

Nevada System of Higher Education

System Administration
4300 South Maryland Parkway
Las Vegas, NV 89119-7530
Phone: 702-889-8426
Fax: 702-889-8492



System Administration
2601 Enterprise Road
Reno, NV 89512-1666
Phone: 775-784-4901
Fax: 775-784-1127

SUMMARY OF TERMS ACTING PRESIDENT, COLLEGE OF SOUTHERN NEVADA DR. WILLIAM L. KIBLER

The Board of Regents of the Nevada System of Higher Education will contract with The Registry, an executive placement firm, for the services of Dr. William L. Kibler as Acting President, College of Southern Nevada, as follows:

- 1) Term: July 1, 2024 to June 30, 2025, or until a permanent President is appointed, whichever is later.
- 2) Services Fee: \$330,000.00 annual
Registry Fee: \$ 99,000.00 annual (30%)

Payable Monthly
Services: \$27,500.00
Registry Fee: \$ 8,250.00
- 3) Housing Allowance: \$1,000 per month.
- 4) Travel Reimbursement: Pre-approved travel related expenses to arrive/depart Nevada within the guidelines and limits set by the State of Nevada and in the manner prescribed by state regulations (*Handbook*, Title 4, Chapter 3, Section 30).
- 5) Host Account: Not eligible.
- 6) Benefits: Not eligible.
- 7) Car Allowance: Not eligible.
- 8) Cost of Living Adjustments (COLA): Not eligible.
- 9) Termination: For convenience, upon thirty (30) days' written notice by NSHE or The Registry.



THE REGISTRY

AND

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of May 2024 by and between The Board of Regents of the Nevada System of Higher Education (hereinafter “NSHE”) and ZRG Partners, LLC, doing business as The Registry (hereinafter “Registry”). NSHE and Registry may each be referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, NSHE desires to engage a qualified professional to perform the duties of Acting President, College of Southern Nevada on a temporary basis as more specifically described in an **EXPECTATIONS DOCUMENT**, attached hereto and incorporated herein as Exhibit A (the “Services”) and

WHEREAS, Registry will perform the Services through William L. Kibler, Sole proprietor, an independent contractor (the “Consultant”), who will assign a designated employee to perform the Services on behalf of the Consultant (the “Assigned Member”). No one other than William L. Kibler himself shall be engaged to perform the duties of Acting President, College of Southern Nevada.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions more particularly set forth below, the Parties agree as follows:

1. Services by Registry: Registry will perform the Services set forth in Exhibit A through the Assigned Member. The Parties agree that the Consultant sets the Assigned Member’s schedule, but that the Assigned Member will generally work the same or a similar schedule set by NSHE. The Registry shall be responsible for assessing performance under this Agreement, predicated upon evaluation reports prepared in accordance with applicable Board of Regents *Bylaws*, policies, and procedures. A senior officer of the Registry shall be available on call throughout the duration of the engagement to deal with all matters related to the Consultant’s performance of the Services on Registry’s behalf. Throughout the duration of this Agreement, one or more of the principals of the Registry shall be available to provide strategic advice to the Assigned Member’s contact at NSHE. The scope of Services described in Exhibit A are inextricably bundled and cannot be disaggregated. Upon written agreement, the Parties

may agree to an expansion of the Services set forth in Exhibit A for an additional fee as agreed to by the Parties.

2. Fees for Services: (a) NSHE will provide adequate working conditions, administrative support, and supplies as it deems necessary for Registry to perform its obligations under this Agreement.

