

## **BOARD OF REGENTS BRIEFING PAPER**

**1. AGENDA ITEM TITLE:** HANDBOOK, CODE and PROCEDURES and GUIDELINES MANUAL: Technical Name Revisions – University of Nevada, Las Vegas School of Medicine and University of Nevada, School of Dental Medicine

**MEETING DATE:** September 7, 2018- Health Sciences System Committee

**2. BACKGROUND & POLICY CONTEXT OF ISSUE:**

Existing Board policy under the *Handbook, Code* and within the *NSHE Procedures and Guidelines Manual* includes provisions regarding the “University of Nevada, Reno School of Medicine” and the “UNLV School of Medicine.” These provisions were updated by the Board of Regents at its March 2018, meeting to include the UNLV School of Medicine in all references to NSHE’s medical schools. At that time, the Board’s Health Sciences System Committee requested that the references to the “UNLV School of Medicine” be changed to the “University of Nevada, Las Vegas School of Medicine” to provide consistency with the names of the two medical schools and remove the acronym (“UNLV”) when referencing a medical school in Board policy.

The attached policy revision addresses this name change to the “University of Nevada, Las Vegas School of Medicine.” In addition, consistent with the request to remove the acronyms from Board policy, references to the “UNLV School of Dental Medicine” are also revised to reference the “University of Nevada, Las Vegas” instead of “UNLV” in the name for purposes of Board policy.

**3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:**

Update references throughout the *Handbook, Code* and the *NSHE Procedures and Guidelines Manual* to replace references to the “UNLV School of Medicine” with “the University of Nevada, Las Vegas School of Medicine.” In addition, the technical updates also include providing consistency with existing references from the “UNLV School of Dental Medicine” to the “University of Nevada, Las Vegas School of Dental Medicine.”

These revisions include changes to the *Code* and are presented for action, having previously been presented for information only at the June 8, 2018 Health Sciences System Committee Meeting.

**4. IMPETUS (WHY NOW?):**

The Board’s Health Sciences System Committee requested this change at its March 2018, meeting.

**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 21<sup>st</sup> 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 proposal is a technical name change requested by the Board’s Health Sciences System Committee.

**6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:**

- This proposal is a technical name change requested by the Board’s Health Sciences System Committee that provides consistency in the references to the two NSHE schools of medicine throughout Board policy and removes the acronyms (“UNLV”) from the references to the medical school and dental school at the University of Nevada, Las Vegas.

**7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

None have been presented.

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

None have been presented.

**9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:**

The Chancellor's Office recommends support.

**10. COMPLIANCE WITH BOARD POLICY:**

- Consistent With Current Board Policy: Title # \_\_\_\_\_ Chapter # \_\_\_\_\_ Section # \_\_\_\_\_
- ✓ Amends Current Board Policy: Title 2, Chapter 5, Sections 5.4.10 and 5.4.11; Title 4, Chapter 1, Section 34; Title 4, Chapter 3, Sections 3, 11 and 12; Title 4, Chapter 4, Section 2; Title 4, Chapter 7, Sections 1, 2 and 3; Title 4, Chapter 10, Sections 21 and 23; Title 4, Chapter 15, Sections 2 and 5; Title 4, Chapter 17, Sections 1, 5, 7, 9 and 12; Title 4, Chapter 18, Section 1
- ✓ Amends Current Procedures & Guidelines Manual: Chapter 4, Sections 10 and 11; Chapter 7, Sections 4, 12 and 19; and Chapter 16, Section 7.
- Other: \_\_\_\_\_
- Fiscal Impact: Yes \_\_\_\_\_ No X \_\_\_\_\_  
Explain: \_\_\_\_\_

**POLICY PROPOSAL**  
**TITLE 2, CHAPTER 5, SECTIONS 5.4.10 & 5.4.11**  
**Name Change for University of Nevada, Las Vegas School of Medicine**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

**5.4.10 Credit for Leave Balance Between Schools of Medicine.**

(a) Credit for Leave Balance.

