

Title 4 - Codification of Board Policy Statements

Chapter 1

GENERAL POLICY STATEMENTS

Section 1. University and Community College System of Nevada Mission Statement

1. The mission of the University and Community College System of Nevada is to provide higher education services to the citizens of the state at a high level of quality consistent with the state's resources. It accomplishes this mission by acquiring, transmitting, and preserving knowledge. The ~~s~~Ssystem endeavors to assist in providing an educated and technically skilled citizenry for public service and the general welfare, to contribute toward an educated and trained workforce for industry and commerce, and to facilitate the individual quest for personal fulfillment.
2. The state constitution vests the exclusive governance and administration of the ~~s~~Ssystem in the Board of Regents. The Regents govern the system according to the following objectives:
 - a. To provide affordable public programs of higher education in Nevada to all who can benefit from those programs.
 - b. To ensure that instructional activities demonstrate a continued quest for academic excellence.
 - c. To develop and support programs of instruction and complementary programs of basic and applied research and scholarship, which together contribute to the cultural, economic, and social development of Nevada and the nation.
 - d. To sponsor and conduct continuing programs of public service for the citizens of the state.
3. To achieve these objectives, the ~~s~~Ssystem seeks sufficient funding from the state and other sources to support programs of high quality. Further, it engages in appropriate planning activities to provide as many educational opportunities in as an effective and efficient manner as possible. To this end, it provides appropriate administration to ensure coordination and accountability. (B/R 1/95)

Section 2. Ethical Code of Conduct for Regents

1. A member of the University and Community College System of Nevada Board of Regents should honor the high responsibility that this elected office demands by:
 - a. Thinking always in terms of the improvement of educational opportunities of Nevada's citizens first.
 - b. Understanding that the primary role of a Board member is policy-making, not administration, and distinguishing intelligently between these two functions. (BR 12/02)

- c. Endeavoring to insure that maximum resources are provided for the proper functioning of the University and Community College System of Nevada and that these resources are properly used.
 - d. Representing the entire University and Community College System of Nevada at all times.
 - e. Becoming well informed concerning the duties of Board members and the proper functions of the University and Community College System of Nevada.
 - f. Recognizing the responsibility as a state official to seek the improvement of education throughout the state.
 - g. Endeavoring to be readily available to fellow Board members, the eChancellor, the pPresidents, faculty, staff, students, and the public for providing and obtaining information. (B/R 12/99)
 - h. Treating all employees and students of the University and Community College System of Nevada with respect, cognizant of the power inherent in the office of Regent, and never using that power to attempt to intimidate or influence employees or students to gain unwarranted privileges, advantages, or preferences for the Regent or for his or her family members, other individuals, or business entities. (B/R 12/02)
 - i. Upholding public trust in the office of Regent. (B/R 12/02)
2. A member of the University and Community College System of Nevada Board of Regents should respect relationships with other members of the Board by:
 - a. Realizing that authority rests with the Board only in official meetings, that the individual member has no legal status to bind the Board outside of such meetings except as may be expressly authorized by the Board.
 - b. Recognizing the integrity of their predecessors and their current associates on the Board and the merit of their work.
 - c. Making decisions only after all facts bearing on a question have been presented and discussed.
 - d. Encouraging the free expression of opinions by all members, respecting the opinion of others, and conforming to the principle of "majority rule." (B/R 12/99)
 - e. Not requesting other members of the Board to endorse a Board member or otherwise participate in the Board member's reelection campaign.
 - f. Preparing, when serving as Board Chairman or Committee Chairman, in cooperation and in collaboration with the Chancellor, the agendas of all meetings of the Board of Regents and its committees. (B/R 12/99)

3. Members of the University and Community College System of Nevada Board of Regents should maintain desirable relations with the Cehancellor and the Cehancellor's staff by:
 - a. When a vacancy exists, striving to procure the best professional leader available as the Chief Executive Officer of the University and Community College System of Nevada.
 - b. Giving the Cehancellor clear and full administrative authority for properly discharging the professional duties of the System office and by holding the Cehancellor accountable for acceptable results.
 - c. Acting only upon recommendations of the chancellor, and the Cehancellor's staff, and in conformance with applicable statutes and policies in all matters that come before the Board. (B/R 12/02)
 - d. Going directly to the Cehancellor if a problem arises concerning the Cehancellor's office or staff. If a direct meeting does not solve the problem, only then should the matter be taken to the Board of Regents as a whole.
 - e. Having the Cehancellor, or the Cehancellor's designee, present at all meetings of the Board of Regents and other meetings involving decisions affecting the conduct of the entire System. (B/R 12/02)
 - f. Referring all constituent's complaints initially to the Cehancellor or to the Presidents of the member institutions, where applicable.
 - g. Endeavoring to maintain an environment in which the Cehancellor and the eChancellor's staff may discharge their duties throughout the System and the state on a thoroughly professional basis. (B/R 12/02)
 - h. Not requesting the Cehancellor or members of the Cehancellor's staff to endorse a Board member or to otherwise participate in the Board member's reelection campaign or campaign for another elective office.
 - i. Preparing, when serving as Board chairman or Committee Cehairman, in cooperation and in collaboration with the Cehancellor, the agendas of all meetings of the Board of Regents and its committees. (B/R 12/99)
4. Members of the University and Community College System of Nevada Board of Regents should meet responsibilities to the electorate by:
 - a. Attempting to appraise fairly both the present and the future higher education needs of their communities.
 - b. Regarding as a major responsibility of the Regents the interpretation of the aims and methods of the people of Nevada pertaining to higher education opportunities.
 - c. Insisting that all University and Community College System of Nevada business be conducted in an open, ethical, and above-board basis.
 - d. Vigorously seeking adequate funding (financial support) for all units of the University and Community College System of Nevada.

- e. Refusing to use a position on the Board of Regents, in any way whatsoever, for political or personal gain or aggrandizement.
- f. Holding confidential all matters pertaining to personnel which, if disclosed, would needlessly injure individuals or educational programs.
- g. Winning the public's confidence that all is being done within the University and Community College System of Nevada in the best interests of students. (B/R 6/84)

Section 3. Statutory and Policy Prohibitions for Members of the Board of Regents

1. Regents are subject to the code of ethical standards of the State of Nevada (*Nevada Revised Statutes (NRS)* 281.481 – 281.671) promulgated to govern the conduct of public officers and employees. These sections of the NRS include, but are not limited to, provisions related to acceptance of gifts and services (NRS 281.481), voting (*NRS* 281.501), bidding on contracts (*NRS* 281.505), and honorariums (*NRS* 281.553). Regents are also subject to certain additional conflict of interest provisions contained in other sections of the *Nevada Revised Statutes* and in this Handbook.
 - a. *Nevada Revised Statutes* 396.122 prohibits a member of the Board of Regents from being interested, directly or indirectly, as principal, partner, agent or otherwise, in any contract or expenditure created by the Board of Regents, or in the profits or results thereof.
 - b. Board policy related to Regents' conflicts of interest concerning the purchase of supplies, equipment, services, and construction under any contract or purchase order is stated in Title 4, Chapter 10, Section 1(7).
 - c. Board policy related to Regents' conflicts of interest concerning management of investment accounts is stated in Title 4, Chapter 10, Section 5(5).
 - d. Board policy related to Regents' conflicts of interest concerning nepotism is stated in Title 4, Chapter 3, Section 56.

(B/R 12/02)

2. In order to demonstrate compliance with statutory provisions contained in the *Nevada Revised Statutes* and with Board policies, members of the Board of Regents shall complete an annual disclosure statement regarding contractual, employment, family, financial, and outside activities that might create a conflict of interest. The annual disclosure statements will be filed with the Chief Administrative Officer and are subject to state records retention policies. (B/R 12/02)

Section 4. Production or Inspection of Records and Requests for Information by Regents

1. Unless otherwise prohibited by law, all books, records and documents in the custody of a UCCSN institution or unit must be made available to Regents for inspection or copying upon request. Regents should make such a request only for reasons germane to the performance of their duties as ~~R~~Regents. Requests for inspection or copies of books, records or documents must be directed to the Chancellor, Presidents, Vice Chancellors, Vice Presidents, General Counsel, Chief Administrative

Officer or the Director of Internal Audit, as the case may be. Such requests shall also be copied to the Chancellor and, if applicable, the President of the relevant institution. The written response from the institution or unit shall be sent to all Regents, with copies to the Chancellor, the applicable President and the Board office.

2. As noted in Board Bylaws and Policies, the Board of Regents acts as a unit and no one Regent has the authority to bind the Board. "It shall be the policy of the board of Regents to act as a unit. The Board of Regents controls the University as a body representing the people; the individual members have no authority singly." Board Policies, Title 4, Chapter 1, Section 7(6). Accordingly, if in the opinion of the Board Chair~~m~~an requests for information are beyond the production or copying of books, records or documents and require more than a minimal use of an institution's or unit's personnel or resources, the request must be approved by the Board of Regents. In determining whether to approve the information request, the Board shall take into consideration the cost associated with responding to the request in terms of the use of personnel and other resources. The written response by the institution or unit to approved information requests shall be sent to all Regents, with copies to the Chancellor, the applicable President and the Board office.

(B/R 5/03)

Section 5. Inspection of Files

1. For the purpose of Section 5, files include both paper and electronic records. Regents may inspect files of employees and students, or any other non-public information, only for reasons germane to the performance of their duties as regents. This inspection should never involve unwarranted privileges, advantages or preferences, nor should it ever involve personal gain or retribution for the Regent or for his or her family members, other individuals, or business entities. Health records and faculty or student research files are not subject to inspection.
2. Prior to inspection of any non-public file, a R~~r~~egent must provide a written request to the C~~e~~hancellor stating the reason for the examination of the file and what information is being sought. When a regent requests access, the C~~e~~hancellor will notify other regents and the institutional P~~r~~esident of the request. In the case of a student or employee file, the institution will notify the student or employee of the regent's request and any subsequent inspection of the requested information. A request for inspection of non-public files must comply with all applicable state and federal statutes. A custodian or designee of non-public files shall be present during any inspection of such files. Safeguards for electronic records must likewise be in place at each institution. Files shall not be copied or removed from the institutional or system office premises except under court order.

(B/R 12/02)

Section 6. Board Meeting Dates

The Board of Regents shall meet on a schedule established annually. (B/R 1/73)

Section 7. Academic and University Year

It is the responsibility of each institution to develop its academic calendar, to propose the date or dates of its general commencement(s), and to specify the academic-year obligation of its academic-year faculty. Each of these items must be approved by the institutional president and submitted to the Chancellor.

~~Campus academic calendars and proposed dates of commencements must be submitted to the Chancellor's Office no later than two years prior to the year in question. (B/R 6/00)~~

~~Conflicts in the proposed dates of commencements should be avoided whenever possible. (B/R 6/00)~~

Presidents are responsible for specifying the academic-year obligation for their academic-year faculty. The academic-year obligation defines the dates within which academic-year faculty should be available for assignment on-campus or off-campus.

