

BOARD OF REGENTS
BRIEFING PAPER

**Agenda Item Title: Handbook Revision, New Code Section: Title 2, Chapter 5,
Section 5.4.10 - Credit of Leave Between of Schools of Medicine
Meeting Date: October 21, 2016 Special Board Meeting**

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The Board of Regents approved and the Nevada Legislature made appropriations for the creation of a new school of medicine at the University of Nevada, Las Vegas. A planning dean was hired and the new school, the University of Nevada, Las Vegas School of Medicine (UNLVSOM) has applied for accreditation through the Liaison Committee for Medical Education (LCME). Subject to accreditation, UNLVSOM plans to welcome its first class in Fall 2017. UNLVSOM is hiring faculty who are currently employed by the University of Nevada, Reno School of Medicine (UNR Med) and these faculty will be offered employment with UNLVSOM effective July 1, 2017. These faculty have leave balances for annual and sick leave accumulated while employed by UNR Med. Requiring UNR Med to pay out the accumulated leave of faculty being hired by UNLVSOM would be a severe financial burden to UNR Med that would go against the principle recognized by the Board at the outset that a new medical school should not be created at the expense of the existing medical school. The proposed Code section describes the process for the crediting of leave balances. (Exhibit 1). Pursuant to Section 1.3.3 of the Code, amendments to the Code must be circulated at least 30 calendar days before consideration by the Board. This Code change was initially heard and reviewed by the Health Sciences Committee on September 9, 2016.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

President Marc Johnson and President Len Jessup request approval of a new Code section, wherein professional staff of the University of Nevada, Reno School of Medicine in southern Nevada who are hired by the UNLVSOM will be credited with accumulated leave from UNR Med.

4. IMPETUS (WHY NOW?):

The Schools of Medicine of the University of Nevada, Las Vegas and of the University of Nevada, Reno were directed by the Chair of the Board of Regents to address the details of the transition of graduate medical education in southern Nevada from the University of Nevada, Reno School of Medicine to the University of Nevada, Las Vegas School of Medicine. The two schools signed a letter of intent on the topic on August 5, 2016, and at its September 8-9, 2016, the Board approved the resulting Contract Regarding the Transition of Medical Education in Southern Nevada (the "Transition Agreement") between the medical schools. This Code change is identified in the Transition Agreement as a necessary component of the transition and is supported by both medical schools and the Chancellor.

5. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- Governor Sandoval, the Legislature of the State of Nevada, the Board of Regents of the Nevada System of Higher Education, and the two NSHE universities support the expansion of graduate medical education in Nevada through the expansion of the University of Nevada, Reno School of Medicine (UNR Med) to a full 4-year campus in Reno and the development of the University of Nevada, Las Vegas School of Medicine (UNLV SOM) as a full, 4-year campus in Las Vegas. All entities agree that the creation of a new medical school must not occur at the expense of the existing medical school.
- The Nevada Legislature has appropriated funds for the two medical schools.
- The UNLV SOM is committing to hiring approximately 120 faculty from UNR Med. These hires will enable UNLV SOM to open its doors with experienced faculty and its practice plan to open its doors with faculty who are credentialed on day 1.
- Requiring UNR Med to pay out the accumulated leave of faculty being hired by UNLV SOM would be a severe financial burden to UNR Med that would run contrary to the principle recognized by the Board that a new medical school should not be created at the expense of the existing medical school.
- Current employees of UNR Med that are hired by UNLV SOM will be able to retain annual and sick leave accumulated while employed at UNR Med. This will assist with the transition of medical education responsibilities.
- UNLV SOM and UNR Med have signed a letter of intent that addresses each school's responsibility for payment of leave in the event a new hire leaves employment in the first 24 months; the payment of leave is addressed in the contract that the BOR will consider for approval at the September 8-9, 2016, Board meeting.

6. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

Leave should be paid out when the faculty member moves to UNLV SOM and the cost of that leave should be shared by both medical schools.

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

Identify funds from which the leave of faculty moving to UNLV SOM could be paid in such a way that neither medical school is harmed financially.

8. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title # _____ Chapter # _____
- Amends Current Board Policy: Title #2 Chapter #5 Section #9 – by adding a new subsection #10 (Credit for Leave Balance between Schools of Medicine)
- Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____

- Other: _____
- Fiscal Impact: Yes ____ No X ____

Explain: Leave will not increase or decrease. Responsibility for leave shall be handled in accordance with this code amendment and the Transition Agreement between the medical schools.

POLICY PROPOSAL - HANDBOOK

TITLE 2, CHAPTER 5, SECTION 4 – Appointment and Termination

Adding a new subsection 10 entitled “Credit for Leave Balance Between Schools 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 (“UNR Med”) physically located in southern Nevada who is hired by the University of Nevada, Las Vegas, School of Medicine (“UNLV SOM”) 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 UNR Med professional staff member physically located in Southern Nevada who was previously employed by UNR Med and accepts a new position with UNLV SOM (each a “UNLV SOM New Faculty Hire”) shall be given credit for their leave balance in accordance with the following provisions:

- 1. UNLV SOM shall, not later than May 1, 2017, notify the Chancellor and UNR Med of the identity of each UNLV SOM New Faculty Hire that has indicated they will accept employment with UNLV SOM effective July 1, 2017.***
- 2. Not later than July 2, 2017, UNR Med will notify the Chancellor and UNLV SOM of the accrued leave, sick and annual, for each UNLV SOM New Faculty Hire identified by UNLV SOM under Code Section 5.4.10(a)(1).***
- 3. The Chancellor shall approve the credit for leave balance to be awarded to former UNR Med employees that become UNLV SOM 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 UNLV SOM New Faculty Hire shall be credited by UNLV SOM effective upon their date of hire at UNLV SOM.***

5. ***UNR Med shall not be required to payout to any UNLVSOM New Faculty Hire any accrued leave, annual leave or sick, in excess of the amounts credited by UNLVSOM under Code Section 5.4.10(a)(4).***
6. ***UNR Med and UNLVSOM shall share the responsibility for accrued leave that is credited pursuant to a separate agreement approved by the Board of Regents.***
7. ***UNLVSOM shall be authorized to direct each UNLVSOM 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, UNLVSOM New Faculty Hire will not retain his or her hire date. Except for the granting of leave credit, each UNLVSOM 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 UNLVSOM New Faculty Hires shall be subject to a compensation and leave benefits accrual and implementation plan that differs from that currently used by UNR Med.

(c) Constructive Request for Credit of Leave. For any UNR Med employees that leave UNR Med prior to July 2, 2017, but after August 8, 2016, and who are subsequently employed by UNLVSOM prior to July 1, 2018 ("Applicable Time Frame"), his/her annual leave that was previously paid out by UNR Med will be reimbursed by UNLVSOM to UNR Med on the same pro-rated guidelines as agreed to by UNR Med and UNLVSOM. With respect to any UNR Med Employees that leave UNR Med and then seek employment with UNLVSOM within the Applicable Time Frame UNLVSOM may require that, as a condition of employment with UNLVSOM, the former UNR Med employee will need to repay to UNLVSOM the annual leave that UNLVSOM is required to reimburse UNR Med. There will not be retroactive application of this provision with respect to any UNR Med employees who already left UNR Med to join UNLVSOM prior to August 1, 2016.

(d) Miscellaneous. Nothing in this Section 5.4.10 shall be interpreted as abrogating the notice of notice of non-reappointment provisions of Sections 5.4.2, 5.8.2, 5.9.1, 5.9.2, 5.9.3, 5.9.4 and 5.9.6 of the NSHE Code. The decision of the Chancellor to credit a professional staff member's leave balance in accordance with this section is not subject to appeal. The credit of a professional staff member's leave balance in accordance with this section is not subject to statement of reasons, reconsideration or grievance under Sections 5.2.3, 5.2.4 and 5.7, respectively, of the NSHE Code.

(e) Policy Effective Date. The provisions contained in this Code Section 5.4.10 shall be effective as of August 15, 2016, and shall automatically terminate without the necessity of further action 3 years thereafter, unless

extended or sooner terminated by the Board of Regents of the Nevada System of Higher Education.