The leave balances of a professional staff member of the University of Nevada, Reno School of Medicine physically located in southern Nevada who is hired by the *University of Nevada, Las Vegas* [UNLV] School of Medicine under 5.4.10(a)(1) shall be afforded credit for leave in accordance with this policy. For purposes of this section, the term “professional staff member” includes academic and administrative faculty.

Each University of Nevada, Reno School of Medicine professional staff member physically located in Southern Nevada who was previously employed by University of Nevada, Reno School of Medicine and accepts a new position with *University of Nevada, Las Vegas* [UNLV] School of Medicine (each a “*University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hire”) shall be given credit for their leave balance in accordance with the following provisions:

1. *University of Nevada, Las Vegas* [UNLV] School of Medicine shall, not later than May 1, 2017, notify the Chancellor and University of Nevada, Reno School of Medicine of the identity of each *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hire that has indicated they will accept employment with *University of Nevada, Las Vegas* [UNLV] School of Medicine effective July 1, 2017.
2. Not later than July 2, 2017, University of Nevada, Reno School of Medicine will notify the Chancellor and *University of Nevada, Las Vegas* [UNLV] School of Medicine of the accrued leave, sick and annual, for each *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hire identified by *University of Nevada, Las Vegas* [UNLV] School of Medicine under Code Section 5.4.10(a)(1).
3. The Chancellor shall approve the credit for leave balance to be awarded to former University of Nevada, Reno School of Medicine employees that become *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hires under Code Section 5.4.10(a)(1).
4. Subject to a maximum cap of 48 days of annual leave, and 96 days of sick leave, on a one-time basis only, the leave balances for each *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hire shall be credited by *University of Nevada, Las Vegas* [UNLV] School of Medicine effective upon their date of hire at *University of Nevada, Las Vegas* [UNLV] School of Medicine.
5. University of Nevada, Reno School of Medicine shall not be required to pay out to any *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hire any accrued leave, annual leave or sick, in excess of the amounts credited by *University of Nevada, Las Vegas* [UNLV] School of Medicine under Code Section 5.4.10(a)(4).
6. University of Nevada, Reno School of Medicine and *University of Nevada, Las Vegas* [UNLV] School of Medicine shall share the responsibility for accrued leave that is credited pursuant to a separate agreement approved by the Board of Regents.

7. *University of Nevada, Las Vegas* [UNLV] School of Medicine shall be authorized to direct each *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hire to use credited annual leave subject to its policies.
- (b) Credit of leave balance does not impact employment status. For purposes of contract renewals and other notices, *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hire will not retain his or her hire date. Except for the granting of leave credit, each *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hire will be considered a new employee of NSHE under all applicable provisions of the NSHE Code, including, but not limited to, Section 5.4 of the NSHE Code. Additionally, the *University of Nevada, Las Vegas* [UNLV] School of Medicine New Faculty Hires shall be subject to a compensation and leave benefits accrual and implementation plan that differs from that currently used by University of Nevada, Reno School of Medicine.
  - (c) Constructive Request for Credit of Leave. For any University of Nevada, Reno School of Medicine employees that leave University of Nevada, Reno School of Medicine prior to July 2, 2017, but after August 8, 2016, and who are subsequently employed by *University of Nevada, Las Vegas* [UNLV] School of Medicine prior to July 1, 2018 (“Applicable Time Frame”), his/her annual leave that was previously paid out by University of Nevada, Reno School of Medicine will be reimbursed by *University of Nevada, Las Vegas* [UNLV] School of Medicine to University of Nevada, Reno School of Medicine on the same pro-rated guidelines as agreed to by University of Nevada, Reno School of Medicine and *University of Nevada, Las Vegas* [UNLV] School of Medicine. With respect to any University of Nevada, Reno School of Medicine Employees that leave University of Nevada, Reno School of Medicine and then seek employment with *University of Nevada, Las Vegas* [UNLV] School of Medicine within the Applicable Time Frame *University of Nevada, Las Vegas* [UNLV] School of Medicine may require that, as a condition of employment with *University of Nevada, Las Vegas* [UNLV] School of Medicine, the former University of Nevada, Reno School of Medicine employee will need to repay to *University of Nevada, Las Vegas* [UNLV] School of Medicine the annual leave that *University of Nevada, Las Vegas* [UNLV] School of Medicine is required to reimburse University of Nevada, Reno School of Medicine. There will not be retroactive application of this provision with respect to any University of Nevada, Reno School of Medicine employees who already left University of Nevada, Reno School of Medicine to join *University of Nevada, Las Vegas* [UNLV] School of Medicine prior to August 1, 2016.