~~The Chancellor shall establish procedures for setting the aforementioned dates. Presidents should submit to the Chancellor the academic-year obligation for their faculty no later than May 1st two years and two months prior to the year in question. The Chancellor shall compile these data and make them available across the System. (B/R 3/98)~~

- ~~2. For contractual and other appropriate purposes, the University Year is defined as the twelve-month period coinciding with the fiscal year from July 1 to June 30, inclusive. Such period contemplates observance of officially recognized national and state holidays and such other recesses of official on-campus and off-campus duty as may be established at any time by the Board of Regents. (B/R 4/72)~~

Section 8. Policy of the Board of Regents

1. The Constitution of the State of Nevada provides for the control of the University of Nevada to be in a Board of Regents. This Board is a body corporate and is legally responsible for the final control of the University.
2. This Board of Regents adopts the policy that the function of a Board of Regents is advisory and legislative. Thus, the Board of Regents shall delegate whenever possible duties which are initiatory and executive.
3. It shall be the function of the Board of Regents to approve or reject policies proposed by the Administration. The Administration shall develop educational programs for consideration and the Board shall furnish the necessary legislation and authority for the administration to carry out these policies effectively.
4. Only in the most unusual circumstances should the Board of Regents concern itself with the details of administration. Upon the basis of recommendations and data presented by the Administration, the Board of Regents shall determine the general method in which various problems and administrative duties are to be solved or handled, and shall permit the Administration to apply the policies decided upon to single individual jobs or problems.
5. Whenever a situation arises where no policy has been established in the past, the

Chancellor shall analyze the situation and determine the issue upon which the Board needs to act. Thereupon, the Board of Regents shall settle policy with reference to the particular issue. After the Board of Regents has acted, the Chancellor shall apply the new policy to the particular cases. Where appropriate, the Council of Presidents shall be involved.

- a. During legislative sessions, when it becomes necessary to take a position on behalf of the University and Community College System of Nevada on proposed legislation to be heard by a legislative committee and (1) the Board has not yet taken a position on the bill and (2) the Board will not meet before the bill is heard by the legislative committee, the Chancellor, as the chief executive officer of the System, or his designee, may take a position on behalf of the System on the bill before the legislative committee. The Chancellor shall notify the members of the Board of the Chancellor's position on the bill before the bill is heard by the legislative committee. (B/R 3/93)
- b. In carrying out the provisions of (a) above, the Chancellor shall inform the legislative committee involved that the Board had not yet taken a position on the bill in question. (B/R 3/93)
6. It shall be the policy of the Board of Regents to act as a unit. The Board of Regents controls the University and Community College System of Nevada as a body representing the people; the individual members have no authority singly.
7. No member of the Board of Regents can bind the Board by word or action, unless the Board has, in its corporate capacity, designated such member as its agent for some specific purpose and for that purpose only. (B/R 1/51)
8. The use of the terms "Board of Regents of the University and Community College System of Nevada" and "The University and Community College System of Nevada" may not be used by any person, group or organization for any announcements, invitations and solicitations without the written permission of the Board of Regents of the University and Community College System of Nevada or the Board's authorized designee. (B/R 11/82)

Section 9. Campus Development

In development of the campuses of the University and Community College System of Nevada, the following principles are hereby adopted.

1. The park-like quality of each campus shall be maintained and further developed to the effective use of open areas, such as quads and malls. Such areas shall have serviceable walkways and seating areas in order to maintain a proper balance between utility and aesthetics.
2. Landscape architecture shall maintain pace with the aesthetic qualities of each campus in general. Funds for landscaping shall be included in the budget for each new building.

3. A small amount of parking area shall be provided adjacent to, or as near as possible to most buildings, to satisfy parking needs of faculty.
4. Consideration shall be given to the movement of student and faculty traffic between classes, materials and services from building to building, and visitors and groups for special events about each campus, particularly in regard to the location of sidewalks, paths and service routes. Special consideration shall also be given to the size and servicing of walkways in order to provide safety and convenience.
5. There shall be an annual reappraisal of enrollment projections and building priorities. (B/R 5/61)
6. Standardized plaques shall be placed on University and Community College System of Nevada buildings pursuant to procedures established by the Chancellor as follows:
 - ~~a. Building should be named officially before the Notice of Completion is filed.~~
 - ~~b. Building plaque should be installed for the building dedication.~~
 - ~~c. The plaque should be one piece, cast bronze, wall mounted in main entrance to building.~~
 - ~~d. Plaque should not exceed 36" x 36" and include the following:~~
 - ~~_____ Building name and year of completion~~
 - ~~_____ University Institution~~
 - ~~_____ Special message if appropriate~~
 - ~~_____ Names of Regents*~~
 - ~~_____ Governor(s)*~~
 - ~~_____ Chancellor(s)*~~
 - ~~_____ Institution President(s)*~~
 - ~~_____ State Public Works Board~~
 - ~~_____ Name of Design Firm~~
 - ~~_____ (*From time of approval for the building by the State Legislature through occupation of the building by UCCSN.)~~
 - ~~e. Lettering should be properly balanced, with sizes similar to the following sketch:(B/R 6/85)~~

SAMPLE

Letter Size

Name _____ (NAME OF BUILDING) _____ 2"
Institution _____ (INSTITUTION) _____ 2"
_____ 19() _____ 2"

Message _____ THIS FACILITY MADE POSSIBLE THROUGH THE _____ 3/4"
_____ GENEROSITY OF _____ 3/4"

_____ BOARD OF REGENTS 19() () _____ 1"

_____ Name of Regent _____ Name of Regent _____ 1"

_____ Name of Regent _____ Name of Regent _____ 1"

_____ Name of Regent _____ Name of Regent _____ 1"

_____ Name of Regent _____ Name of Regent _____ 1"

_____ Name of Regent _____ Name of Regent _____ 1"

_____ Name of Regent _____ 1"

Chancellor(s) _____ - CHANCELLOR _____ 1"

President(s) _____ - PRESIDENT _____ 1"

SPWB _____ NEVADA STATE PUBLIC WORKS BOARD _____ 3/4"

Design _____ (ARCHITECTS) _____ 3/4"
Consultant _____

Governor(s) _____
_____ Governor, State of Nevada _____

(B/R-6/85)

Section 10. Alcoholic Beverage Policy

(For Student Policy, See Title 4, Chapter 20, Sec. 4, p. 1)

The purchase of alcoholic beverages for use at University and Community College System of Nevada functions shall be permitted for the following functions or pursuant to the following conditions:

1. Conferences and Institutes where a part of the fee collected is for a cocktail party.
2. Host account expenditures for liquor with dinner and for large receptions.
3. Student associations must have the institutional pPresident's prior approval and the institution pPresident is to be the only person authorized to approve payment of the purchase of alcoholic beverages from Student Association Funds. The institutional pPresident will only grant this authorization upon being satisfied that proper supervision is provided in the dispensing of alcoholic beverages.

(B/R 6/82)

Section 11. Parking and Traffic Regulations

The pPresident of each institution shall have the authority to establish, approve, and enforce parking and traffic regulations that govern the movement, operation, and parking of motor vehicles on property under the jurisdiction of the institution. Such regulations shall be in compliance with the *Nevada Revised Statutes* and applicable county codes.

(B/R 6/04)

Section 12. UCCSN Police and Security Forces

1. Mission

The mission of UCCSN police and security forces shall be 1) to provide for the safety and security of students, employees, and guests on each campus, 2) to protect UCCSN property, 3) to create an atmosphere of respect, friendliness, and community on the campus, and 4) to provide the most efficient, extensive security for each campus within the resources available.

2. Control, Authority and Reporting

The control and authority over all UCCSN police departments resides with the Board of Regents. The Board of Regents entrusts the eChancellor and, through the eChancellor, the pPresidents with the direct oversight and management of police departments and contracted security firms at individual institutions within the limits set by UCCSN policy.

3. External Contracts

Contracts between UCCSN institutions and private security firms must describe the exact duties and responsibilities of the security firm's employees, including the obligations to communicate problems and disturbances to campus administrators in addition to their own supervisors, and to local police when necessary. The contract should refer to Board of Regents policies. Any contract for services by a private security firm must be reviewed by UCCSN legal counsel and approved by the eCancellor. Such contracts may not exceed the authority granted to the pPresident under UCCSN policy.

4. Interlocal Agreements

- a. In accordance with NRS 396.325, each UCCSN campus shall enter into an interlocal agreement with the appropriate municipal police department to define the territorial limits and jurisdiction of campus peace officers and private security firms. Where needed or requested, each UCCSN police department shall provide mutual aid, assistance and expertise to municipal police departments.
- b. UCCSN peace officers may be authorized to enroll as reserve officers of the Reno, Sparks, or Las Vegas Metropolitan police for the purpose of acting on matters concerning University and Community System of Nevada related business. The University and Community System of Nevada shall prove a "hold harmless" agreement to the sponsoring jurisdiction.

5. Community-oriented Model

All UCCSN police departments shall use a community-oriented policing model, developed to support and enhance the sSystem and institutional mission and the welfare of students and staff.

6. Campus Education

All UCCSN police departments shall establish educational programs for students and employees on safety issues. Examples include, but are not limited to, crime prevention, self-defense, alcohol and drug education, emergency response, and crisis management.

7. Training

All UCCSN police departments shall establish training requirements and programs that ensure that all police are prepared to function effectively consistent with peace officer status within higher education's setting and goals that meet or exceed state peace officer training requirements.

8. Hiring Criteria

All UCCSN police departments shall establish standards and screening criteria to ensure qualified personnel. Standardized psychological screening will be conducted for all police recruits in the UCCSN.

9. Uniforms

UCCSN police are highly visible representatives of the ~~university or college~~ institution in which they are employed. Attire of UCCSN police shall be appropriate for their duties. Each institution shall determine the type of attire best suited for the effective functioning of its police department. The attire of UCCSN police shall be clearly distinctive so that students and employees will easily recognize institutional police. Distinctive is defined as different from other law enforcement agencies in the county in which the campus resides. (This policy shall be implemented no later than Fall 2005.)

10. Weapons

Each ~~p~~President may restrict the armament of any or all police within the institution. All UCCSN police departments shall evaluate the type of weapons necessary for meeting their duties and equip the force with only those weapons judged to be essential to their mission. Only officers who are fully trained in a weapon and for whom the weapon is essential shall carry a weapon. Each police department head shall determine which officers may carry each type of weapon. It is at the police department head's sole discretion to limit which officers may carry a particular type of weapon.

11. Scope of Operations

Given finite resources, each police department shall not engage in non-essential services, including those available through arrangements with municipal police. ~~of cost, efficiency, and effectiveness can be served through partnerships.~~ All departments shall limit the scope of coverage to those areas essential to the institution's safety. No tactical special operations units (such as special weapons and tactics units) shall be formed by UCCSN police. Any special operations must be approved by the police department head, the ~~p~~President, and the ~~e~~Chancellor and reported after the operation is complete to the Board.

12. Board of Regents Reports

The Board of Regents, ~~through the Campus Environment Committee,~~ shall review biennial reports on the status of safety issues from each campus. The timing of the reports will correspond with deadlines for federal and state reporting of crime statistics. These reports to the Board shall minimally include the following data required under NRS 396.329: crime statistics, training requirements and programs, equipment authorized for use by police officers, policies regarding use of force, activities to improve or maintain public relations, number of full-time and reserve officers, and number of allegations of excessive force. In addition, the reports to the board shall also contain information on hiring requirements, attire, description of weapons in inventory, and percentage of time police spend on campus (excluding patrol time in cars).

13. Campus Reports

All UCCSN police departments must comply with federal requirements of the Student right to Know Act (Clery Act) and shall provide widely disseminated monthly reports on campus crime to all members of the campus community through email or other mechanisms. Immediate warnings to the campus community shall be provided if the police departments have reliable information about dangerous individuals in the area or of crimes in the immediate vicinity of the institution that are not yet solved.

14. External Evaluation

At least every five years, all UCCSN police departments shall be reviewed by an entity external to the UCCSN, approved by the eCancellor on recommendation from the pPresident. The purpose of these reviews will be to assure that the police departments and their employees are operating in an appropriate and effective manner consistent with the welfare of the institution of which they are a part. These reviews shall be presented to the Board of Regents by the external reviewer.

