 years**	***Secure***
Request for Formal Hearing (FERPA)	***Office Where Generated***	**Permanent**	***On Site***
Requests and Disclosure of Personally Identifiable Information (FERPA)	***Office Where Generated***	**Permanent**	***On Site***
Statement of Educational Costs	***International Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Statement of Financial Responsibility	***International Admissions***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Student Exams/Papers	***Academic Affairs***	**FY course completion + 1 year**	***Secure***
Student Records-Accepted & Enrolled: Change of course, audit authorization, email, correspondence, transcript requests, enrollment verification, name change	***Registrar; Admissions and Records***	**FY + 1 year**	***Secure***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Student Records-Accepted & Enrolled: Grade change appeals, graduation authorization, admission acceptance, advance placement results, dual enrollment forms, entrance exam results/scores, immunization records, recruitment records, waiver of right to access letters of recommendation, external transcripts, change of personal data record, transfer credit or hours accepted, residency documentation, Form I-20 (VISA) for foreign students, overload petitions, application for graduation, and placement documentation, withdrawal Authorizations/Leaves of Absence	***Registrar; Admissions and Records***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Student Records-Accepted & Not Enrolled: Student-specific correspondence relating to admission and enrollment at the institution. Correspondence, recruitment, references and recommendations, entrance exams, Advanced Placement documentation	***Student Services or Academic Affairs Office***	**FY + 18 months**	***Secure***
Student Records-Denied: Letters notifying students of non-acceptance to the institution. Correspondence, recruitment, references and recommendations, entrance exams, and Advanced Placement documentation	***Student Services or Academic Affairs Office***	**FY application term + 1 year**	***Secure***
Student Recruitment Materials-General: Videos, publications, poster, advertisements, etc. used to recruit students to attend the institution	***Office Where Generated***	**FY + 5 years**	***Archival Review; Regular***

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
Student Registration-Related	***Registrar, Admissions & Records***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Student Request for Non-Disclosure of Directory Information	***Student Services***	**Permanent**	***On Site***
Student Waivers for Rights to Access to Letters of Recommendation	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Student Written Consent for Records Disclosure	***Student Services***	**Permanent**	***On Site***
Transcript Request (Student)	***Registrar***	**FY + 1 year**	***Secure***
Transcripts (High School and College)	***Registrar***	**Permanent**	***On site***
Transfer Credit Evaluation	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Veterans Administration Certifications/Benefits	***Registrar, Admissions & Records***	**FY graduation + 5 years or FY last term of attendance + 5 years**	***Secure***
Visa Related Documents	***International Student Office***	**FY graduation + 5 years or FY last term of attendance + 5 years**	***Secure***
Vocational Rehabilitation & Education Records	***Office Where Generated***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***
Withdrawal Authorization	***Registrar***	**FY graduation + 3 years or FY last term of attendance + 3 years**	***Secure***

(Added 12/15; A. 9/16, 3/18, 9/18)

SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL

CHAPTER 17

TEMPORARY HOURLY APPOINTMENTS

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Section 1. Temporary Hourly Appointments

Temporary hourly positions are at will appointments intended to meet short-term, temporary needs of an employer. Appointments may be established for up to a 12-month period, limited to the fiscal year July 1-June 30, not to exceed 1,039 hours except under the conditions specified in this Chapter. Temporary hourly appointments are part-time with variable hours.
(Added 6/16)

Section 2. Temporary Hourly Employment

1. Compensation
    a. Hourly wage: The hourly wage must adhere to the pay schedule and titles provided.
    b. Overtime: Overtime is earned at a rate 1.5 times the hourly wage for time worked over 40 hours per work week. Overtime must be requested and approved in advance and should be incurred sparingly.
    c. Holidays: Ineligible for paid holidays or additional pay for time worked on holidays.
    d. Payroll: Semi-monthly.

2. Meal and Rest Periods
    a. Meal Period: A 30 minute unpaid meal break must be provided for any shift of six or more hours. The meal break should be taken in the middle of the work shift.
    b. Rest Periods: Employees must be afforded 15 minute paid rest periods for each four hour period of work to be taken in the middle of the work period.

