

BOARD OF REGENTS
BRIEFING PAPER

1. AGENDA ITEM TITLE: NSHE Corporate Distance Education Partnership with MGM

MEETING DATE: September 6-7, 2018

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The Nevada System of Higher Education has been meeting with representatives from MGM to develop a program that provides high quality educational opportunities for their employees through NSHE's seven-degree teaching institutions.

The MGM College Opportunity Program will allow students to enroll in distance education programs at any of NSHE's seven teaching institutions. Providing students access to programs across the entire state of Nevada will send a strong message that the NSHE/MGM partnership exemplifies the state's commitment to significantly improving Nevada's college attainment rate. MGM Resorts International is the largest employer in the state and this partnership will not only change the lives of participating MGM employees, but we know from state and national data that first generation students who succeed in college change the educational trajectory for their entire family and further insulate themselves from economic downturns in the future, thereby strengthening a family's economic resilience and the state as a whole.

Eligible MGM employees can participate beginning Fall 2019. Following the Fall 2019 implementation, NSHE institutions will begin to work with MGM Resorts to develop additional online degree and certificate programs aligned with MGM Resorts workforce needs.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

Chancellor Thom Reilly requests approval of the attached MGM College Opportunity Program Memorandum of Understanding.

4. IMPETUS (WHY NOW?):

To meet deadlines set by MGM to start the program in the fall of 2019.

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

- Access (Increase participation in post-secondary education)
- Success (Increase student success)
- Close the Achievement Gap (Close the achievement gap among underserved student populations)
- Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)
- Research (Co-develop solutions to the critical issues facing 21st century Nevada and raise the overall research profile)
- Not Applicable to NSHE Strategic Plan Goals

INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

This partnership supports our goals of access and success. More MGM employees will be attending our institutions that would not have attended otherwise. Students will have to be admitted into a degree program in order to qualify for the program which will ensure student success.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The MGM College Opportunity Program will make higher education a viable and affordable option for MGM employees who may otherwise struggle to go to college.
- Providing students access to programs across the entire state of Nevada will send a strong message that the NSHE/MGM partnership exemplifies the state's commitment to significantly improving Nevada's college attainment rate.
- This is a pilot program with MGM that could in the future be extended to other Nevada Corporations and/or other organizations.
- This partnership will not only change the lives of participating MGM employees, but we know from state and national data that first generation students who succeed in college change the educational trajectory for their entire family and further insulate themselves from economic downturns in the future, thereby strengthening a family's economic resilience and the state as a whole.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

None

8. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

N/A

9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

Approval of the request.

10. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title #____ Chapter #____ Section #____
- Amends Current Board Policy: Title #____ Chapter #____ Section #____
- Amends Current Procedures & Guidelines Manual: Chapter #____ Section #____
- Other: _____
- Fiscal Impact: Yes-X No-

**MEMORANDUM OF UNDERSTANDING
MGM COLLEGE OPPORTUNITY PROGRAM**

This Memorandum of Understanding (“**MOU**”) is acknowledged by and among the Board of Regents of the Nevada System of Higher Education (“**NSHE**”) and MGM Resorts International Operations, Inc., a Nevada Corporation (“**MGM**”). For purposes of this MOU, NSHE and MGM may be referred to individually as a “Party” and together may be referred to as the “Parties.” This MOU shall become effective when executed by MGM and approved by the Board of Regents of the Nevada System of Higher Education (the “**Board of Regents**”) at a publically noticed meeting (the “**MOU Effective Date**”).

RECITALS

WHEREAS, MGM Resorts International is the largest employer in the state of Nevada and aims to provide viable and affordable high quality educational opportunities for its employees employed in Nevada and at MGM’s operations in other states.

WHEREAS, NSHE and MGM recognize it is mutually beneficial to provide a structured corporate discount to MGM employees wishing to enroll in distance and other education programs at NSHE institutions, which will allow MGM to attract and retain talented employees while demonstrating NSHE’s commitment to significantly improving Nevada’s college attainment rate.

NOW, THEREFORE, by way of this MOU the Parties set forth the objectives and specification of the **MGM College Opportunity Program** (“**COP**”) and state various other requirements of the Parties and the COP (collectively the “**Terms of Understanding**”).

TERMS OF UNDERSTANDING

1. **Objectives and Specifications.** The Parties acknowledge the following objectives and specifications of the COP.

1.1 **Potential Eligibility.** MGM in conjunction with NSHE will establish formal eligibility requirements including, but not limited to:

- a) Minimum MGM service requirements before being eligible for reimbursement by MGM;
- b) Minimum MGM service requirements after completion of courses and/or certificate or degree programs reimbursed.
- c) Participation may be limited to individuals who do not already have a degree at the level they are seeking. (Ex: an employee with a bachelor’s degree may not pursue a second bachelor’s degree. An employee with an Associate degree may not pursue a second associate but could pursue a bachelor’s degree.)