15. Review Boards

~~In accordance with, t~~The Board of Regents shall, for each institution, either establish a review board or ensure that an alternate mechanism is in place to address the concerns raised by NRS 396.3291. If established~~ed~~, the membership and function of this board will be consistent with the stipulation set forth in NRS 396.3291 and the board shall annually present a report to the eCancellor on its activities.

(B/R 6/02)

Section 13. Regent Travel and Host Spending Policy

1. In-State Travel. Reimbursement of travel expenses incurred by members of the Board of Regents will be made for all trips required in an official capacity within the state. Reimbursement will be made at the rates authorized by the State of Nevada.
2. Out-of-State Travel. Each Regent is authorized to attend one national and one regional meeting annually. Any additional out-of-state travel is to be approved by the Board of Regents or by the Chairman when in the interest of time it cannot be approved by the full Board.

Should a Regent be appointed or elected to a national or regional board, that Regent will present for consideration an estimated travel budget for the coming year.

3. Operating Funds. Expenses incurred by a member of the Board of Regents in an official capacity will be reimbursed by the UCCSN, including long distance telephone charges, postage, etc.
4. Host Funds. An annual host account of up to \$5,000 for the Chairman of the Board of Regents and up to \$2,500 for the remaining members of the Board of Regents will be established, to be used for official UCCSN hosting. These accounts will be used to reimburse Regents for host expenditure claims submitted to the Secretary of the Board. Any amount above those stipulated must be approved by the Board. (B/R 9/87)

The only time an event would not be charged to the individual host account would be

when one or more members of the Board are hosting in an official capacity. Any large event must be previously approved by the Board. (B/R 9/85)
(B/R 6/85)

Section 14. ~~Guidelines for~~ Distinguished Nevadan and Honorary Degree Nominations

The Chancellor shall provide guidelines for the nomination of Distinguished Nevadans and honorary degrees.

~~1. Distinguished Nevadans~~

- ~~a. Nominations for the award of Distinguished Nevadan will be made by the Board of Regents. Nominations must be received by the Chief Administrative Officer of the Board no later than December 31 of each academic year. The Board of Regents shall make the award on or before March 31 of each academic year. (B/R 3/03)~~
- ~~b. The purpose of the awards is to recognize prominent individuals who are present or former residents of the state for their significant achievements contributing to the cultural, economic, scientific, or social advancement of Nevada and its people; or for exceptional service to the state or nation that has influenced constructively the well-being of humankind. Persons currently holding public elective office shall not be eligible to be nominated for Distinguished Nevadan, except that the Board of Regents reserves the right to waive this limitation at its own discretion in extraordinary circumstances. (B/R 3/03)~~
- ~~c. No more than five persons per year shall be given the award of Distinguished Nevadan by the Board of Regents (one north, one south, one rural, two at large). These awards shall normally be given at spring commencement exercises. (B/R 3/03)~~

~~2. Honorary Doctorates~~

- ~~a. Nominations for Honorary Doctorates shall be made to the Board of Regents by the presidents of the University of Nevada, Las Vegas and the University of Nevada, Reno. (B/R 1/87)~~
- ~~b. Honorary Doctorates may, at the discretion of the university presidents and with the approval of the Board of Regents, be conferred at any time during the year at an appropriate ceremony. Normally, no more than two honorary doctorates will be conferred at each university's commencement ceremony. (B/R 3/03)~~
- ~~c. Honorary Doctorates shall be awarded to persons who have made significant contributions to the improvement of the quality of academic programs and academic life at each university, or to distinguished visitors. Persons currently holding public elective office shall not be eligible to be nominated for an Honorary Doctorate, except that the Board of Regents reserves the right to waive this limitation at its own discretion in extraordinary circumstances. (B/R 10/98)~~

~~3. Honorary Baccalaureate Degrees~~

- ~~a. Nominations for Honorary Baccalaureate Degrees shall be made to the Board of Regents by the presidents of Nevada State College and Great Basin College.~~

- ~~— b. Exclusive of a yearly commencement speaker for each college, normally no more than two persons per year for each college shall be awarded Honorary Baccalaureate Degrees by the Board of Regents.~~
- ~~— c. Honorary Baccalaureate Degrees shall be awarded to persons who have made significant contributions to the improvement of the quality of academic programs and academic life at each college, or to distinguished visitors. Persons currently holding public elective office shall not be eligible to be nominated for an Honorary Baccalaureate Degree, except that the Board of Regents reserves the right to waive this limitation at its own discretion in extraordinary circumstances.~~

~~(B/R 3/03)~~

~~4. Honorary Associate Degrees~~

- ~~— a. Nominations for Honorary Associate Degrees shall be made to the Board of Regents by the presidents of the community colleges.~~
- ~~— b. Exclusive of a yearly commencement speaker for each community college, normally no more than two persons per year for each community college shall be awarded Honorary Associate Degrees by the Board of Regents.~~
- ~~— c. Honorary Associate Degrees shall be awarded to persons who have made significant contributions to the improvement of the quality of academic programs and academic life at each community college, or to distinguished visitors. Persons currently holding public elective office shall not be eligible to be nominated for an Honorary Associate Degree, except that the Board of Regents reserves the right to waive this limitation at its own discretion in extraordinary circumstances.~~

~~(B/R 3/03)~~

~~5. Forms~~

- ~~— The following forms shall be used:~~



**2004 Distinguished Nevadan
Nomination Form**

Deadline: Wednesday, December 31, 2003

Please send all nominations to:

**Suzanne Ernst, Chief Administrative Officer
5550 W. Flamingo Road, Suite C-1, Las Vegas, NV 89103
e-mail: ernsts@nevada.edu | Fax: (702) 889-8492**

1. Salutation: Mr. Mrs. Miss Ms. Dr.

2. Nominee's Name *(Please ensure correct spelling.):* _____

3. Nominee's Mailing Address: _____

4. Nominee's Phone Number: **Work:** _____ **Home:** _____

5. Employment History *(Attach additional material if necessary.):*

Section 15. Board of Regents' Scholar Award

1. The Nevada Regents' Scholar Award shall be given annually to an undergraduate student from each university, state college and community college and to a graduate student at each of the universities within the University and Community College System of Nevada. The awards will be given as follows:

Community colleges – one student per year.

State college – one student per year.

Universities – one undergraduate and one graduate student each year.

2. The Scholar award will carry with it a cash stipend of \$5,000. Awards are to be based on academic accomplishments, leadership ability, service contributions while a registered student, as well as for the recipient's potential for continued success.
3. Guidelines for the nomination and selection of the recipients of Nevada Regents' Scholar Award shall be established by the Office of the Chancellor.

(B/R 1/03)

Section 16. Nevada Regents' Award for Creative Activities

1. The Nevada Regents' Award for Creative Activities shall be given annually to one UCCSN Faculty member with a distinguished record in creative activity. Although this award is intended for individuals, groups who by their collaboration have made major advances may be recognized as well.
2. The Creative Activities Award will carry with it a cash stipend of \$5,000. The intent is to select one individual (or group) for recognition each year. However, the Selection Committee may choose to send forward more than one nomination in exceptional circumstance.
3. Guidelines for the nomination and selection of the recipient of the Nevada Regents' Award for Creative Activities shall be established by the Office of the Chancellor.

(B/R 1/03)

Section 17. Nevada Regents' Researcher Award

1. The Nevada Regents' Researcher Award shall be given annually to one UCCSN faculty member with a distinguished record in research. Although this award is intended for individuals, groups who by their collaboration have made major advances may be recognized as well.
2. The Researcher Award will carry with it a cash stipend of \$5,000. The intent is to select one individual (or group) for recognition each year. However, the Selection Committee may choose to send forward more than one nomination in exceptional circumstances.
3. Guidelines for the nomination and selection of the recipient of the Nevada Regents' Researcher Award shall be established by the Office of the Chancellor.

(B/R 1/03)

Section 18. Nevada Regents' Teaching Award

1. The Nevada Regents' Teaching Award shall be given annually to UCCSN faculty members with distinguished records of teaching. The award will carry with it a cash stipend of \$5,000.
2. Two awards will be granted annually. Full-time faculty who provide instruction as part of their regular assignments at DRI or who provide instruction as their primary assignments at UNLV, UNR and NSCH will be eligible for one award. Full-time faculty who provide instruction as their primary assignments at CCSN, GBC, TMCC, and WNCC will be eligible for one award. Although these awards are intended for individuals, groups who by their collaboration have made outstanding instructional contributions may be recognized as well.
3. Guidelines for the nomination and selection of the recipients of the Nevada Regents' Teaching Award shall be established by the Office of the Chancellor.
(B/R 1/03)

Section 19. Nevada Regents' Academic Advisor Award

1. The Nevada Regents' Academic Advisor Award shall be given annually to faculty or staff members with distinguished records of student advisement. The award will carry with it a cash stipend of \$5,000 at the universities and \$2,500 at the community colleges and state college.
2. One award per institution will be granted annually at TMCC, WNCC, GBC, CCSN and NSCH to a full-time member of the faculty, professional staff, or classified staff who provide academic advisement as part of their regular assignment or who provide academic advisement as their primary assignment. Two awards will be granted annually at UNLV and UNR, one for undergraduate advisement and one for graduate advisement. DRI full-time faculty or professional staff who provide academic advisement to graduate students at UNLV and UNR as part of their regular assignments or who provide academic advisement as their primary assignments are eligible for the university award. Although these awards are intended for individuals, groups who by their collaboration have made outstanding contributions in academic advisement may be recognized as well.
3. Guidelines for the nomination and selection of the recipients of the Nevada Regents' Academic Advisor Award shall be established by the Office of the Chancellor.
(B/R 1/03)

Section 20. University and Community College System of Nevada AIDS Guidelines

The Chancellor shall establish guidelines to address the personal, administrative, medical, and legal problems associated with the Acquired Immune Deficiency Syndrome (AIDS).

- ~~1. The University and Community College System of Nevada, in order to address the personal, administrative, medical, and legal problems associated with the Acquired Immune Deficiency Syndrome (AIDS), has established the following guidelines. These~~

~~are intended to provide direction for our institutions when dealing with the disease of AIDS and AIDS-related issues.~~

- ~~2.—The primary response of University and Community College System of Nevada institutions to AIDS should be increasing awareness and education—for students, employees, faculty, and others. Effective education based upon the best currently available information will aid in preventing the spread of the disease.~~
- ~~3.—Individuals will not be required to undergo screening for AIDS as a condition of enrollment, employment, or financial services. Faculty, students, and staff who are diagnosed as having AIDS, AIDS-related complex, or a positive antibody test and who are otherwise qualified should be afforded normal classroom attendance, working conditions, student housing, benefits, and participation in curricular and extracurricular activities in an unrestricted manner, as long as they are physically and psychologically able to do so. Decisions regarding such individuals will be made on a case-by-case basis, taking into account the individual's behavior and physical condition.~~
- ~~4.—The American College Health Association special report entitled AIDS on the College Campus contains guidelines based upon current knowledge of AIDS-related issues. It is suggested UCCSN institutions refer to this report for guidance in addressing local needs.~~
- ~~5.—It is also recommended that the Center for Disease Control guidelines be used to insure safety of students, staff, and faculty handling human blood, blood products, and other body secretions.~~
- ~~6.—Each UCCSN institution will establish procedures to respond to AIDS-related concerns, as well as to public inquiries.~~
- ~~7.—These guidelines will be revised as necessary, in response to the release of new scientific information.—(B/R 6/88)~~

Section 21. Covert Video Surveillance

The use of covert video surveillance for anything other than a criminal investigation on the campuses of the University and Community College System of Nevada is prohibited. If, in a criminal investigation, such video surveillance is used, it must be approved by the President or the President's designee. This policy shall not interfere with the legitimate use of video taping for academic purposes. (B/R 6/92)

Section 22. Computing Resources Policy

1. Principles: Academic freedom in teaching and research and the right of freedom of speech for faculty, staff and students are fundamental principles of the University and Community College System of Nevada. Nothing in this section limits or removes the right of free speech or the academic freedom of faculty, staff, and students engaged in the learning process, nor relaxes their responsibilities as members of the UCCSN community. This computer resources policy seeks to achieve objectives necessary for the legitimate and proper use of the UCCSN computing resources. It is intended that these ends should be achieved in ways that maximally respect the legitimate interests and rights of all computer users. The UCCSN acknowledges its responsibilities to

respect and advance free academic inquiry, free expression reasonable expectations of privacy, due process, equal protection of the law, and legitimate claims of ownership of intellectual property. Each institution within UCCSN may adopt further computing resources policies congruent with these principles.