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#### **5.4.11 Joint Faculty Appointments for Schools of Medicine**

1. Joint faculty appointments are a subtype of NSHE adjunct faculty appointments below 1.0 FTE for the University of Nevada, Reno School of Medicine and the *University of Nevada, Las Vegas* [UNLV] School of Medicine. A joint appointment may be assigned to a clinician who is employed by an external institution, including hospitals, that has an affiliation agreement with an NSHE institution. A joint appointment includes expectations for teaching and supervision of NSHE students and medical residents, as specified in the terms of each appointment.
2. Joint faculty appointments pursuant to this section shall be included under a Professor of Clinical Medicine series.

**POLICY PROPOSAL**  
**TITLE 4, CHAPTER 1, SECTION 34**  
**Name Change for University of Nevada, Las Vegas School of Medicine**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

Section 34. Possession and Use of Marijuana

The Nevada System of Higher Education is sympathetic to the medical needs of our students, employees and visitors. A growing number of states, including Nevada, are enacting laws decriminalizing or legalizing the use, possession, delivery, manufacture, growth, distribution, production, and/or cultivation (hereinafter "use") of marijuana, including for medical purposes. Federal law prohibits the use of marijuana, including for medical purposes, on college and university campuses that receive federal funding. The following provisions shall govern the possession and use of marijuana, including for medical purposes, on NSHE property.

1. The use, possession, or cultivation of marijuana, including for medical purposes, on any NSHE or NSHE foundation owned or leased property, or at any NSHE sponsored or authorized activity, is expressly prohibited.
2. Students, employees, faculty, guests, and/or visitors who violate this policy are subject to applicable disciplinary, legal and/or administrative action.
3. Each institution shall permit students who live on-campus or in housing that is owned or operated by the institution, to petition ("request") for a release from the housing agreement if they assert legal compliance with Nevada state law to use medical marijuana. Such students, who prove their compliance with state law, may, in accordance with the applicable institution refund policy, be released from their housing agreements and may receive a prorata refund of housing fees or rent paid.
4. Each institution shall publish on its website and in its course catalog notice of the prohibited use, possession or cultivation of marijuana, including for medical purposes, on NSHE or institution property in accordance with the provisions of this section and as prohibited student conduct defined in Title 2, Chapter 10.
5. The Board of Regents recognizes the Nevada Legislature's stated commitment to a program evaluating the medical use and distribution of medical marijuana to be conducted by the University of Nevada, Reno School of Medicine or the *University of Nevada, Las Vegas* [UNLV] School of Medicine. Any NSHE institution may engage in marijuana research that is conducted in accordance with state and federal laws and regulations, provided that the following are obtained: (a) the prior written consent of the President of the institution, after consultation with the institution's general counsel; and (b) legal authorization from the proper federal authorities for approved research purposes.