- d) Employees will be required to enroll in a certificate or degree program, and not just take random courses, in order to be eligible.
- e) Minimum and maximum number of credits participants may enroll in per semester.
- f) Participants may be required to take placement tests to determine college readiness.

NSHE and MGM shall establish a participant preapproval process whereby MGM approves employee participation and NSHE institutions are aware of said approval prior to the institution's acceptance of a participant's application.

1.2 **Minimum COP Requirements**

- a) Employee must have received MGM approval to participate, apply to any NSHE institution and enroll in an online degree program as permitted by MGM.
- b) Employee must complete the Free Application for Federal Student Aid (FAFSA), complete all required documentation as requested to determine aid eligibility, and complete any other documents required by MGM or the NSHE institution. NSHE institutions will process the applications for federal and other financial aid using the standards, processes and procedures generally applicable to other students.
- c) Prior to starting classes, the employee must complete an orientation provided by the NSHE institution.
- d) Employee must meet with an advisor from the institution to map out a path to certificate or degree completion.

1.3 **Reimbursement**

- a) After the employee is admitted and meets all other eligibility requirements, the institution's financial aid office will award federal and other financial aid for which the student is eligible.
- b) Any remaining costs would be paid by the employee/student and MGM will provide conditional reimbursement directly to the employee.
- c) MGM, in its sole discretion, shall determine the terms of reimbursement and set forth a process of said reimbursement internal to MGM and its employees.

1.4 **Costs.** Participating employees in the COP will pay the base registration fee and an additional "Distance Education Fee" that is in lieu of all other mandatory fees traditionally paid by NSHE students. Said fees shall be structured as follows:

	<i>UNLV</i>	<i>UNR</i>	<i>NSC</i>	<i>CSN</i>	<i>GBC</i>	<i>TMCC</i>	<i>WNC</i>
Base Registration Fee	\$224	\$224	\$157	\$103	\$103	\$103	\$103
Other Fees*	\$107	\$77	\$40	\$21	\$11	\$12	\$6
Total Fees per credit hour**	\$331	\$301	\$197	\$124	\$114	\$115	\$109
Assumed Credits per semester	6	6	5	4	4	4	4
MGM Discount	20%	20%	15%	10%	10%	10%	10%
Less Discount per credit hour	\$66	\$60	\$30	\$12	\$11	\$12	11
Total MGM cost per credit hour	\$265	\$241	\$167	\$111	\$102	\$104	\$98

NOTE: All amounts denoted on a per credit hour basis with the exception of “Assumed credits per semester” and “MGM Discount”

*Includes per semester charges such as use of the Academic Success offices. The total semester fees were divided by the assumed number of credits taken by student per semester which is noted above.

***Total fees do not include one-time fees such as application fees, graduation fees, etc. These are generally less than \$15 each and are only charged to each student one time during their course work.

Any participating employee who is a not a resident of Nevada will have their non-resident tuition waived.

The Parties contemplate that financial aid (including, but not limited to, Pell Grants and military education benefits) will be an essential element of the COP and will cooperate to the extent feasible to enable employees to use appropriate aid sources to assist with tuition and fee payment. Such cooperation will include coordinating services and communications to educate employees on how to apply for financial aid and identify potential sources of financial aid.

Certain self-supporting degree programs such as the UNR executive MBA program will be limited as to the number of MGM students able to participate per semester, with discounts to be negotiated on a case by case basis. A full list of all degree and certificate programs will be agreed upon between NSHE and MGM prior to the launch of the COP.

1.5 Roles and Responsibilities.

The Nevada System of Higher Education and its institutions will pledge to:

- a) Develop a website, in collaboration with MGM, that includes all relevant COP material and links to available degree and certificate programs.
- b) Offer an exclusive or non-exclusive advisor from each participating college to meet, either in person or via video or other means, with every employee to develop

an academic plan for their progression. Students would be required to complete this step.

- c) Develop additional online degree and certificate programs aligned with MGM Resorts workforce needs.
- d) Assist MGM with development of marketing materials for the COP.
- e) Institutional designees will make best efforts to attend outreach/admission events for MGM employees interested in participating in the COP.
- f) Promote the COP with joint press releases and other media and internal/external outreach.
- g) Provide outcomes data specific to MGM employees if FERPA requirements and/or waivers can be met. The parties acknowledge and agree that confidential Title IV information will not be shared by the institutions and each participant will need to provide any such information to MGM as agreed upon between MGM and participant.

MGM will pledge to:

- a) Provide NSHE with a single point of contact for the day-to-day operations and support of the Program.
- b) Determine the eligibility of employees to participate in the COP at its sole discretion.
- c) Cooperate with NSHE and provide assistance as reasonably requested by NSHE to support NSHE in the performance of its duties under this MOU.
- d) Cooperate with NSHE to develop coursework that is relevant to the career needs of eligible participants as necessary.