2. Use of Computing Resources

- a. The computing resources of the University and Community College System of Nevada are the property of the UCCSN and are intended for support of the instructional, research, and administrative activities of system institutions. Examples of computing resources are system and campus computing facilities and networks, electronic mail, Internet services, lab facilities, office workstations and UCCSN data. Users of UCCSN computing services, data and facilities are responsible for appropriate and legal use. Appropriate use of system computing resources means 1) respecting the rights of other computer users, 2) protecting the integrity of the physical and software facilities, 3) complying with all pertinent license and contractual agreements, and 4) obeying all UCCSN regulations and state and federal laws.
- b. Students enrolled in kindergarten through twelfth grades using UCCSN computing facilities and networks for K-12 classes and activities must abide by school district and UCCSN policies. K-12 students enrolled in UCCSN courses will be treated as UCCSN students and therefore must abide by UCCSN policies.
- c. Inappropriate use of computing or networking resources, as defined in this section may result in the loss of computing privileges. If a violation of appropriate use occurs, a warning will first be given, notifying the individual that their action violates policy or law and that their access will be suspended if the action continues. All UCCSN Code and campus by-laws shall be followed if the need to suspend computing privileges from faculty, staff, or students occurs. However, if the security and operation of the computing systems or networks are jeopardized, access may be immediately cancelled.
- d. In congruence with [Nevada Revised Statutes \(NRS\) 281.481](#), UCCSN employees shall not use the UCCSN computer resources to benefit their personal or financial interest. However, in accordance with NRS 281.481(7), limited use for personal purposes is allowable if the use does not interfere with the performance of an employee's duties, the cost and value related to use is nominal, and the use does not create the appearance of impropriety or of UCCSN endorsement. Personal use shall not interfere with official institutional use. An employee who intentionally or negligently damages UCCSN computing resources shall be held responsible for the resultant expense. These policies also apply to UCCSN students.
- e. A UCCSN account given to students, faculty, and staff is for the use only of the person to whom it is given. Unauthorized access or privileges are not allowed. In electronic communication such as mail, the user should not misrepresent his or her identity. No user should attempt to disrupt services of the computing and network system, including the knowing propagation of computer viruses or the bombardment of individuals, groups, or the system with numerous repeated unwanted messages.

3. Privacy Issues: The UCCSN provides security measures to protect the integrity and privacy of electronic information such as administrative data, individual data, personal files, and electronic mail. All FERPA (Family Educational Rights and Privacy Act) requirements are followed. Users must not circumvent security measures. While computing resources are ~~s~~System property and all rights are retained regarding them, these rights will be balanced with a reasonable and legitimate expectation that technical staff and administrators will not casually or routinely monitor traffic content or search files. The content of files shall only be examined when there is a reasonable suspicion of wrongdoing or computer misconduct as determined by the institution ~~p~~President or his or her designee. Examination of files shall be limited to the matter under consideration. Disciplinary matters involving computer and network systems shall be handled in accordance with Chapter 6 of the UCCSN Code. Within the limits of the capability of the computer system, UCCSN shall protect the legitimate privacy interests of users and those about whom information is stored.
4. Software Management Responsibility: Users of UCCSN computing resources are responsible for the legality of their software at all times. Data or software written or created by UCCSN staff or students must not be copied or used without the author's permission. All commercial software must be licensed. Users must be aware of the license conditions and should never copy software without consulting the license agreement. Evidence of legal ownership is required. Individual employees and students are responsible for not installing illegal computer software on UCCSN equipment. All UCCSN institutions will enforce copyright laws and provide appropriate software management controls.
5. Internet Policy

The UCCSN agreement with the provider for Internet access prohibits:

 - a. attempted unauthorized access or destruction of any customers' information;
 - b. knowingly engaging in any activities that will cause a denial-of-service to any customers; and
 - c. using products and services to interfere with the use of the network by other customers or authorized users, or in violation of the law or in aid of any unlawful act.
6. Legal Context: All federal and state laws, UCCSN Code and regulations, and individual institutional policies are applicable to computer and network usage. Violation of UCCSN Code provisions may result in disciplinary action. Violation of applicable laws may result in civil damages and criminal sanctions under state and federal law. Applicable statutes are summarized by System Computing Services and UCCSN legal staff and can be found on the UCCSN homepage on the World Wide Web. This list is by no means exhaustive, but it provides the individual user an overview of the provisions of these and other statutes as they relate to computer use.

(B/R 6/99)

Section 23. Support for Dual-Career Couples

The UCCSN recognizes both the growing frequency and importance of dual-career couples in the academic workplace and the importance of addressing their needs in order to secure

the recruitment and retention of the most highly qualified faculty and staff. Accordingly, if a current employee, or a person who has received an offer of employment, requests assistance in locating employment opportunities for another person, it is the policy of the UCCSN to extend limited assistance.

Within the framework of the following guidelines, institutional personnel will provide information identifying appropriate employment opportunities. In addition, employment information and resources relevant to identifying potential positions should be shared among UCCSN campuses.

Assistance in seeking employment is governed by the following conditions.

1. Assistance may in no way interfere with, replace, supersede or compromise the integrity of each UCCSN institution's normal hiring policies and practices.
2. Assistance remains in compliance with all affirmative action and equal employment opportunity requirements.
3. Assistance will be provided regardless of the rank, classification or function of the person requesting assistance.
4. Assistance is neither a guarantee nor a promise of employment. It is the responsibility of each institution to ensure that all parties clearly understand that no employment, or offer of employment, includes a promise or expectation that the institution will find or provide employment for another person.
5. The specific nature of assistance shall be determined by the institution. Information on opportunities should not be restricted to positions within the UCCSN, but may include potential job listings with state and local government, non-profit organizations and private companies as well as listings with the UCCSN.

(B/R 4/00)

Section 24. Use of External Lobbyists

1. A member institution or special unit of the **sS**ystem may not engage the services of an independent entity or person to perform lobbying services within the State of Nevada without obtaining the prior approval of the **eC**hancellor. (B/R 08/00)
2. A member institution or special unit of the **sS**ystem may not assign an employee to perform lobbying duties without obtaining the prior approval of the **eC**hancellor. If approved by the **eC**hancellor, the employee must be officially registered as a lobbyist with the State of Nevada. The **eC**hancellor may revoke approval at any time. (B/R 3/04)

3. A UCCSN registered lobbyist shall provide a copy of required State of Nevada expense reports to the eCancellor and to the Chairman of the Board of Regents at the time the reports are submitted to the state. (B/R 3/04)
4. The eCancellor shall have the authority to establish internal policies governing the activities and reporting relationships of any persons approved to perform lobbying services. (B/R 3/04)

Section 25. Personal Use of System Property or Resources

In accordance with Nevada Revised Statutes (NRS) 281.481, UCCSN employees shall not use UCCSN time, property, equipment, or other facility to benefit their personal or financial interest. However, as provided in NRS 281.481(7), limited use for personal purposes is allowable if the use does not interfere with the performance of an employee's duties, the cost and value related to the use is nominal, and the use does not create the appearance of impropriety or of UCCSN endorsement. Personal use shall not interfere with official institutional use. Personal use of UCCSN time, property, equipment, or other facility must be approved in advance by the employee's supervisor. If the institution or unit incurs a cost as a result of a use that is authorized pursuant to this policy or would ordinarily charge a member of the public for the use, the employee shall promptly reimburse the cost or pay the charge. An employee who intentionally or negligently damages UCCSN property, equipment, or other facility shall be held responsible for the resultant expense.
(B/R 1/02)

Section 26. Disclosure of Student Education Records and Directory Information.

The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student educational records of both current and former students. Each UCCSN institution is required to comply fully with the law. The Act makes a distinction between a student's education record and information classified as directory information. FERPA gives parents certain rights with respect to their children's education records. These rights transfer solely to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are defined as "eligible students" in the Act.

1. Education Records. Institutions must have written permission from the parents or eligible student in order to release any personally identifiable information from a student's education record. However, under certain conditions FERPA allows institutions to disclose those records, without consent, to the following parties or under the following conditions:
 - School officials¹ with legitimate educational interest²;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Organizations conducting certain studies for or on behalf of the institution
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena, provided that the institution makes a reasonable attempt to notify the student in advance of compliance
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific state law.

2. Directory Information. Under the provisions of FERPA, institutions may disclose, without consent, directory information to individuals upon request. Each UCCSN institution must set a definition for its directory information, which may be more restrictive than provided in FERPA. Directory information is defined in the Act as information contained in an education record of a current or former student which would not generally be considered harmful or an invasion of privacy if disclosed. The Act defines such information as including, but not limited to:
 - Name;
 - Address;
 - Telephone number;
 - Date and place of birth;
 - Major field of study;
 - Participation in officially recognized activities and sports;
 - Weight and height of members of athletic teams;
 - Dates of attendance;
 - Degrees and awards received; and
 - Most recent previous education agency or institution attended.

3. Notification Requirements. Each UCCSN institution shall annually disclose its definition of directory information in writing and provide a form on which students may elect to be removed from the directory listing under three options. The annual notification and form must be published within the first 5 pages of the institutional

¹ The UCCSN definition of a school official is a “a person employed by the University/College in an administrative, supervisory, academic, or support staff position (including law enforcement unit and health staff); a person or company with whom the University/College has contracted (such as an attorney, auditor, or collection agent); a person serving on the Board of Regents; or assisting another school official in performing his or her tasks.” (B/R 12/02)

² For UCCSN purposes, a school official is determined to have legitimate educational interest if the information requested is necessary for that official to (a) perform appropriate tasks that are specified in his or her position description or by a contract agreement; (b) perform a task related to a student's education; (c) perform a task related to the discipline of a student; (d) provide a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid. (B/R 12/02)

catalog and each class schedule. A common statement about the uses of directory information shall be provided on the form. (B/R 6/03)

- a. Privacy Statement. The following statement must appear in boldface type in a box on the form used by students for requesting non-disclosure of directory information. Additional clarifying language may be added to this statement by the institution.

In accordance with institutional policy and the U.S. Family Education Rights and Privacy Act of 1974 (FERPA), the [Name of Institution] vigorously protects the privacy of student education records. The institution does not release private records of individual students, such as grades and class schedules, without prior written consent of the student.