**POLICY PROPOSAL**  
**TITLE 4, CHAPTER 3, SECTIONS 3, 11, and 12**  
**Name Change for University of Nevada, Las Vegas School of Medicine**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

**Section 3. Faculty Workload Policy**

1. The Board of Regents of the NSHE recognizes the distinct and unique missions of its member institutions, each of which serves the needs of the citizens of the State of Nevada through a combination of quality teaching, scholarly research or creative activity, and service. The way in which these activities are combined to set the individual faculty member's workload depends primarily on the mission of the institution and the constituencies it serves.  
....
6. In recognition of its commitment to accountability and productivity, the Board of Regents will regularly compile information regarding faculty workloads. To aid in this process, the following expected teaching workloads at NSHE institutions shall be established:  
....
  - e. The aforementioned expectations do not apply to the instructional faculty of the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine; the *University of Nevada, Las Vegas* [~~UNLV~~] School of Dental Medicine; and the William S. Boyd School of Law.  
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**Section 11. Grants-In-Aid – General Administration**

Unless otherwise provided, the following provisions govern the administration of NSHE grants-in-aid for professional staff, including their spouse or registered domestic partner and financially dependent children as authorized by this Chapter.

1. The registration fees associated with the William S. Boyd School of Law, the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine; and the pre-doctoral program at the *University of Nevada, Las Vegas* [~~UNLV~~] School of Dental Medicine are eligible for a grant-in-aid.  
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**Section 12. Grants-In-Aid – Professional Staff and Dependents**

1. The following classifications for professional staff are eligible for grants-in-aid as defined by this section:
  - a. Professional staff members who are on an "A" or "B" contract for at least .50 FTE employment;
  - b. Professional staff members who are on sabbatical or leave of absence without pay;
  - c. Emeritus faculty and emeritus professional staff;
  - d. Adjunct and clinical faculty, including joint faculty appointments within the University of Nevada, Reno School of Medicine or the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine; and
  - e. Retired professional staff members who are age 55 or over at the time of retirement and have at least 20 years of NSHE service.

2. Except for adjunct and clinical faculty, including joint faculty appointments within the University of Nevada, Reno School of Medicine or the *University of Nevada, Las Vegas* [UNLV] School of Medicine, the spouse and financially dependent child for all categories of professional staff defined in subsection 1 are eligible for grants-in-aid as defined by this section.
3. For purposes of this section, “adjunct faculty” means any individual holding a professional position with any member institution or unit of the System, except as a clinical faculty member, for which the individual receives no salary. For purposes of this section, “clinical faculty member” means any individual holding a professional position within the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [UNLV] School of Medicine; the Orvis School of Nursing, University of Nevada, Reno; or the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine for which the individual receives no salary, or other professional positions designated by the President for which the individual receives no salary.

**POLICY PROPOSAL**  
**TITLE 4, CHAPTER 4, SECTION 2**  
**Name Change for University of Nevada, Las Vegas School of Medicine**  
**Professional Staff Collective Bargaining Regulations**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

Section 2. Definitions

As used in this chapter, unless the context otherwise requires, the words and terms defined in this section shall have the following meanings ascribed to them:

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5. "Clinical faculty member" means any individual holding a professional position with the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine; or the Orvis School of Nursing, University of Nevada, Reno, for which the individual receives no salary.

**POLICY PROPOSAL**  
**TITLE 4, CHAPTER 7, SECTIONS 1, 2 and 3**  
**Name Change for University of Nevada, Las Vegas School of Medicine**  
**Resident Physicians, Resident Dentists, and Postdoctoral Fellows**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

**Section 1. Definition - Resident Physicians and Resident Dentists**

1. Resident physicians and Resident dentists (hereinafter referred to as Residents) are doctors who are continuing their medical or dental education after receipt of the medical or dental degree through continued instruction and the provision of patient care services by means of educational, clinical experience in University of Nevada-affiliated institutions and organizations, and who may also provide instructional services to medical or dental students as the Residents' experience and education allows.
2. Faculty of the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [UNLV] School of Medicine; and the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine are responsible for the supervision and instruction of the Residents.
3. The majority of the Residents' time is in hospitals, clinics, physician offices, and other health care facilities throughout the State of Nevada. Therefore, while on University of Nevada contract, Residents may rotate outside the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [UNLV] School of Medicine; and the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine with affiliated and non-affiliated institutions as long as these clinical rotations are approved by the department or program to which the Resident is assigned.