3. Benefits
    a. Leave: Temporary hourly employees are ineligible to accrue leave.
    b. Retirement:
        i. Temporary hourly employees contribute to the FICA Alternative Retirement Plan (FARP).
        ii. If a temporary hourly appointment exceeds 1,039 hours both the employee and employer are subject to retroactive retirement contributions to the Public Employees Retirement System (PERS). All hours worked up to 40 hours per work week are included in determining PERS eligibility; hours worked over 40 per work week are excluded.
    c. Medical Benefits: NSHE adheres to the requirements of the Affordable Care Act (ACA). Temporary hourly employees are considered part-time variable hour employees. Hours will be measured during the first 10 months of employment to determine eligibility for medical benefits for the following 10 months, also known as stability period. The employee will be eligible for benefits during the stability period if they work at least 1,300 hours over the 10-month measurement period.
    d. Breaks in service between temporary hourly and appointments to other employee types are not required.
        i. Time worked in a temporary hourly position does not count toward seniority or leave accruals.
        ii. Pay earned as a temporary hourly will not be considered to determine base pay for a different employee type.

iii. Time spent in a temporary hourly appointment counts toward PERS eligibility if a temporary hourly employee is hired into an intermittent classified appointment with similar duties. In all other cases, PERS contributions begin on the first day of the classified appointment.

(Added 6/16; A. 12/16)

Section 3. At Will Employment

Temporary hourly employment is at will. Either party may terminate the employment relationship without cause or notice for lawful reasons.
(Added 6/16)

Section 4. Temporary Hourly Titles and Description

1. Temporary, Business – Temporary, business positions perform specialty business functions such as accounting, purchasing, human resources, graphic design, publications editing, museum curation, etc.

2. Temporary, Clerical – Temporary, clerical positions perform traditional clerical support duties for a department or executive. Duties may include, but are not limited to, reception, executive assistance, student registration, account reconciliation and basic budgeting, data entry, generation of correspondence and mailings, filing, library circulation, library shelving, book retrieval, etc.

3. Temporary, Education – Temporary, education positions perform educational services to audiences outside of the traditional higher education environment such as a community educational program or pre-school setting.

4. Temporary, Events – Temporary, events positions support all aspects of events and productions at University Events Centers which do not require a background check. Positions may support guest services, ticketing, housekeeping, or production.

5. Temporary, Events 2 – Temporary, events 2 positions perform specialty services for a University Events Center requiring higher compensation than typical event support positions (ex. performers).

6. Temporary, Events Background Check – Temporary, events positions support all aspects of events and productions at University Events Centers for which ensuring public safety requires a background check. Positions are most commonly associated with stage development or other production activities such as lighting and rigging.

7. Temporary, Intern – Temporary, intern positions exist for enrolled college students seeking hands-on work experience in their field of study.

8. Temporary, Interpreter – Temporary, interpreter positions perform language interpretation services on behalf of students, faculty or staff, in support of the learning and employment experience.

9. Temporary, Maintenance – Temporary, maintenance positions maintain NSHE buildings, grounds, and equipment, including maintenance support for events.

10. Temporary, Skilled Craft – Temporary, craft positions perform journey level skilled trades.

11. Temporary, Research – Temporary, research positions are either directly involved in performing scientific research or supporting scientific research activities (e.g., maintaining a lab or maintaining research equipment). Positions may be assigned within a laboratory, field environment, or survey/statistical center.

12. Temporary, Safety – Temporary, safety positions are responsible for ensuring the safety of the campus or general community 24/7, including ensuring safety for events. Examples include, but are not limited to, life guards, security guards, and reserve police officers.

13. Temporary, Service – Temporary, service positions perform direct services to campus students, faculty and staff or program customers. Examples include, but are not limited to, shuttle services, food services, textbook or retail sales in support of academics, etc.

14. Temporary, Tutor – Temporary, tutor positions provide direct services to students requiring academic support. Positions may provide tutoring service in a particular subject matter, proctor exams, take notes in classes, provide reading services, etc.