(b) In exchange for Services, NSHE shall pay Registry an annualized consultant's fee of \$330,000.00 + a 30% Registry fee (reduced from 33%) of \$99,000.00 to be paid monthly, by NSHE to Registry in the amount of \$35,750.00: \$27,500.00 for Assigned Member and \$8,250.00 for Registry fee. In addition, William L. Kibler will also be provided a \$1,000.00 per month housing allowance as well as reimbursement for pre-approved travel-related expenses to arrive in Las Vegas, Nevada at the beginning of the assignment and to depart Las Vegas, Nevada at the conclusion of the assignment within the guidelines and limits set by the State of Nevada and in the manner prescribed by state regulations (*BOR Handbook*, Title 4, Chapter 3, Section 30). Payment amounts may only be changed upon the written agreement of the Parties. In the event the Term of this Agreement is extended, the Parties agree to negotiate an increase of the annual fee and the administrative fee.

(c) NSHE agrees to remit to Registry the amount due by the 15th day of each month. It is the Registry's responsibility to register in NSHE's Supplier Registration system, SReg, at [Supplier & Payment Registration BCN Purchasing \(nevada.edu\)](http://Supplier & Payment Registration BCN Purchasing (nevada.edu)).

It is anticipated by the Parties that the annual consultant's fee and the administrative fee will be increased by agreement of the parties in the case of multiple-year engagements and/or extended periods of engagement and the parties agree to negotiate one such increase every twelve months in good faith. In the event NSHE requests and authorizes additional services of Registry as provided under Section 1 of this Agreement, Registry shall submit an invoice to NSHE on or about the first of each month that succeeds the performance of said additional services, detailing expenses and consulting fees incurred during the preceding month. NSHE agrees to pay and/or reimburse Registry within thirty (30) days after receipt of each invoice for such additional expenses or consulting fees. In addition, payment for Services rendered will be made by Registry after Registry receives funds from the NSHE expressly allocated for services rendered by the Consultant.

(d) NSHE acknowledges that the exclusive placement of Consultant through the Registry to NSHE is of benefit to NSHE in that Assigned Member's fitness for and match with NSHE's needs have been determined by the Registry and the Registry is positioned to perform the Services through the Consultant (and Assigned Member) without the distractions and additional challenges provided by eligibility for the Assigned Member's permanent placement at NSHE. Accordingly, NSHE agrees that it will not, for a minimum period of the longer of two years from (i) the last day of Registry's service at NSHE under this or any subsequent agreement or (ii) the effective date of Consultant's resignation from the Registry (as acknowledged by the Registry), consider the Consultant or its Assigned Member for any position or professional relationship (whether as an employee, a consultant or otherwise) other than through the Registry.

NSHE acknowledges that the promises and restrictive covenant that it is providing in this Agreement are reasonable and necessary for the protection of the Registry and its clients' legitimate interests and that Registry would not have entered into this Agreement in the absence of such promises and covenants. If, at any time, the provisions of this Section 2 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 2(d) shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the NSHE agrees that this Section 2(d) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. In the event of a breach or material and substantial preparation of a breach of this Section 2 (d) by NSHE, NSHE agrees that Registry shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction to remedy any such breach or material and substantial preparation of a breach. In addition, upon a breach or material and substantial preparation of a breach of this Section 2(d) by NSHE, Registry may cease providing Services required by this Agreement.

3. Term: The effective dates of this Agreement shall be July 1, 2024 through June 30, 2025 or a permanent President is appointed for the College of Southern Nevada, whichever is later. If term extends beyond June 30, 2025, an Amendment must be proposed in writing by either Party.

This Agreement may be terminated for convenience by either Party giving thirty (30) days' notice in writing to the other party. A copy of the notice of termination for convenience must be provided to the Contractor. Upon such termination, NSHE shall pay Registry all amounts due for Services performed and expenses incurred through the effective date of termination.

If this Agreement is terminated for cause, payment and any other obligations will not accrue beyond the date of notice of termination. The Term of this Agreement may be extended by mutual written agreement of the Parties.