As permitted under federal law, the sole exception to the above practice is the release of "directory" information considered to be public in nature and not generally deemed to be an invasion of privacy. At [Name of Institution], the following categories are defined as "directory" information: [_____]

Students have the right to request non-disclosure of directory information. If they do not restrict release of this information, it is probable that the information will be released or disclosed. [Name of Institution] uses directory information for non-commercial, educational purposes, such as to mail notices to students about changes in policies, services, or opportunities. Directory information may also be provided for commercial purposes to businesses affiliated with the institution, honor societies, the alumni association and foundation, or other individuals for purposes that may be beneficial to students. The institution exercises discretion in responding to requests for directory information and may or may not provide such information when requested, depending on the intended purpose of the request. The institution does not sell or rent student information for a fee.

It is important to consider carefully the potential consequences of restricting the release of directory information. If a student restricts release for non-commercial educational purposes, the institution will be unable to place the student's name in publications such as honors and graduation programs; to confirm graduation and dates of attendance to potential employers; to verify enrollment with organizations such as insurance companies; or to send notifications about specialized scholarships without the express written authorization of the student.

If, after due consideration, you wish to restrict the release of directory information, complete this form and submit it to the Office of _____. This directive will apply permanently to your record until you choose to reverse it by submitting a written authorization.(B/R 6/03)

- b. Request for Non-disclosure of Directory Information. Students shall be permitted until the end of the first 6 weeks of the fall or spring semester to submit a written request for non-disclosure of their directory information. The deadline shall be published in the academic calendar of each institution. Students shall be permitted to select one of three non-disclosure options:
- i. Non-disclosure for commercial purposes.
 - ii. Non-disclosure for non-commercial (educational) purposes.
 - iii. Non-disclosure for both commercial and non-commercial purposes.

“Commercial purposes” is defined as the use of directory information by any person, including, without limitation, a corporation or other business, outside of the UCCSN to solicit or provide facilities, goods, or services in exchange for payment of any purchase price, fee, contribution, donation, or other valuable consideration. (B/R 6/03)

- c. Applicability. The request for non-disclosure shall apply permanently to the student’s record until or unless the student or former student requests in writing to reverse the non-disclosure order.
4. Sale of Directory Information. Student directory information for current and former students cannot be sold or rented for a fee by a UCCSN institution.
(B/R 3/02)

Section 27. Records Retention Policy

~~Tapes for regular, special and closed meetings will be retained seven years. Committee tapes will be retained for one year.~~

~~(B/R 4/02)~~

The UCCSN shall follow the records retention schedule approved by the State Records Committee under the *General Records Retention Schedule* effective February 18, 1994, and distributed by the Nevada State Library and Archives, Records Management Program.

Section 28. Privacy of Protected Health Information

1. General Statement

This statement of policy relates to the use, disclosure, and security of protected health information coming into the possession of various schools, departments, programs, individual employees (acting in the course and scope of employment) of UCCSN and its respective institutions. The United States Department of Health and Human Services has adopted certain regulations governing the privacy of protected health information pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). In addition, state law may impose restrictions on the use or disclosure of health information that are more stringent than the federal regulations. UCCSN is committed to following the applicable requirements of federal and state law governing the privacy of protected health information, and has developed a general implementation plan.

2. Scope of Policy

UCCSN is a hybrid covered entity under HIPAA. HIPAA standards, policies and procedures will be applied to all programs, departments and schools at UCCSN that are identified as included in the health care component of UCCSN as required by law.

3. Privacy and Security Officers

The Chancellor shall designate a UCCSN employee to serve as the UCCSN Privacy Officer. In addition, when required, the Chancellor shall designate a UCCSN employee to serve as the UCCSN Security Officer. The UCCSN Privacy and Security Officers shall assist the Chancellor in developing policies and procedures, training, implementation and administration of federal and state laws governing privacy and security of protected health information, as that term is defined in HIPAA regulations. In addition, each institution with designated health care components is encouraged to appoint privacy and security officers. The ultimate authority for implementation and administration, however, resides with the Chancellor.

4. Designation of Health Care Components of UCCSN

The Chancellor, in consultation with institution Presidents the UCCSN Privacy Officer, General Counsel, and impacted programs and departments, will designate the appropriate health care components of UCCSN and each of its institutions. These health care components are subject to the requirements of HIPAA. The Chancellor has the authority to add to, remove or modify these designations as may be required.

5. Objective

The Board's objective is to require all health care components of UCCSN to develop and maintain adequate procedures and security to meet state and federal requirements governing protected health information in order to ensure the integrity and confidentiality of the information, to protect against any reasonably anticipated threats to the security of protected health information, and to guard against unauthorized uses or disclosures of protected health information.

(B/R 3/03)

Title 4 - Codification of Board Policy Statements

Chapter 2

ADMINISTRATIVE OFFICERS

Section 1. Duties and Responsibilities of System Officers

The duties, responsibilities and job descriptions of the Chancellor and the Presidents of the member institutions shall be as stated in the Bylaws of the Board of Regents.

Section 2. Appointments and Vacancies of System Officers (B/R 3/04)

The Chancellor shall establish procedures concerning the appointments and vacancies of System officers.

- ~~1. When a vacancy shall occur in the offices of Chancellor or President of a member institution:
 - ~~a. In the case of a vacancy in the office of a President of a member institution, the Chancellor shall prepare the advertisement for the position, a time line for the search and a budget for the search according to Regents' policy;~~
 - ~~b. In the case of a vacancy in the office of the Chancellor, the Chair of the Board of Regents shall prepare, with the assistance of the Chancellor's Office, an advertisement for the position, a time line for the search, and a budget for the search according to Regents' policy; (B/R 3/04)~~
 - ~~c. In the case of a vacancy in the office of a President of a member institution, the Chair of the Board of Regents in consultation with the Chancellor shall prepare a recommendation to the Board of Regents for an acting President of a member institution pending the outcome of the search; (B/R 3/04)~~
 - ~~d. In the case of a vacancy in the office of Chancellor, the Chair of the Board of Regents shall present a recommendation to the Board of Regents for an acting Chancellor. (B/R 3/04)~~~~
- ~~2. Resignations from the office of Chancellor or President of a member institution shall be addressed to the Chairman of the Board of Regents. After consultation with the other members of the Board and the Chancellor, the Chair of the Board of Regents shall accept such resignations. The acceptance of a resignation must be in writing. (B/R 3/04)~~

~~3. The Chancellor shall notify the Board of Regents of a vacancy in the office of the President of a member institution in cases where the vacancy is caused by other than a resignation. The Chair of the Board of Regents shall notify the other members of the Board of a vacancy in the office of Chancellor in cases where the vacancy is caused by other than a resignation. (B/R 3/04)~~

~~(B/R 6/84)~~

Section 3. Duties and Responsibilities of System Administration Executive Staff

The eChancellor may, ~~with the approval of the Board of Regents~~ as provided in Chapter 1 of the UCCSN Code, appoint certain executive staff to assist with the effective operation of the University and Community College System of Nevada, to include ~~v~~Vice eChancellors, ~~general~~Chief eCounsel, and any other administrative positions that may report directly to the eChancellor. The duties, responsibilities, job descriptions, and annual evaluation guidelines for System Administration executive staff shall be stated in writing and maintained on file in the eChancellor's office.

In the event a professional conflict of interest arises with respect to the reporting line between the ~~general~~Chief eCounsel and the eChancellor, the ~~general~~Chief eCounsel shall report directly to the Chairman of the Board of Regents until such time as the conflict of interest is removed.

(B/R 3/04)

Section 4. Evaluations

In accordance with basic principles approved by the Board of Regents, the Chancellor shall maintain written guidelines on file in the eChancellor's office for the annual performance evaluations of the Chancellor, the institution pPresidents and the System Administration staff.

(B/R 3/04)

Title 4 - Codification of Board Policy Statements

Chapter 3

PROFESSIONAL STAFF

Section 1. Basic Policies

~~The basic p~~ersonnel policies for professional staff of the University and Community College System of Nevada are also contained in the University and Community College System of Nevada Code and in the institutional bylaws and policies.

For the Desert Research Institute policies for professional staff are controlled by the *Personnel Manual for the Faculty of DRI* (approved by the Board of Regents on May 15, 1992) or the *Personnel Manual for DRI's Research Technologies* (approved by the Board of Regents on a pilot basis January 28, 1988, and permanently in April, 1989). (B/R 12/97)

Section 2. Standards for Defining the Professional Staff

1. Persons occupying employment positions in the University and Community College System of Nevada meeting one or more of the following criteria shall be in the professional staff of the University and Community College System of Nevada:

a. At the universities only, academic faculty includes the following:

- (1) Instructional faculty, which consists of persons teaching, tutoring, instructing and lecturing in the activity of imparting knowledge;
- (2) Research faculty, which consists of persons with advanced scientific or academic training who are actively engaged in the research field, and are responsible for identifying research problems, developing designs or hypotheses, analyzing results of research investigations, reaching conclusions, publishing the results of research and investigations and obtaining research grants or funding; or
- (3) Library faculty, which consists of persons with a degree of at least Master of Library Science from an accredited institution who are employed in the libraries of the University and Community College System of Nevada and who provide professional library services closely and directly supportive of teaching and research.

b. At the state colleges only, academic faculty includes the following:

- (1) Instructional faculty, which consists of persons teaching, tutoring, instructing, and lecturing in the activity of imparting knowledge;
- (2) Counseling faculty, which consists of persons with at least a Masters degree from an accredited institution who are employed in the student services units of the state college of the University and Community College System of Nevada and who provide professional counseling services closely and directly supportive of teaching and student development; or

- (3) Library faculty, which consists of persons with a degree of at least Master of Library Science from an accredited institution who are employed in the libraries of the University and Community College System of Nevada and who provide professional library services closely and directly supportive of teaching and research.

(B/R 12/02)

c. At the community colleges only, academic faculty includes the following:

- (1) Instructional faculty, which consists of persons teaching, tutoring, instructing or lecturing in the activity of imparting knowledge;
- (2) Counseling faculty, which consists of persons who are employed in the student services units of the community colleges of the University and Community College System of Nevada and who provide professional counseling services closely and directly supportive of teaching and student development; or
- (3) Library faculty consists of persons who are employed in the libraries of the University and Community College System of Nevada and who provide professional library services closely and directly supportive of teaching.

d. Administrative faculty excludes the above and includes the following:

- (1) Executive faculty, which consists of the Chancellor, the Secretary of the Board of Regents, the Vice-Chancellors and the ~~General~~ Chief Counsel of the University and Community College System of Nevada and the Presidents and Vice-Presidents of the member institutions of the University and Community College System of Nevada;
 - (2) Supervisory faculty, which consists of persons who perform predominately office or non-manual work of a supervisory nature as head of a college, school, center, division, laboratory or other administrative unit of a member institution or special unit of the University and Community College System of Nevada; or
 - (3) Support faculty, which consists of persons, including but not limited to teaching assistants, laboratory assistants, athletic coaches and assistant athletic coaches, who perform predominately office or non-manual work:
 - (a) Of a confidential nature performed under the direct supervision of a member of the executive faculty; or
 - (b) Of a predominately intellectual, specialized or technical nature requiring training, experience or knowledge in a field of science, learning or occupation customarily acquired by a course of specialized intellectual instruction, studies or experience, which is performed under general supervision only and requires the consistent exercise of discretion and judgment.
2. Resident physicians and postdoctoral fellows, as defined in Title 4, Chapter 7 of the Board of Regents Handbook, and DRI Research Technologists, are excluded from the provisions of this section.
 3. Each member institution or special unit may establish a committee to assist each institution or special unit in identifying positions, which may be established in either the professional

or the classified staff of the University and Community College System of Nevada. This section shall not be deemed to apply to custodial, clerical or maintenance employees of the University and Community College System of Nevada who are in the classified service of the State of Nevada as provided for in Nevada Revised Statutes 284.140(6). ~~This section shall not be deemed to require any person employed in an employment position in the classified service of the State of Nevada at the time this section was adopted to be assigned to the professional staff of the University and Community College System of Nevada, nor shall this section be deemed to require any person employed in an employment position in the professional staff of the University and Community College System of Nevada at the time this section was adopted to be assigned to the classified service of the State of Nevada.~~