**Section 2. Appointment - Resident Physicians and Resident Dentists**

1. Annual appointments shall be approved by the President or designee.
2. Responsibilities to be performed shall be defined by the involved department or program of the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [UNLV] School of Medicine; or the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine.
- ....
8. Contracts for Residents may be terminated by the University of Nevada, Reno or the University of Nevada, Las Vegas during the contract year for reasons of improper conduct, moral or ethical reasons, for inability to perform to departmental or educational standards and objectives, or because of financial conditions within the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [UNLV] School of Medicine; or the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine. Procedures for notice, hearing and appeal of contract terminations or other actions shall be followed as established by the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [UNLV] School of Medicine; and the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine. (See due process statement of the Schools of Medicine.)

**Section 3. Salary Schedule - Resident Physicians and Resident Dentists**

The salary schedule for Residents shall be recommended by the Dean of the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [UNLV] School of Medicine; or the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine and approved by the respective President. A copy of the salary schedule for Resident Physicians and Resident Dentists will be provided to the Chancellor's Office on an annual basis.

**POLICY PROPOSAL**  
**TITLE 4, CHAPTER 10, SECTIONS 21 and 23**  
**Name Change for University of Nevada, Las Vegas School of Medicine**  
**General Business Management**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

**Section 21. Distribution of Fees and Tuition, Schools of Medicine**

The distribution of the Registration Fee per semester for students in the University of Nevada, Reno School of Medicine or the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine shall be established by the Board of Regents[?].

Tuition paid by or on behalf of a student of the University of Nevada, Reno School of Medicine or the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine shall be revenue of the budget for the University of Nevada, Reno School of Medicine or the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine, respectively.

**Section 23. Distribution of Fees and Tuition, School of Dental Medicine**

The distribution of the registration fee per semester for students in the *University of Nevada, Las Vegas* [~~UNLV~~] School of Dental Medicine shall be established by the Board of Regents[?].

Tuition paid by or on behalf of a student of the *University of Nevada, Las Vegas* [~~UNLV~~] School of Dental Medicine shall be revenue of the budget for the *University of Nevada, Las Vegas* [~~UNLV~~] School of Dental Medicine.

**POLICY PROPOSAL**  
**TITLE 4, CHAPTER 15, SECTIONS 2 and 5**  
**Name Change for University of Nevada, Las Vegas School of Medicine**  
**Regulations for Determining Residency and Tuition Charges**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

**Section 2. Definitions**

For the purposes of these regulations, the terms stated below shall have the following meanings:

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5. "Date of matriculation" means the first day of instruction in the semester or term in which enrollment of a student first occurs, except that at the University of Nevada, Reno School of Medicine and the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine it means the date that a notice of admittance is sent to a student, and at the community colleges it excludes correspondence courses and community service courses that are not state funded. A person who enrolled in an institution of the NSHE but withdrew enrollment during the 100% refund period may, for the purposes of these regulations, be deemed not to have matriculated and any determination concerning residency status shall be voided until such time as the person again enrolls at a System institution.

**Section 5. Admission to Medical Schools**

An applicant for admission to the University of Nevada, Reno School of Medicine or the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine who has been a resident of Nevada for at least twelve (12) months immediately prior to the last day for filing an application for admission to the School (November 1 of each year) shall be classified as a resident of Nevada for the purposes of being considered for admission to the University of Nevada, Reno School of Medicine or the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine.