(Added 6/16)

Section 5. Overtime Eligible Administrative Faculty

1 Fair Labor Standards Act and Definition of Work

a. Overtime Eligible Administrative Faculty hold positions that do not meet the minimum salary threshold and/or the duties tests as required under the Fair Labor Standards Act in order to be classified as exempt.

b. Employees must receive pay for all time during which an employee is required to be on the employer's premises or performing work activities. All time controlled or required by the supervisor and pursued necessarily and primarily for the benefit of the employer must be counted as work time. When an employee is required, either by law or rules of the employer, or as an integral part of the performance of the individual's work, to wash up and/or change clothing on the institution's premises before or after working, the time spent changing and/or washing is work time. Attendance at lectures, meetings, training programs and similar activities need not be counted as hours worked if all of the following four criteria are met, namely: it is outside normal hours, it is voluntary, not job related, and no other work is concurrently performed. All time worked without authorization must also be counted as work time.

c. Work activities include, but are not limited to, performing the principle assignment, paid breaks, on-call, donning and doffing equipment, required trainings, work required travel (other than home to work travel), telephone conversations, responding to e-mail, texting for work purposes, etc.

2. Overtime

    a. Employees are eligible for overtime compensation when the employee works an excess of 40 hours in a workweek. Overtime must be approved by the employee's supervisor in advance.

    b. Employees who work overtime without authorization are subject to disciplinary action.

    c. The "workweek" is a calendar week, running from 12:01 a.m. Sunday to 12:00 p.m. Saturday.

    d. Annual leave, sick leave, use of compensatory time and paid holidays are not counted toward time worked for overtime calculation purposes.

    e. Departments are encouraged to use flexible schedules to limit overtime costs and demands upon employees.

    f. In order to ensure a proper work and personal life balance and to protect employees from excessive work schedules and to limit an employer's cost liabilities, overtime must be kept to a minimum.

3. On-Call Work

    a. On-Call – When employees are required to restrict their whereabouts and activities in order to be available for return to work to meet emergencies, they shall receive "on-call" compensation at the rate of 5% of their regular hourly rate for every hour they are on-call. Employees are considered on-call if they are directed to remain available for notification to work during specified hours that are outside their customary work schedule and if they must be able to report to work within a reasonable time specified by the department to perform on-call duty. Use of cellular phones, beepers, pagers, or other means of remaining available for contact, which do not require any restriction on an employee's whereabouts or activities, are not compensable as "on-call" time.

    b. Time spent engaging in work when responding to a "call" is considered time worked and as appropriate should be included for overtime calculation purposes.

4. Accrual and Use of Annual Leave, Sick Leave and Compensatory Time

    a. Annual and sick leave is earned and taken on an hourly basis (not full-day and half-day increments). For employees, annual and sick leave is accrued at the rate of 16 hours per month (pro-rated by Full Time Equivalent for part-time employees).

    b. Employees are eligible to earn compensatory time at a rate of time and one-half in lieu of cash payment for overtime worked.

        i. Compensatory time off must be requested and approved in advance by the faculty member. A supervisor may direct a faculty member to use accrued compensatory time.

        ii. Compensatory time off shall be used within six months of the date earned (unless otherwise approved by the supervisor) and must be exhausted prior to annual leave unless annual leave forfeiture exists at the end of the fiscal year.

        iii. While on FMLA leave, if annual, sick and compensatory time is available, the order of use of leave is sick, compensatory, and then annual.

iv. Employees may not carry a balance of more than 120 hours of compensatory time at any time, including between fiscal years.

v. Managers may choose to pay cash in lieu of compensatory time.

vi. Employees may request cash payment in lieu of compensatory time.

5. Time Tracking

   a. Employees must establish a record showing their schedule of daily and weekly hours or input their time worked in a time tracking system

   b. The schedule is in effect until a new schedule is established.

   c. It is assumed the stated schedule is followed each week, unless overtime is requested in advance by the employee and approved by the supervisor.

   d. The record of the employee's schedule should be maintained (electronically or on paper) in the department's personnel files.

   e. Any annual or sick leave taken must be recorded, through a leave request, as an exception to the regular schedule.

   f. Employees must request a compensatory time credit via the method established by the institution.

6. Travel Time

   a. Employees who are otherwise entitled to pay for overtime may earn overtime for traveling if the actual work time and travel time exceed 40 hours in a workweek.

   b. Travel time begins when the employee leaves their workstation, or home if authorized, and continues until the employee reaches the geographical location for the work assignment.

7. Breaks and Meal Periods

   a. Meal Period: An unpaid meal break of at least 30 minutes must be taken for any shift that exceeds six hours. The meal break should be taken in the middle of the work shift.

   b. Rest Periods: A 15 minute paid rest period must be provided for each four hour period of work, to be taken in the middle of the four hour work period.

   c. An employee must be relieved of all work activities during meal and rest periods.