(B/R 4/91)

Section 3. Faculty Workload ~~Guidelines Policy.~~

1. The Board of Regents of the University and Community College System of Nevada 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.
2. The UCCSN Code defines the primary areas of faculty responsibility for all higher education institutions in Nevada, and these areas are reinforced throughout the Code in standards for tenure and annual evaluation.
3. With the exception of faculty members at the Desert Research Institute, all UCCSN instructional faculty members are expected to teach; develop curriculum; conduct other instructional activities including advising, grading, and preparing for classes; maintain currency in their academic discipline; and perform public and professional service, service to the institution, and similar academic activities. In addition, at the universities, state college and Desert Research Institute, academic faculty members are expected to conduct scholarly research or creative activity.
4. Consistent with the principles identified herein, and consistent with their mission, the UCCSN institutions shall have substantial autonomy to select and determine the relative importance of faculty activities in the areas of teaching, scholarly research or creative activity, and service. The distribution of responsibilities should take maximum advantage of the talents of individual faculty members and may reflect differences among academic disciplines.
5. The Board of Regents affirms that the duties in each of these areas are essential elements of the work of the faculty and must be viewed as a whole whenever faculty workload and productivity are measured and reported. Faculty workload cannot and should not be measured solely by the time spent by the faculty member in the classroom.

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 UCCSN institutions shall be established:
 - a. At the universities, an expectation of 18 instructional units per academic year, or 9 units each semester. For individual faculty heavily involved in doctoral-level education, the expected load would be an average of 12 instructional units per academic year, or 6 units per semester.
 - b. At the state college, an expectation of 24 instructional units per academic year, or 12 units each semester.
 - c. At the community colleges, an expectation of 30 instructional units per academic year, or 15 units per semester.
 - d. As it applies to a, b, and c, reassignments from the expected teaching load as well as course overloads must be approved in advance by the appropriate vice president, president, or at an alternative level to be determined by the institution.
 - e. The aforementioned expectations do not apply to the instructional faculty of the University of Nevada School of Medicine, the UNLV School of Dental Medicine, and the William S. Boyd School of Law.
7. It shall be the responsibility of the president of each UCCSN institution to establish justifiable, equitable instructional workload standards through a process of shared governance with the faculty. It is expected that the institutional policies will provide detailed guidelines for equivalent teaching load credit as well as adjustments of workloads that reflect different kinds of instruction – including, but not limited to, distance education, rural education, internet instruction, vocational education, and clinical education. The policies should also take into account non-instructional activities that may be essential to the work of faculty in particular disciplines and provide equitable recognition for extra contact hours that faculty spend with students in courses that involve studios, laboratories, clinics, independent study, thesis and dissertation, internships, and similar activities related to instruction.
8. In the fall of every even-numbered year, the eCancellor shall compile a System report on faculty workloads at UCCSN institutions.
9. The Board of Regents encourages UCCSN institutions to participate in national, benchmarked studies, and their participation shall be facilitated by System staff.
(B/R 8/04)

Section 4. Evaluations

1. The UCCSN Code, Chapter 5, Section 5.11.1 and 5.11.2, establishes that written performance evaluations of academic faculty and administrative faculty shall be conducted at least once annually by department chairs, supervisors or heads of administrative units. One of the purposes of annual performance evaluations is to provide constructive, developmental feedback to the faculty member.

2. All performance evaluations shall include a rating of (i) “excellent,” (ii) “commendable,” (iii) “satisfactory,” or (iv) “unsatisfactory.” No other rating terminology shall be used. The areas of evaluation and procedures for evaluation of academic faculty and administrative faculty are established in institutional bylaws. Evaluations of instructional faculty shall include an assessment of teaching evaluations completed by their students. The performance evaluations of executive and supervisory faculty shall include consultation with the professional and classified staff of the appropriate administrative unit. The evaluation of the presidents and the chancellor shall follow guidelines approved by the Board of Regents.
3. The annual performance evaluation of tenured faculty is addressed in UCCSN Code, Chapter 5, Section 5.12.
4. Academic and administrative faculty shall, upon request, have access to materials used by the supervisor in writing the evaluation, including the results of, but not the originals of, student evaluations and comments, and in the case of administrative faculty whose evaluations include surveys, the results of, but not the originals or copies of, such surveys. In responding to such a request, the supervisor must ensure the anonymity of the students and the survey respondents. With the exception of the results of such student evaluations and comments and such surveys, anonymous materials shall not be considered by the supervisor.
5. Academic and administrative faculty who disagree with the supervisor’s evaluation may submit a written rejoinder and/or request a peer evaluation as provided in the institution’s bylaws. The supervisor’s official evaluation and the faculty member’s rejoinder and/or peer evaluation will be retained in the faculty member’s personnel file.
6. Academic or administrative faculty members receiving an overall rating of “unsatisfactory” on their evaluation shall be provided with constructive feedback in the written evaluation for improving their performance. This constructive feedback must include a written plan for improvement, which must be specific and must be provided at the time of the first “unsatisfactory” rating.
7. Academic faculty in tenure-track positions shall, in addition to the annual written evaluation, be entitled to a written mid-tenure review of their progress toward tenure. The procedures for the review shall be described in each institution’s bylaws. Notwithstanding a positive mid-tenure review, the award of tenure remains a discretionary act as provided in the University and Community College System of Nevada Code.

(B/R 1/04)

Section 5. Credentials for Community College Faculty

A minimum of a master's degree is required for instruction in baccalaureate-level courses or an appropriate combination of education and experience. A bachelor's degree, or appropriate experience in lieu of a post-secondary education, is required for instruction in occupational courses. (B/R 12/89)

Section 6. Advanced Degrees

A faculty member may be permitted to become a candidate for an advanced degree outside his/her own department if the request to do so is approved by the appropriate graduate school committee, the graduate dean, and the president. (B/R 5/79)

Section 7. Nepotism

1. It is the policy of the University and Community College System of Nevada that none of its employees or officers shall engage in any activities that place them in a conflict of interest between their official activities and any other interest or obligation. Conflict of interest requires all employees and officers to disqualify themselves from participating in a decision when a financial or personal interest is present.

2. The *Nevada Revised Statutes* 281.210 and the *Nevada Administrative Code* 284.375 and 284.377 prohibit the employment of relatives under certain circumstances. Except for relationships allowed pursuant to those documents, no employing authority of the UCCSN may appoint a person to an employment position if, upon the appointment, the person will be the immediate supervisor or will be in the direct line of authority of any relative of a UCCSN employee within the third degree of consanguinity or affinity.

Exceptions to this policy must have the prior written approval of the employing authority (defined as the ~~p~~President or ~~e~~Chancellor, as the case may be), along with a written agreement detailing the manner in which conflicts of interest will be ameliorated. The source of funding to pay a newly hired employee may not serve as a basis to waive the restrictions of this policy. A contractual relationship between a Regent and a UCCSN institution is subject to the limitations contained in NRS 396.122.

3. Consanguinity is a blood relationship within a family of the same descent. Affinity is a marriage or other legal relationship (such as adoption) formally recognized by the State of Nevada. Relationships within the third degree of consanguinity or affinity are defined as:

(a) The employee's spouse, child, parent, sibling, half-sibling, or step-relatives in the same relationship;

(b) The spouse of the employee's child, parent, sibling, half-sibling, or step-relative;

(c) The employee's in-laws, aunt, uncle, niece, nephew, grandparent, grandchild, or first cousin.

4. Members of the Board of Regents must report on an annual disclosure form when a relative within the third degree of consanguinity or affinity is hired by a UCCSN institution. (B/R 1/03)

5. Except for relationships allowed pursuant to Nevada Revised Statutes 281.210 and Nevada Administrative Code 284.375 and 284.277, if a supervisor and an employee who is in the direct line of authority of the supervisor become related after the supervisor and employee have been appointed to their respective positions, the appointing authority shall ensure that, as soon as practicable, the employees do not continue to hold positions in which one of the employees is in the direct line of authority of the other employee.
 6. A supervisor who becomes related to an employee in the direct line of authority of the supervisor shall notify the appointing authority within 10 working days after the supervisor and employee become related.
 7. Upon receiving notification of a relationship from a supervisor pursuant to paragraph 4, the appointing authority may request a recommendation from each of the employees for appropriate action to be taken to alter the line of authority. In determining the manner in which to comply with this policy, the appointing authority is not required to accept a recommendation from the employees involved.
 8. A person serving in a supervisory position may not participate in decisions regarding hiring, reappointment, placement, evaluation, rate of pay, salary increases, promotion, tenure, monetary awards, or other personal interest for a relative employed by the UCCSN, as defined in paragraph 3, even when the supervisor is not in the direct line of authority.
 9. In enforcing this policy, each UCCSN institution should avoid any appearance of impropriety as well as any potential conflict of interest.
 10. UCCSN institutions may establish additional nepotism policies and procedures as long as they do not conflict with the UCCSN nepotism policy or with state laws and regulations.
 11. Violators of this policy may be subject to UCCSN disciplinary action as well as sanctions stipulated in the Nevada Revised Statutes and Nevada Administrative Code.
- (B/R 10/02)

Section 8. Compensated Outside Professional Services
(For DRI Faculty Members, See Also Title 4, Chapter 11, Sec. 12)

1. Outside professional or scholarly service by faculty members within their subject matter field and for compensation is recognized as a legitimate activity unless specifically prohibited by the employee's contract with the institution.
2. Outside professional or scholarly service as contemplated by this section shall not interfere with the performance of the duties of any faculty member. Such service shall occupy no more than one day's equivalent time per work week (20%). Faculty members on 12-month contracts must take annual leave if providing outside professional or scholarly service during the standard work week.

3. No faculty member may undertake outside professional or scholarly service that would result in a conflict of interest with his or her assigned duties. Conflict of interest means any outside activity or interest that may adversely affect, compromise, or be incompatible with the obligations of an employee to the institution.
4. Faculty members performing compensated outside professional or scholarly service are subject to the code of ethical standards of the State of Nevada (NRS 281.481-281.581), which governs the conduct of public officers and employees.
5. A faculty member may not perform an official act on behalf of the institution that directly benefits a business or other undertaking in which he or she either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director, or officer. This prohibition is not intended to limit a faculty member's ability to enter into a contract between a governmental entity, the institution, and a private entity to the extent authorized by and in conformity with NRS 396.255, NRS 281.221(3), NRS 281.230(3), NRS 281.505(3), the Board of Regents Intellectual Property Policy (Title 4, Chapter 12, Sections 1-8), and the Board of Regents Conflict of Interest Policy (Title 4, Chapter 10, Section 1.7).
6. Faculty members engaged in providing compensated outside professional or scholarly service shall provide advance notification in writing to their immediate supervisor about the nature of the work to be performed, the company/organization for which the work will be performed, and the estimated time involved. The request must be approved in advance by the supervisor within 10 working days.
7. When a supervisor believes that a conflict exists with obligations currently incurred or assumed by the institution regarding a faculty member's consulting activities, the supervisor shall inform the faculty member of these concerns and negotiate a mutually acceptable course of action. If a mutually acceptable course of action cannot be negotiated, the appropriate vice president or vice chancellor, as the case may be, will hear and evaluate the evidence and render a decision, or appoint a review committee if necessary. The vice president or vice chancellor may require the faculty member to cease performance of existing obligations while the faculty member remains a UCCSN employee.
8. Faculty members performing compensated outside professional or scholarly service shall inform those who engage them that they are not acting in the name of the institution and that the institution is not a party to the contract nor liable for any actions of such faculty member.
9. In negotiating for a contract for outside compensated professional or scholarly services, faculty members shall not use institutional stationery or forms in any manner.
10. Faculty members may make a general announcement of their availability as consultants but may not solicit consulting assignments.
11. Faculty members working independently on their own time may obtain patents or copyrights on the results of their work.