4. Status and Relationship of the Parties. The Assigned Member shall be considered an employee only of the Consultant.

(a) It is expressly agreed and understood that for all purposes, the Consultant shall, at all times, act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of Registry or NSHE and the Registry shall at all times act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of NSHE. The Assigned Member is and shall be considered an employee of the Consultant. It is further agreed that the Consultant shall have full and direct responsibility for compliance with respect to the Assigned Member and the Services with all federal, state and local requirements pertaining to taxes and other obligations of employers, including without limitation Social Security taxes, unemployment insurance, workers' compensation, and comparable matters. Consultant has acknowledged to Registry that all such obligations are the Consultant's

sole responsibility and that it complies with, and will continue to comply with, all laws and regulations regarding the withholding and payment of payroll taxes and charges, including, without limitation, FICA, FUTA and state unemployment withholding taxes. Consultant has represented that it is exempt from an obligation in the state in which the Services are performed to carry workers' compensation insurance (or provide self-insurance) for the Assigned Member or, if not so exempt, covenants that it will provide Registry with a certificate of insurance evidencing workers' compensation coverage.

(b) Registry acknowledges that it is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of NSHE or to bind it in any manner.

(c) Except as provided in Section 2, Registry acknowledges that it is not entitled to any benefits, coverages or privileges applicable to employees, including, without limitation, medical, dental or life insurance coverage, workers' compensation coverage or participation in any NSHE retirement plan. Registry agrees not to make any claim of entitlement to any such plan or program. All such benefits, if any, are the Consultant's sole responsibility.

(d) The Services being provided are part of a business in which Registry is customarily engaged as an independently established business (either as a sole proprietorship, limited liability entity, partnership or other entity), separate from and unrelated to NSHE's business. The Consultant has agreed to provide NSHE with the Consultant's business card and website address, if available, prior to the commencement of the Services. The Registry's website is www.registryinterim.com.

(e) Registry performs, and will perform, the Services according to a schedule it maintains, free from NSHE's control and direction with respect to the manner in which the Services are performed. The Parties agree that any Services provided by Registry in connection with the placement of Consultant with NSHE, are not and will not comprise supervision by the Registry of the Services.

(f) In the event that the definition of "employee" or "contractor" under the Internal Revenue Code of 1986, as amended and as interpreted by the Internal Revenue Service, or under applicable state law, is amended such that Registry becomes an employee of NSHE under applicable law, the Parties agree that they will take such action as is necessary to ensure Registry's continued status as an independent contractor or will terminate this Agreement.

5. Confidentiality. Neither Party will at any time, whether during or after the termination of this Agreement, reveal to any person or entity any of the trade secrets or confidential, proprietary or non-public information concerning the organization, business, finances or assets of the other Party or of any third party which a Party is under an obligation to keep confidential (including Consultant or the Assigned Member) including but not limited to inventions, products, designs, methods, know-how, techniques, systems, processes, software programs and/or code, works of authorship, projects, plans, proposals, modifications, discoveries, developments, improvements, formulas, data, know-how, trade secrets or intellectual property rights whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes, and the notes, memoranda, reports, lists, records,

drawings, sketches, specifications, data, documentation or other materials of any nature containing such trade secrets or confidential information (the "Confidential Information"), except as may be required in the ordinary course of performing this Agreement. Each Party shall keep secret all matters entrusted to it and shall not use, attempt to use or permit to be used any Confidential Information in any manner other than in the performance of this Agreement.

Further, each Party agrees and acknowledges that all Confidential Information of the other Party, in any manifestation, shall be and remain the sole and exclusive property of the other party and that immediately upon the termination of this Agreement, or at such other time as a Party may request, the other Party shall deliver all of the foregoing, and all copies thereof, to the requesting Party at its main office. Each Party further agree to return all other material owned by the other Party to it upon the earlier of request therefore or termination of this Agreement.

Notwithstanding this section, the Parties agree that NSHE is subject to the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, *et seq.* The Parties acknowledge that this Agreement, pursuant to Nevada's Public Records Act, is a public document and that NSHE may release copies of this Agreement to persons requesting the same.