**POLICY PROPOSAL**  
**TITLE 4, CHAPTER 17, SECTIONS 1, 5, 7, 9 and 12**  
**Name Change for University of Nevada, Las Vegas School of Medicine**  
**Fees and Expenses**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

**Section 1. Assessment of Fees**

6. The Board of Regents shall establish tuition rates for resident and nonresident students in the University of Nevada, Reno School of Medicine and the *University of Nevada, Las Vegas* [UNLV] School of Medicine and other fees to be assessed all students in the University of Nevada, Reno School of Medicine and the *University of Nevada, Las Vegas* [UNLV] School of Medicine. In establishing such rates and fees, the Board recognizes that both the students and the citizens of the State of Nevada share in the benefits of a medical education and, therefore, both students and the state should contribute appropriately to support high quality instructional programs. Further, the Board reaffirms its commitment to equal access to its programs regardless of a student's financial circumstances, and therefore shall establish tuition rates and fees at such level as to encourage participation in a medical education.

7. On a biennial basis, in the spring of every even numbered year, the Presidents of the University of Nevada, Reno and the University of Nevada, Las Vegas or the Presidents' designees will each chair a university committee composed of the following individuals for their respective university: the dean of the School of Medicine; School of Medicine student government representatives; university administrative officers; and a representative from the Chancellor's Office. Each committee will gather and review data and make recommendations to the Chancellor and the Board on an appropriate level of tuition and fees to be assessed all students in the University of Nevada, Reno School of Medicine and the *University of Nevada, Las Vegas* [UNLV] School of Medicine, respectively. The recommendations of these committees will be presented to the Board of Regents for its consideration and action.

In establishing such rates and fees for the University of Nevada, Reno School of Medicine and the *University of Nevada, Las Vegas* [UNLV] School of Medicine, the respective university committees will use the following information in their deliberations: 1) charges at peer institutions as defined in the annual Western Interstate Commission for Higher Education (WICHE) calculation of the median tuition and fees of member states; 2) information pertaining to consumer prices in the WICHE region; 3) the increase in state funding over the biennium; 4) a needs assessment of the University of Nevada, Reno School of Medicine and the *University of Nevada, Las Vegas* [UNLV] School of Medicine, respectively; and 5) other indices and information needed to determine if tuition rates and fees are appropriate. Resident tuition and fee increases will be determined based on the above factors with no predetermined limit on the amount of the increase. Nonresident tuition may exceed the increase for residents and will be determined by the Board.

11. Every even numbered year, the President of the University of Nevada, Las Vegas or the President's designee will chair a university committee composed of the Dean of the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine, student government representatives from the dental school, administrative officers, and a representative from the Chancellor's Office. The committee will gather and review data and make recommendations to the Chancellor and the Board on an appropriate level of tuition and fees to be assessed all students in the School of Dental Medicine at UNLV. The recommendations of this committee will be presented to the Board of Regents for its consideration and action.

**Section 5. Nonresident Tuition**

Students classified as Nevada residents for tuition purposes shall pay a per-credit registration fee only for all state-supported, continuing education, and community service credit courses. Students classified as nonresidents for tuition purposes shall pay a nonresident tuition charge plus per-credit registration fees. Except for University of Nevada, Reno School of Medicine students; *University of Nevada, Las Vegas* [UNLV] School of Medicine students; *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine students; and William S. Boyd School of Law students, registration fees and nonresident tuition rates shall be assessed in accordance with that approved by the Board of Regents.

**Section 7. Tuition and Fees, University of Nevada School of Medicine**

Resident and nonresident tuition and fees for students of the University of Nevada, Reno School of Medicine and the *University of Nevada, Las Vegas* [UNLV] School of Medicine shall be approved by the Board biennially in accordance with the provisions established in Section 1 of this Chapter.

**Section 9. Tuition and Fees, [UNLV] School of Dental Medicine**

Resident and nonresident tuition and fees for students of the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine shall be approved by the Board in accordance with the provisions of Section 1 of this Chapter.