12. Faculty members performing compensated outside professional or scholarly service are subject to the Board policy on personal use of System property or resources (Title 4, Chapter 1, Section [2425](#)). A faculty member working independently on an outside-compensated contract shall not use UCCSN facilities, equipment or personnel unless such use is authorized in advance by the supervisor. Reimbursement of any costs to the institution shall be in accordance with Title 4, Chapter 1, Section [2425](#).
 13. Records are to be kept annually by the dean or appropriate vice president, or vice chancellor as the case may be, of all approved consulting activities in each department or division.
- (B/R 8/04)

Section 9. Death Benefits

1. Pursuant to [Nevada Revised Statutes](#) 281.155, if a faculty member has filed a signed, written designation of beneficiary, the final payment of compensation due a deceased faculty member, as provided in this section, shall be released to the designated beneficiary. If the deceased faculty member has not filed such a signed, written designation of beneficiary, the final payment is a part of the faculty member's estate and shall be paid to the estate.

"Final payment" means the net amount due the employee after the deduction of all withheld sums from the faculty member's gross compensation.

2. In addition to any benefits which may be paid to a beneficiary, or to an estate if there is no beneficiary, of a deceased faculty member from insurance, a retirement program or any other source, the University and Community College System of Nevada shall pay to the beneficiary or the estate of the deceased, as the case may be, the following:
 - a. Faculty members on a 12 month appointment who are on the payroll at the time of death shall receive salary through the day of death plus any earned but unused annual leave, plus one-twelfth of the current annual contract salary.
 - b. Faculty members on a 10-month appointment who are on the payroll at the time of death shall receive salary through the day of death plus one-twelfth of the current annual contract salary.

(B/R 4/82)

Section 10. Leave of Absence Without Salary

1. Leave of absence without salary, for periods up to and including twelve months, may be granted by the president, in accordance with the provisions of this policy, to faculty members who wish to absent themselves from their institutional duties. Reasons for a leave of absence without salary would include: a.) to undertake work that benefits the University & Community College System of Nevada; such as, research work, advanced study, related consultation, teacher exchange and governmental service; or b.) other situations deemed appropriate by the president. Where approved the conditions under which the leave is authorized shall be in writing, and shall specify who will pay for the employee's group health insurance, with a copy given to the applicant and to the institution's Human Resources office.

2. Faculty members who are authorized to take leave of absence without salary which will benefit the UCCSN and who are otherwise eligible to participate in the State of Nevada's group insurance program shall have their premiums paid by the University and Community College System of Nevada as authorized by Nevada Revised Statutes 287.044. Otherwise, faculty must pay the premiums themselves. Absent the payment of premiums, there will be no insurance coverage from UCCSN during the term of the leave of absence and upon return, re-enrollment will occur subject to rules of the State of Nevada group insurance program.
3. Request for an extension of a leave of absence without salary resulting in a leave of absence for periods extending beyond twelve months is subject to approval of the Board of Regents.
4. Request for leave without salary shall be made to the ~~p~~President or designee through the Department Chair and Dean of the College or immediate supervisor and appropriate vice ~~p~~President. A requirement of the approval process is that the leave can be arranged without seriously impairing the work of the department.
5. Institutions may further define the reasons for granting a leave under this policy as long as the criteria establish under this policy are met. Leave without salary shall be granted only to a faculty member who has been employed by the University and Community College System of Nevada for at least one year. No leave of absence shall be granted for a longer period than two years except for the purpose of pursuing activities, which will tend to further the education of such a person in his/her special field. The furtherance of education will include only advance study and governmental service. The faculty member is expected to return to the employer for a period of time at least equal to that of his/her last contract. For good cause, the ~~p~~President may approve exceptions to the above criteria.

(B/R 4/02)

Section 11. Sabbatical Leave

1. In conformity with Nevada Revised Statutes (NRS) 284.345, interpretations of that statute by the Attorney General, and previous Board rulings, the number of sabbatical leaves granted for each succeeding academic year shall not exceed a number equal to two percent of the academic faculty in the current year. When applied to professional staff within the Desert Research Institute, the term "research faculty" shall replace the term "academic faculty." Those whose primary responsibility is administrative in nature are not eligible for sabbatical leave.
2. Sabbatical leave allocations shall be prorated to the institutions, or other administrative units not a part of an institution, based upon the FTE "academic faculty" in that unit.
3. Any academic faculty member, whose position is funded in whole from state sources, and who has served full-time on either a ten-month or twelve-month contract for six or more years, is eligible for sabbatical leave. Such faculty shall serve at least six additional years prior to eligibility for subsequent sabbatical leaves. Faculty holding the designation of Lecturer may be eligible for sabbatical leave, at the discretion of each institution. (The term "full-time" means an appointment at 1.0 FTE for the contract year.) Full-time faculty whose positions are funded in whole or in part from non-state sources may be eligible for sabbatical leave according to the terms of this policy only if the funds to support a sabbatical leave can be derived from the appropriate non-state funding source. The use of non-state funds for sabbatical leave must also be approved by the appointing authority.

Part-time academic faculty (i.e. those having an FTE of at least .50 but less than 1.0 for the contract year) may be eligible for sabbatical leave at the discretion of the institution. In such cases, the leave and payment provided shall be at a time and amount pro-rated to reflect part-time status.

4. Eligibility for sabbatical leave commences at the end of the sixth year of full time service in the same position. Any period of time spent on an unpaid status is not considered a part of the six-year service requirement under this policy. Applications for a sabbatical leave must be submitted while a faculty member is in a paid status.
5. Eligible applicants for sabbatical leave shall have two alternatives: one year's leave at two-thirds of annual salary or one-half year's leave at full base salary. For part-time faculty, FTE will be used to calculate pro-rated salary continuation while on leave.
6. The taking of sabbatical leave will not interfere with the continuing employment of an individual by the UCCSN, or with his/her retirement program, or any other rights or privileges normally associated with appointment to the UCCSN faculty.
7. Procedure Implementation/Process
 - a. ~~Recommendations~~ The procedures for sabbatical leave shall be approved by the President or designee.
 - b. The appropriate Faculty Senate shall select the Sabbatical Leave Committee to review and rank all applications.
 - c. If an institution or other administrative unit is not entitled to at least one sabbatical leave, as explained in paragraph 2 above, the Chancellor shall group two or more institutions or other administrative units to secure one allocation and the appropriate faculty senates shall select the Sabbatical Leave Committee to review the applications.
 - d. UCCSN institutions may adopt such supplemental procedures concerning sabbatical leaves as the faculty senates and presidents deem appropriate, provided that such procedures are in harmony with Board of Regents policy.
8. Obligations Upon Taking Sabbatical Leave
 - a. In conformity with Nevada Revised Statutes 284.345, ". . .no sabbatical leave with pay shall be granted unless the person requesting such leave agrees in writing with the employer to return to the employer after such leave for a period not less than that required by his/her most recent contract of employment with the employer, if the employer desires his/her continued service." The employee will agree to return to the employer in a paid status immediately upon the end of the sabbatical leave.
 - b. Additional income--for example, grants-in-aid or fellowships--may be accepted during the leave provided the activity for which the income is received contributes to the individual's professional development or his/her future usefulness to the UCCSN.

- c. Acknowledgment of sabbatical assistance shall be given in any publications resulting from work accomplished during the sabbatical leave.
- d. A written report concerning sabbatical leave activities shall be submitted to the President, in accordance with procedures established by the President, and to the faculty member's dean or other appropriate supervisor within three months of return from leave, ~~and a copy filed in the institution's Human Resources Office.~~

(B/R 4/02)

Section 12. Administrative Leave

1. Introduction

- a. Higher Education administrators should continually participate in professional development activities that ensure the employment of the most effective administrative knowledge and managerial skills to their current assignments. Some of these exposures may be available within the parent institution or university system, but more often they reside at institutions not easily accessible due to the constraints of time availability and distance.
- b. University of Nevada campuses should initiate a program of administrative leaves for administrators assigned responsibilities in areas of dynamic growth and changing responsibilities or in areas in need of updated administrative or managerial skills.
- c. Administrative leaves would not be for the purpose of improving academic or disciplinary research capabilities, nor for obtaining advance degrees. Leaves would be granted on the demonstrated need for administrators to acquire explicit training necessary for improving performance in their current assignment.

2. Eligibility for Administrative Leaves

- a. Administrative officers, such as president, vice-president, assistant or associate vice-president, deans and assistant and associate deans, who are on continuing full-time administrative appointments would be eligible (no more than 1 FTE per calendar year per campus). Permanent full-time administrators or directors of programs may be eligible if designated as eligible by the institutional President and the Chancellor.
- b. Eligible administrators could apply for an administrative leave after serving at least three years as a full-time administrator in the University and Community College System of Nevada. An administrator would be eligible to reapply for additional administrative leaves at three-year intervals.

3. Duration and Timing of an Administrative Leave - An administrative leave would not exceed three calendar months. Unless specified and approved in advance, the three-month administrative leave should be taken during the summer months and not require employment of a replacement.

4. Administrative Leave Compensation
 - a. An administrator will receive full campus compensation unless receiving salary contributions from extramural sources. If the recipient of the administrative leave obtains a foundation grant or other compensation from non-University and Community College System of Nevada sources for the period of the leave, the campus shall not be obligated to pay more than that amount of administrative compensation which, when added to the non-University compensation, will equal 110 percent of the individual's annual base salary for the period of leave. If an allowance for transportation and/or cost-of-living differential is included in the outside compensation, the amount of this allowance will be disregarded in computing the administrative leave compensation to be paid by the campus.
 - b. Individuals who are on administrative leaves of absence, whether in residence or away from the campus, may not, as employees, provide any services to the University and Community College System of Nevada for which compensation is paid in excess of the approved administrative leave.
5. Fringe Benefits During Leave - To the extent permitted by law, administrators on leave will be regarded as in active University and Community College System of Nevada employment status for purposes of benefits and will continue to receive and accrue benefits under applicable University policies as if they were in active service. Payments for University and Community College System of Nevada insurance premiums and retirement contributions will be based upon actual University and Community College System of Nevada compensation made to the individual. Subject to legal restrictions, the individual may make arrangements with the personnel office for personal payment of additional amounts, if necessary, to maintain full insurance and retirement benefits during the period of the leave.
6. Obligations of Personnel on Administrative Leaves
 - a. The recipient of a leave must agree to return to the service of the University and Community College System of Nevada after the termination of the leave for a period of time at least equal to the length of the leave. If he/she does not so return, or returns for a shorter period of service than required under this regulation, the University and Community College System of Nevada will be entitled to a proportionate refund of the compensation paid by the University and Community College System of Nevada during the leave. Upon a determination that the enforcement of this obligation will create an extreme hardship or would be seriously inequitable, the Chancellor and/or President may waive the refund in whole or in part.
 - b. Within 90 days of the completion of the leave, a written report on the activities undertaken during the leave must be submitted by the recipient of the leave to the institutional President or the Chancellor, as the case may be.
7. These provisions shall not supersede other administrative leave, or leave without pay, as approved ~~or directed by appropriate officers of the University and Community College System of Nevada or the Board of Regents~~ the appointing authority.