6. Miscellaneous.

A.) This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof; provided however that it is meant to be read in conjunction and consistently with the placement agreement between Registry and Consultant relating to the performance of the Services. It shall supersede all prior agreements or understandings between NSHE and Registry or their agents, whether oral or written. Amendments to this Agreement may be proposed in writing by either Party and shall be deemed rejected unless the Party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

B.) If any one or more of the provisions contained in this Agreement is held illegal or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

C.) None of the parties will be liable for delays or failure in its performance hereunder (other than the payment of monies) to the extent such delay or failure is caused by any act of God, war, pandemic, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party. Upon prompt notice of such event, all obligations under this Agreement shall be suspended for the duration of the Force Majeure event.

D.) The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

E.) The waiver by one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the Party agreeing to the waiver.

F.) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada. Any and all disputes arising out of or in connection with the Agreement shall be litigated only in the Eighth Judicial District Court in and for the County of Clark, State of Nevada, and Registry hereby expressly consents to the jurisdiction of said court.

G.) This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

H.) The Parties agree that any termination of this Agreement shall not release nor discharge the Parties from their respective obligations specified in Sections 2(d) and 3 through 7 of this Agreement, which shall survive termination or expiration of this Agreement in accordance with their terms.

I.) The Registry shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Agreement without the prior written consent of NSHE.

7. Insurance. Registry shall, at its sole expense, procure, 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 the NSHE, the required insurance shall be in effect on or prior to the commencement of work by Registry and shall continue in force as appropriate until the latter of:

- a. Final acceptance by the NSHE of the completion of this Agreement;
or
- b. Such time as the insurance is no longer required by the NSHE under the terms of this Agreement.

Any insurance or self-insurance available to the NSHE shall be in excess of and non-contributing with any insurance required from Registry. Registry's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the NSHE, Registry shall provide the NSHE 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 Registry has knowledge of any such failure, Registry shall immediately notify the NSHE and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

Workers' Compensation and Employer's Liability Insurance

Registry 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:
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence to include bodily injury and property damage
- b. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent AAs, completed operations, personal injury, products, and liability assumed under Agreement.

Business Automobile Liability Insurance

- a. Minimum limit required:
 - \$1,000,000 each occurrence
- b. Coverage shall include non-owned and hired vehicles

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 date of Agreement.

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."

Technology Errors and Omission/Cyber Liability

- a. Minimum limit required: \$3,000,000 Per occurrence.
- b. The retroactive coverage date shall be no later than the effective date of the contract.
- c. Registry shall maintain and extended reporting period for not less than three (3) years after termination of this Agreement.

General Requirements

- a. Additional Insured: By endorsement to all liability policies, the NSHE shall be named as additional insureds for all liability arising from the Agreement using the applicable ISO endorsement CG Form. The endorsement form must be included with the Certificate of Insurance.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the NSHE.

- c. Deductibles and Self-Insured Retentions: Insurance maintained by Registry shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the NSHE. Such approval shall not relieve Registry from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$100,000.00 per occurrence, unless otherwise approved by NSHE's Risk Manager.
- d. 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 not less than A-.

Evidence of Insurance

Prior to the start of any work, Registry must provide the following documents to the NSHE:

- a. Certificate of Insurance: The Accord form certificate of insurance (or equivalent) to evidence the insurance policies and coverages required by this Agreement. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies or to provide evidence of renewal as required by this Agreement is a material breach of Agreement. policy required of Registry.
- b. Additional Insured Endorsement: An original Additional Insured Endorsement using the applicable ISO endorsement CG form, signed by an authorized insurance company representative, must be submitted to the NSHE, by attachment to the Certificate of Insurance, to evidence the endorsement of the NSHE as additional insured.