1.6 **Proposed Timeline.** The parties anticipate eligible MGM employees will begin participation by Fall 2019. Following the Fall 2019 implementation, NSHE institutions will begin to work with MGM to develop additional online degree and certificate programs aligned with MGM workforce needs.

1.7 **Application for Admission Deadlines.** The parties agree and acknowledge that participants should apply for admission and complete their FAFSA no later than April 15, 2019, to realize maximum financial aid benefits for fall 2019 Admission. However, many institutions do accept applications beyond this date.

2. **Discretionary Approvals.** MGM acknowledges that the discretionary approval of the Board of Regents may be required for items including, but not limited to, changes in program/certificate offerings, costs and fees, and that said approvals may include additional terms and conditions not currently contemplated or later determined necessary pursuant to existing financial, legal and contractual obligations of NSHE.

3. **Non-binding MOU.** The Parties acknowledge that this MOU is not a binding and enforceable contract and shall not give rise to any obligations on the part of any Party. This MOU establishes the framework to commence the COP, which may be further defined by a Program Agreement at a later date. In no event shall either Party or any of their individual officers, employees or agents in any way be liable or responsible for any obligations contained in this MOU, whether express or implied; nor for any statement, representation or warranty made in connection with this MOU.

4. **Not a Partnership.** It is expressly understood that, by reason of this MOU or otherwise, none of the Parties is or becomes in any way a partner of the other in the conduct of its business, or a joint venture with the other, or an agent of the other.

5. **No Third-Party Beneficiary.** This MOU is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a Party unless otherwise expressly provided.

6. **Marks.** MGM shall not use the name of the “Nevada System of Higher Education” or “NSHE”, or the marks, seals, logos, or any other related name (collectively the “**NSHE Marks**”), in the performance of its services, in its advertising, or in the production of any materials related to this MOU, without the prior written consent of NSHE or its institutions pursuant to an approved licensing or other agreement between the Parties. Likewise, NSHE shall not use the name “MGM Resorts International” or the names of any of its hotel/casino operations, or any other MGM-related intellectual property (collectively the “**MGM Marks**”), in the performance of its services, in its advertising, or in the production of any materials related to this MOU, without the prior written consent of MGM pursuant to an approved licensing or other agreement between the Parties.

7. **Term and Termination.** This MOU shall be effective for two (2) years from the MOU Effective Date, except as may be extended by mutual agreement. Any Party shall have the right to terminate this MOU for any reason by providing the other Party ten (10) days’ written notice. Said notice shall be deemed to have been given: (i) when delivered personally, (ii) the next Business Day, if sent by a nationally-recognized overnight delivery service (unless the records of the delivery service indicate otherwise), or (iii) three Business Days after deposit in the United States mail, certified and with proper postage prepaid. For purposes of this section, the Chancellor of NSHE is authorized to extend this MOU for an additional term of not more than two (2) years.

8. **Effect of Termination.** Upon termination or expiration of this MOU, the enrolled employees will continue to receive the benefits contemplated by this MOU and the COP until they earn their degree or certificate, withdraw from the COP or are removed pursuant to the NSHE Handbook or the respective institution’s standing policies. Termination of this MOU will not relieve MGM of its obligation to pay or reimburse any amounts contemplated under this MOU.

9. **Notices.**

To MGM: MGM Resorts International
Attn: General Counsel
3600 S. Las Vegas Boulevard
Las Vegas, NV 89109

To NSHE: Michael Flores
NSHE Chief of Staff
4300 S. Maryland Parkway
Las Vegas, NV 89119

10. **Counterparts; Signatures.** This MOU may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument counterparts may be executed in either original, faxed or PDF form, and the parties hereby adopt as original any signatures received via facsimile or PDF.

11. **Student Educational Records.** The Parties recognize that certain student educational records may be protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). To the extent that it obtains records that are subject to FERPA, MGM and NSHE each agree to comply with FERPA.

12. **Governing Law.** The laws of the State of Nevada without reference to conflicts of laws principals shall govern the validity, construction, interpretation, and effect of this MOU.

[SIGNATURES PAGE FOLLOWS]

The Parties hereby acknowledge the terms of this MOU as stated above.

**BOARD OF REGENTS OF THE NEVADA SYSTEM
OF HIGHER EDUCATION**

RECOMMENDED:

By: _____
Thom Reilly
Chancellor

By: _____
Marta Meana
President, UNLV

By: _____
Marc Johnson
President, UNR

By: _____
Joyce Helens
President, GBC

By: _____
Karin Hilgersom
President, TMCC

By: _____
Margo Martin
President, CSN

By: _____
Bart Patterson
President, NSC

By: _____
Vincent Solis
President, WNC

**APPROVED BY THE BOARD OF REGENTS AT A
NOTICED PUBLIC MEETING:**

By: _____
HON. KEVIN J. PAGE
CHAIRMAN OF THE BOARD OF REGENTS

**MGM RESORTS INTERNATIONAL OPERATIONS, INC.
A NEVADA CORPORATION**

BY: _____
Its: _____