**Section 12. Special Reduced Tuition and Fees**

[Note: Subsections 1 and 2 of this Section were indefinitely suspended effective June 17, 2011.]

1. In-state residents 62 years of age or older shall be permitted to register for credit or as auditors in any course without registration or application or admission fees except as otherwise provided in this Section. A person must reach 62 years of age on the first day of the first scheduled class meeting to be eligible. If the individual registers for more than one class within a semester or term, the earliest scheduled class meeting will determine eligibility. The consent of the course instructor may be required for all such registration.
  - a. This policy is effective during the fall and spring terms only and is applicable to those courses where space is available.
  - b. Such registration shall not entitle a person to any privileges usually associated with registration; e.g., student association membership, health service, intercollegiate athletic tickets.
  - c. Registration fees associated with the William S. Boyd School of Law; the University of Nevada, Reno School of Medicine; *University of Nevada, Las Vegas* [UNLV] School of Medicine; and the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine are not eligible under this policy.
  - d. Academic credit courses that lead to a degree or certificate, including state-supported distance education course, independent learning, and continuing education courses, are eligible for the fee waiver. Non-state-supported courses are not eligible for waiver under this policy.

[The provisions of this Subsection are indefinitely suspended effective June 17, 2011.]

- .....
3. Any member of the active Nevada National Guard, including a Nevada National Guard recruit, or the child or spouse of a person who was killed while performing duties as a member of the Nevada National Guard, may be permitted to register for credit without a registration fee or, except as otherwise provided, laboratory fee(s).

.....

- j. Registration fees associated with the William S. Boyd School of Law; the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [UNLV] School of Medicine; and the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine are not eligible for waiver under this policy.

.....

- 5. The child or spouse of a person who as a member of the Armed Forces of the United States permanently stationed in Nevada is identified as a prisoner of war or declared missing in action while performing duties as a member of the Armed Forces may be permitted to register for credit without a registration fee or, except as otherwise provided, laboratory fee(s).

.....

- h. Registration fees associated with the William S. Boyd School of Law, the University of Nevada, Reno School of Medicine, the *University of Nevada, Las Vegas* [UNLV] School of Medicine and the *University of Nevada, Las Vegas* [UNLV] School of Dental Medicine are not eligible for waiver under this policy.

**POLICY PROPOSAL**  
**TITLE 4, CHAPTER 18, SECTION 1**  
**Name Change for University of Nevada, Las Vegas School of Medicine**  
**Financial Aid**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

**Section 1. Grants-In-Aid – General Administration**

Unless otherwise provided, the following provisions governing the administration of Nevada System of Higher Education (NSHE) student grants-in-aid are applicable to all grant-in-aid categories defined by this Chapter.

1. The registration fees associated with the William S. Boyd School of Law; the University of Nevada, Reno School of Medicine; the *University of Nevada, Las Vegas* [~~UNLV~~] School of Medicine; and the *University of Nevada, Las Vegas* [~~UNLV~~] School of Dental Medicine are not eligible for a student grant-in-aid.

***NSHE Procedures and Guidelines Manual***  
**CHAPTER 4, SECTIONS 10 and 11**  
**Name Change for University of Nevada, Las Vegas School of Medicine**

Additions appear in *boldface italics*; deletions are [~~stricken~~ and bracketed]

**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* [UNR], *University of Nevada, Las Vegas* [UNLV] or *the College of Southern Nevada* [CSN], or the vice chancellor for Legal Affairs Office of the NSHE.

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**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* [UNLV] 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* [UNLV] 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.

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**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* [UNLV] 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* [UNLV] 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

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***NSHE Procedures and Guidelines Manual***  
**CHAPTER 7, SECTIONS 4, 12 and 19**  
**Name Change for University of Nevada, Las Vegas School of Medicine**  
 Additions appear in ***boldface italics***; deletions are [~~stricken~~ and bracketed]

**Section 4. Tuition and Fees, *University of Nevada, Las Vegas* [UNLV] School of Medicine**

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

Medical School	<u>2017-2018</u>	<u>2018-2019</u>
Resident	\$27,000.00	\$27,000.00

- 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	<u>2017-2018</u>	<u>2018-2019</u>
Non-Resident	\$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* [UNLV] School of Medicine non-resident tuition and the WICHE approved Professional Student Exchange Program fees for Medicine.