Notice of Cancellation: Should any of the insurance policies required by the insurance provisions of this Agreement be suspended, voided, or cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Board of Regents of the Nevada System of Higher Education

By: _____ Date _____
Patricia Charlton
Chancellor
Nevada System of Higher Education

The Registry

By: _____ Date _____
Amy Lauren Miller
President and COO

EXHIBIT A

EXPECTATIONS DOCUMENT *Statement of Work*

Interim President **College of Southern Nevada**

The Registry Interim President is an independent contractor and consultant responsible for the following deliverables which encompass the execution of certain exogenous duties and tasks—specifically, the Registry Acting President shall be expected to:

Presidents **Title 1, Section VII, Section 4 (Bylaws of the Board of Regents)**

Presidents

The Presidents report to the Chancellor for the administration of their respective institutions and are accountable through the Chancellor to the Board of Regents.

e. Duties of the President are prescribed by the Board of Regents and include, but are not limited to, the following. The President may delegate any of the duties of the office unless expressly prohibited by Board policy.

1. To provide leadership in the planning and implementation necessary for the successful operation of the member institution and to ensure that the institution develops to its potential;
2. To be the appointing authority for all professional personnel in the member institution, subject only to the Nevada System of Higher Education Code, and to execute personnel contracts;
3. To review the quality of performance of all professional personnel in the member institution and to either take final action or to recommend action to the Board of Regents on personnel matters in conformity with the Nevada System of Higher Education Code;
4. To make recommendations concerning budgets in the member institutions and to administer approved budgets in accordance with NSHE policies;
5. To authorize the transmission of applications or requests for grants, contracts or gifts to individuals, foundations, corporations, and the federal government;
6. To be the principal spokesman for the member institution and, in concert with the Chancellor, to represent the institution before the Board of Regents, the Legislature, and all other appropriate bodies; and

7. To ensure compliance by the member institution by and through its professional personnel with the NSHE Code, NSHE policies, the Board of Regents Bylaws, and institutional bylaws.
8. To notify the Board as soon as practicable of campus events that may have significant impact on the institution including, but not limited, to the reputation or public image of the institution; and
9. To provide oversight, management, and control of intercollegiate athletic programs consistent with all applicable Board and institution policies, including those set forth in Title 4, Chapter 24.
10. To perform such additional duties as the Board may direct.

More specifically, the Acting President, College of Southern Nevada, shall also:

- ✦ Fulfill and execute the duties and responsibilities delineated in the position description while preserving the campus culture of engagement and collegiality;
- ✦ Provide strong, decisive, supportive and communicative leadership;
- ✦ Serve as an active advocate and champion for faculty, staff, and students;
- ✦ Support and engage with institutional shared governance;
- ✦ Lead and manage in ways that advance on-going strategic planning efforts designated for the 2024-25 academic year; including advocacy and participation in advance of the 2025 Legislative session as appropriate;
- ✦ Facilitate and support existing timeline and reporting as may be required to address reporting and recommendations as identified by the Northwest Commission on Colleges and Universities (NWCCU);
- ✦ Complete an organizational analysis of the College of Southern Nevada to include but not limited to President direct reports, multi-campus structure, and operational organizational effectiveness; and (2) implement timely strategic personnel changes (i.e., through reassignment, resource allocation, hiring, etc.);
- ✦ Complete a fiscal review of the College of Southern Nevada in order to evaluate effective resource allocation, revenue/expenditure alignment within operational parameters, review allocation of resources aligned with achieving desired outcomes, strategic priorities, and long-range sustainability;

- ✦ Review administrative operations, policies and procedures and make timely improvements reflecting best practices;
- ✦ Continue to lead the College of Southern Nevada through an iterative process to consider at a high level how best to achieve improvements to enrollment which will better align and support the College's strategic priorities;
- ✦ Make recommendations of the president position profile in advance of the search for the next College of Southern Nevada President;
- ✦ Prepare a transition guide for the incoming President including an internal assessment of the College's strengths, challenges, and summary of major projects by stakeholders and status. Include any other information that may aid in the next President's successful transition; and
- ✦ Perform other duties as assigned by the Chancellor.