(Added 12/16)

SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL

CHAPTER 18

INFORMATION AND COMMUNICATIONS TECHNOLOGY ACCESSIBILITY FOR SYSTEM ADMINISTRATION

Section 1. Information and Communications Technology (ICT) Accessibility (Effective June 25, 2018).....2

Section 1. Information and Communications Technology (ICT) Accessibility (Effective June 25, 2018)

1. Policy Statement

   The Nevada System of Higher Education System Administration ("SA") is committed to providing information and communications technology that has been developed, procured or utilized to be accessible to all, and in particular, to individuals with disabilities, including those who use assistive technologies. SA web pages, web applications, web content and website must either conform at a minimum with World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, or their content and functionality must be made available upon request in an equally effective and accessible alternative manner.

2. Scope of Policy
   a. This policy applies to Information and Communications Technology (ICT) that is developed, procured, or utilized by SA for SA programs, services or activities.
   b. Except as otherwise provided herein, this policy does not apply to ICT utilized and intended solely for internal SA operations, except to the extent accessibility is required for an individual with a disability.
   c. SA is not required to take any action that results in a fundamental alteration in the nature of a service, program, or activity or in undue financial or administrative burden pursuant to this policy, but must nevertheless ensure, to the maximum extent possible, that qualified individuals with disabilities receive the benefits or services provided by SA. The Chancellor, or any designee who has budgetary authority may approve exceptions to this policy based on a determination that the action would result in a fundamental alteration or undue burden.

3. Definitions
   a. Accessible:

      Refers to the concept that individuals with disabilities are able to independently acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as their nondisabled peers, with substantially equivalent ease of use.

   b. Department Buyer:

      The department within the business unit that will be making the arrangement with the vendor.

   c. Equally Effective Alternate Access:

      Refers to an alternative format, medium, or other aid that timely and accurately communicates the same content as does the original format or medium, and which is appropriate to an individual's disability. To provide equally effective alternate access, alternatives are not required to produce the identical result or level of achievement for individuals with and without disabilities, but must provide appropriate auxiliary aids and services as necessary to afford individuals with disabilities an equal opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement, in the most integrated setting appropriate to their needs.

d. ICT:

Information and Communications Technology (ICT) includes, but is not limited to, computer hardware and software, operating systems, computer or web-based information and applications, cellular and mobile apps, enterprise applications, learning management systems, telecommunication products, information kiosks and transaction machines, World Wide Web sites (including web pages, web applications, and web content), multimedia, and office equipment.

e. Purchase Requestor:

Business unit making the request for ICT procurement.

f. SA:

Nevada System of Higher Education System Administration ("SA") refers to the following three business units: (1) System Computing Services ("SCS"), Chancellor's Offices (sometimes referred to as "NSHE"), and Nevada System of Higher Education Sponsored Projects EPSCoR ("EPSCoR").

g. Service Owner:

Refers to the individual within a business unit who is responsible for accessibility of the ICT as identified by Client Services Management.

h. VPAT:

A Voluntary Product Accessibility Template (VPAT) is a tool that enhances industry-customer communications on ICT product and service conformance with relevant accessibility standards and guidelines.

4. Policies and Procedures

a. Identifying, reporting and addressing ICT that is not accessible to an individual with a disability.

i. Audits: SA shall conduct regular audits of SA sites to evaluate the accessibility of current on-line content and work diligently to achieve accessible access consistent with World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, or equally effective alternate access.

ii. Accessibility Notice: SA websites must contain a Notice to persons with disabilities regarding how to request access of on-line information or functionality that is inaccessible.

iii. Reporting Accessibility Issues: Concerns about accessibility and/or requests for accommodations may be sent to support@nshe.nevada.edu.

iv. Upon receiving notice of a concern relating to accessibility, Client Services Management will take the following steps:

1. Respond by email, and/or any other medium that is practical under the circumstances, to the individual raising the accessibility issue;
2. Open an accessibility case for tracking the issue;
3. Conduct a review of the issue raised, which may include verification that an accessibility issue exists;
4. Assign the issue to the appropriate Service Owner;

5. In collaboration with the Service Owner, close the accessibility case by recording, in writing the resolution of the issue. If an accommodation requested by an individual is not granted, the rational will be included in the written recording of the case closing.