**Section 12. 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).

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<u>Description</u>	<u>UNLV</u>	<u>UNR</u>	<u>NSC</u>	<u>CSN</u>	<u>GBC</u>	<u>TMCC</u>	<u>WNC</u>
<i>University of Nevada, Las Vegas</i> [UNLV] School of Medicine Lab Support Fee	2,000.00	N/A	N/A	N/A	N/A	N/A	N/A
<i>University of Nevada, Las Vegas</i> [UNLV] School of Medicine Student Research Project Fee	500.00	N/A	N/A	N/A	N/A	N/A	N/A
<i>University of Nevada, Las Vegas</i> [UNLV] School of Medicine NBME Exam Fee, Years 1, 2 & 3	640.00	N/A	N/A	N/A	N/A	N/A	N/A
<i>University of Nevada, Las Vegas</i> [UNLV] School of Medicine USMLE Board Exam Preparation Fee	468.00	N/A	N/A	N/A	2,000.00	N/A	N/A

<i>University of Nevada, Las Vegas</i> [UNLV] School of Medicine Simulation Lab, Years 1, 2 & 3	1,500.00	N/A	N/A	N/A	N/A	N/A	N/A
<i>University of Nevada, Las Vegas</i> [UNLV] School of Medicine Medical School Student Administrative Fee	950.00	N/A	N/A	N/A	N/A	N/A	N/A

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**I. HEALTH SERVICE/INSURANCE FEES**

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**UNLV**

Graduate      Undergraduate      International

.....

**UNIVERSITY OF NEVADA, LAS  
VEGAS [UNLV] SCHOOL OF  
MEDICINE**

Health Insurance (MANDATORY<sup>1</sup>)

Annual	\$2,311.00
Spring/Summer	\$1,494.00

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<sup>1</sup>Mandatory Coverage definition: when coverage is indicated as mandatory, the student must purchase the coverage or provide proof of equivalent coverage.

**Section 19. Distribution of Fees and Tuition, *University of Nevada, Las Vegas* [UNLV] School of Medicine**

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

	<u>2017-18</u>	<u>2018-19</u>
RESIDENT TUITION		
	FULL TIME	FULL TIME
Total General Fund	\$9,450.00	\$9,450.00
General Improvement	132.00	132.00
Capital Improvement	112.00	112.00
Activities & Programs	1,781.00	1,781.00
Student Access	2,025.00	2,025.00
<b>Total</b>	<b>\$13,500.00</b>	<b>\$13,500.00</b>

Tuition paid by or on behalf of a student of the *University of Nevada, Las Vegas* [UNLV] School of Medicine shall be revenue of the budget for the *University of Nevada, Las Vegas* [UNLV] School of Medicine.

***NSHE Procedures and Guidelines Manual***  
**CHAPTER 16, SECTION 7**  
**Name Change for University of Nevada, Las Vegas School of Medicine**

Additions appear in ***boldface italics***; deletions are [~~stricken~~ and bracketed]

**Section 7. Records Retention Schedule**

1. TYPE OF RECORD	2. OFFICIAL REPOSITORY	3. RETENTION PERIOD	4. DISPOSITION
.....			
<b>LEGAL</b>			
.....			
Medical Professional Liability Claims <del>/Cases/Judgments/ Settlements</del>	NSHE Risk Management/ University of Nevada, Reno School of Medicine General Counsel/ <b><i>University of Nevada, Las Vegas [UNLV]</i></b> School of Medicine General Counsel	Permanent	Archives or On Site
.....			