v. Upon assignment of an issue by Client Services Management, the Service Owner will take the following steps:
   1. Work diligently to ensure the ICT is accessible, without undue delay. The preferred timeline for time-sensitive accessibility issues is two (2) business days. Where accessibility is not effectuated within two (2) business days, the concerned party raising the issue will be promptly notified in writing of the expected timeframe.
   2. Notify Client Services Management of the resolution of the issue with sufficient detail to allow Client Services Management to close the accessibility case.

vi. Where the Chancellor, or any designee who has budgetary authority, makes the determination that the requested action or accommodation would result in a fundamental alteration in the nature or a service, program or activity of SA, or undue financial or administrative burden, such action or accommodation is not required to be made by SA. Any such exception approved by the Chancellor or designee shall only be made after considering all resources available for use in the funding and operation of the service, program, or activity. If the Chancellor or designee approves such an exception, the Chancellor or designee must provide a written statement of the reasons for reaching that conclusion, including the cost of meeting the requirement, the available funding and other resources.

b. Exceptions

Under certain circumstances, SA is not required to adhere to the provisions in this policy. Some examples include the following:

i. Archived (i.e., content no longer in use but subject to records retention schedules) web pages and websites, unless specifically requested to be made accessible by an individual with a disability who has authorization to access the specified archived content. If such a request is made, SA must provide either access that complies at a minimum with WCAG 2.0 Level AA or equally effective alternate access for the individual with a disability;

ii. Web pages and websites designed solely to conduct research or created for developmental or test-site purposes, unless specifically requested to be made accessible by an individual with a disability who has authorization to access those web pages or websites. If such a request is made, SA must provide either access that complies at a minimum with WCAG 2.0 Level AA or equally effective alternate access for the individual with a disability;

iii. Electronic documents posted to SA websites and subdomains or within their web applications that meet all of the following requirements:
   (a) The documents are of interest to a specific and limited audience (e.g., researchers in a particular academic discipline);
   (b) The set of documents requiring remediation to conform at a minimum with WCAG 2.0 AA is voluminous (i.e., the total page count of the electronic documents that reside on a single web page exceeds 100 pages) or cannot be made accessible due to technical infeasibility; and

(c) The documents are presented in such a way that individuals with disabilities are able to identify documents or sections of documents of particular interest and request remediation of those documents in accordance with procedures established by the institution.

iv. Web pages, web applications, or web content that would result in a fundamental alteration in the nature of a service, program, or activity or in an undue financial or administrative burden to bring into compliance with WCAG 2.0 Level AA.

5. Procurement of ICT from Third-Parties

ICT acquisitions must follow the Purchasing Guidelines established by the Nevada System of Higher Education Business Center North (BCN) Purchasing Department. Additionally, when making ICT purchases or renewals, the purchase requestor or the department buyer must ensure a compliant Voluntary Product Accessibility Template (VPAT) or an acceptable alternative is attached to the P-Card, Request for Check paperwork or Requisition before the purchase can be paid/made.

When the purchase process includes a formal bid, BCN Purchasing Department will obtain the VPAT. Only vendors with a compliant VPAT or acceptable alternative will be evaluated and awarded the bid. The vendor must ensure all ICT conforms to the W3C's WCAG 2.0 Level AA. Vendors must submit a completed VPAT as part of the response/proposal. Vendors must declare if any portion of the proposed product under consideration does not fully conform to the W3C's WCAG 2.0 Level AA, the ways in which the proposed product is out of conformance and a remediation plan or acceptable alternative.

Any purchase of ICT that does not fully conform with the Benchmarks for Measuring Accessibility must be approved by the Chancellor.

6. Training

Web accessibility training is provided and/or facilitated by SA Client Services Management. Web accessibility training is required within 60 days of the date of hire and annually thereafter for the following individuals: content developers, webmasters, procurement officials, and all employees responsible for developing, loading, maintaining, or auditing web content and functionality. The training includes information about how to comply with the W3C's WCAG 2.0 Level AA. New content should be developed consistent with the W3C's WCAG 2.0 Level AA. (Added 9/18)

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FORMS APPENDIX

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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)

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)

NSHE System Office Cellular Phone / PDA / Data Plan Allowance Request Form
Revised: 5/2017

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) $20.00

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: _____

Department Account number to pay allowance from: _____

Supervisor Approval/Signature: _____

Date: _____

Vice Chancellor Approval/Signature: _____

Date: _____