Section 13. Presidential Leaves

UCCSN presidents are expected to take periodic leaves consistent with the following provisions:

1. Leaves may be either a full semester or three months in duration.
2. Presidents are eligible for full semester leaves, at full pay, after their first six years of service. They may opt, alternatively, for a three-month leave at such time. Following the initial leave, presidents are eligible for three-month leaves after three years of service or for full semester leaves after each six-year period of service.
3. In applying for leaves, which are subject to approval by the Board of Regents, presidents shall specify the objectives of the proposed leave and provide a plan for assignment of presidential responsibilities during the leave period.
4. A report on the leave shall be provided to the board after the president's return.
5. Presidents will be expected to serve their institutions for at least one-year after returning from leave, irrespective of the leave's duration.
6. The word "president" in this section is intended to apply as well to the UCCSN Chancellor. (B/R 6/91)

Section 14. Sick Leave

1. Full-time professional staff members on an "A" or "B" contract shall be granted sick leave as required, up to 30 working days at full salary, available at any time during the initial 12 months of service. Part-time professional staff members on an "A" or "B" contract shall be granted a pro rata amount as required.
2. Beginning one year after the starting date of his or her initial contract, each full-time staff member will begin to accrue additional sick leave at the rate of two days for each full month of paid service, to be added to any remaining balance of unused sick leave from the first 12 months of service. Sick leave may be accrued from year to year not to exceed 96 working days. Part-time staff members will earn a pro rata amount of sick leave for each calendar month worked. Paid sick leave shall not be granted in excess of sick leave earned except as provided in the paragraph 7. The employee shall not be paid for any unused sick leave upon termination of employment.
3. A professional staff member is entitled to use accumulated sick leave for personal illness; disability; medical, optometry, or dental service or examinations; child bearing or temporary disability, upon approval of the appointing authority. The appointing authority may require a staff member to provide medical certification from a medical practitioner for absences of more than five consecutive days or if abuse is suspected.

If an eligible employee is using leave, with or without pay, in a manner which would qualify as under the Family Medical Leave Act (FMLA), the appointing authority shall designate the leave as FMLA and shall provide written notice to the employee which details the obligations of the employee and the effects of using the leave. While in FMLA status, all available paid leave must be used before leave without pay.

4. Up to fifteen days of earned sick leave per contract year may be used by the professional staff member to care for or assist family members, in laws, or step relatives within the third degree of consanguinity or relationship, or members of the professional staff member's household for the following events: illness; injury, or medical, optometry or dental service or examination. Requests for use of additional earned sick leave days beyond the fifteen-day limitation may be made in writing to the appropriate appointing authority. Approval is at the discretion of the appropriate appointing authority. The fifteen-day limitation does not apply if the leave is approved under the Family and Medical Leave Act.
5. A professional staff member may take up to ten working days of employee's earned sick leave, in the event of the death of a person listed in Paragraph 4 above. Requests for use of additional earned sick leave days beyond the ten-day limitation may be made in writing to the appropriate authority. Approval is at the discretion of the appropriate appointing authority.
6. A professional staff member who qualifies under The Family and Medical Leave Act of 1993 (FMLA) is entitled to a total of 12 work weeks of leave during a "rolling" 12-month period. The period is measured backward from the date an employees uses a qualifying Family and Medical Leave. To qualify, a staff member must have been employed by the UCCSN for at least 12 months and have been in a paid status or a minimum of 60% FTE averaged over the 12-month period preceding the leave. While in FMLA status, all available paid leave must be used before leave without pay. A staff member may use FMLA leave for the birth of a child, and to care for a newborn child; for placement of a child with the staff member for adoption or foster care; to care for the staff member's spouse, parent or child with a serious health condition; or because the staff member is unable to perform one or more of the essential functions of his/her job due to a serious health condition. If a staff member must take unpaid leave under FMLA, the employer is required to maintain the staff member's health insurance coverage for the timeframe represented by the FMLA leave.

Additional unpaid leave directly related to the birth, the placement of a child with the staff member for adoption or foster care, or child rearing of a child who is a member of the professional employee's household shall be granted to either parent, upon request, up to a maximum of one year. During any unpaid leave the employer will not maintain the staff member health insurance coverage, unless the unpaid leave is approved under the FMLA. The UCCSN guarantees that the professional staff member will return to his or her original position, or if the original position no longer exists, to a comparable position, without loss of seniority or other benefits.

7. After 12 continuous months employment, where a physician certifies that a professional staff member is unable to resume duties after exhausting all accumulated sick and annual leave, the professional staff member may petition for, and may be granted, with the approval of the President extended salaried sick leave. Approval may be given only if the funding source permits payment of extended salaried sick leave. An additional three calendar months may be granted to employees continuously employed for more than twelve months and up to twenty-four months; an additional six calendar months may be granted to employees continuously employed for more than twenty-four months and up to thirty six months; and an additional twelve calendar months plus one calendar month for each full year of employment with the UCCSN may be granted to employees continuously employed for more than thirty-six months. An eligible employee may initially request less extended salaried sick leave than authorized under this policy, or may be granted less than the maximum amount of time authorized. The lifetime maximum, which may be granted to an employee, is twelve calendar months plus one calendar month for each full year of employment with the UCCSN. During extended salaried sick leave, no annual or sick leave shall be earned. If at the end of the extension period a physician certifies that the professional staff member is still unable to resume duties, the appointment shall be terminated. Where employment shall be terminated under these circumstances, the provision of Title 2 of the Board of Regent's handbook shall not apply.
8. If an employee has been employed for less than 12 consecutive months, the president may approve an employee request for unpaid sick leave not to exceed three months duration. If the employee is unable to return to employment after the expiration of this unpaid leave of absence, the appointment shall be terminated. Where employment shall be terminated under these circumstances, the provisions of Title 2, Chapter 6, of the Board of Regents' handbook shall not apply.
9. Cases of injury or accident or illness in connection with the work of professional staff members are covered by workers compensation regulations. In order to assure this protection for out-of-state travel, requests should always be submitted in advance by staff members conducting UCCSN business, attending meetings, etc., even if work is undertaken outside of work hours and at the professional staff member's own expense.

(B/R 4/02)

Section 15. Annual Leave

1. All professional staff members on a full-time 12-month appointment ("A" contract) earn annual leave at the rate of two working days for each full calendar month of service. Prorated credit shall be earned for partial months of service. Professional staff members on a part-time 12-month appointment earn pro rata annual leave credit.
2. Professional staff members on an academic year ("B" contract) appointment do not earn annual leave.
3. Annual leave may be cumulative from year to year, not to exceed 48 days as of the first day of each fiscal year, and any annual leave in excess of 48 days is forfeited on that date. No compensation will be authorized for unused or excess leave at the end of each fiscal year. Earned annual leave shall be taken at a time approved or directed by the supervisor or other appropriate administrative officer. Insofar as possible, approval to use annual leave must be secured in advance, in accordance with the provisions contained in Title 4, Chapter 3, Section [47-219.2](#).

- a. Employees shall be given an opportunity to use accumulated annual leave in excess of 48 working days prior to the last day of the fiscal year provided a request for leave is given by the employee no later than April 1 to the supervisor or other appropriate administrative officer.
4. Annual leave for full-time professional staff at all UCCSN institutions is used in increments of a half-day or a full-day as prescribed by the appropriate Human Resource office. (See also Chapter 3, Section [4719](#)).
5. Professional staff on an "A" contract appointment who resign or retire shall be entitled to be paid for unused accumulated annual leave up to the maximum of 48 days, unless the supervisor or other appropriate administrative officer directs the employee, in writing, to use all or a portion of the accumulated leave prior to the final date of employment.
6. Professional staff whose contract is being changed from a 12-month ("A" contract) appointment to an academic year ("B" contract) appointment shall be entitled to be paid for unused accumulated annual leave up to the maximum of 48 days, unless the supervisor or other appropriate administrative officer directs the employee, in writing, to use all or a portion of the accumulated leave prior to the final date of the "A" contract term.
7. Professional staff on a 12-month "A" contract appointment who take an approved leave of absence without pay shall be entitled to use accumulated annual leave, with prior approval of the supervisor or other appropriate administrative officer, before going into unpaid status; however, the professional staff member shall not be paid for any unused accumulated annual leave before going into unpaid status. Annual leave cannot be earned while on leave without pay.

(B/R 8/02)

Section 16. Family and/or Medical Leave/Fair Labor Standards Act

1. Professional staff are entitled to take leave in accordance with the Federal Family and Medical Leave Act of 1993, its implementing regulations (Part 825 of Title 29 of the Code of Federal Regulations) and institutional policies promulgated in accordance therewith. See, for example, 29 C.F.R. 825.301.
- [2. The provisions of the Fair Labor Standards Act of 1938, as amended \(29 U.S.C. 201, et. seq.\), shall be adhered to by all UCCSN institutions.](#)
- [23.](#) For additional information, see the Appendix at the end of this chapter.

(B/R 10/93)

Section 17. Military Leave

1. Professional staffs who are members of Federal Reserve forces or the Nevada National Guard are entitled to serve under orders without loss of regular compensation for a period not to exceed fifteen working days in any one calendar year. Such military leave of absence shall be in addition to any vacation or sick leave to which such staff member might otherwise be entitled. Authorized military leave of absence without salary shall be granted for periods in excess of fifteen working days.

2. In accordance with federal law, 38 U.S.C. Sec. 2021 et seq. professional staff members who serve under orders on training duty in the Armed Forces of the United States, including the federal reserve forces or the National Guard, shall be entitled to such rights and privileges regarding reinstatement to employment, seniority, status and pay, as is provided for in federal and Nevada statutory law.
3. In time of war or national emergency, leave without pay may be granted to a professional staff member who is called or volunteers to serve in federally sponsored scientific research and development projects, provided no such leave may be granted to any staff member who would not have been continued in employment in the UCCSN at the termination of the period of employment current at the time of the staff member's entry into such defense work and further provided that no such leaves are ordinarily granted to persons performing such work under a government contract with the UCCSN. Such leave terminates ninety days following the end of the war or national emergency, or the date of the professional staff member's termination of such work, whichever is earlier. Upon application for reinstatement to employment within such ninety-day period, the professional staff member shall be restored to the staff member's previous employment position or to a position of like seniority, status or pay, unless circumstances in the employing institution have so changed as to make such reemployment impossible or unreasonable.
4. Professional staff members applying for military leave must present a copy of their military orders or other substantial evidence pertaining to their active or training duty requirements or employment in defense work. Certified copies of discharge papers or other evidence pertaining to discharge or termination must be submitted to the appropriate Business Center Personnel Office for reinstatement.

(B/R 1/91)

Section 18. Judicial Leave

1. Appearance in connection with one's official capacity as a university employee at a trial or other court proceeding, to include an arbitration or mediation hearing, whether it be as a party to the action, or as a witness for any party to the proceeding, is considered a short-term leave and may be authorized by the appointing authority concerned for periods up to 30 calendar days without loss of salary. In special cases, salaried leave for longer periods may be authorized by the president. Judicial leave also will be granted to serve on a jury or when summoned to be a witness. Judicial leave is not available for court appearances in connection with personal legal matters.
2. Any remuneration received in connection with jury duty or as a witness may be retained by the faculty member.

(B/R 4/02)

Section 19. Leave Records

1. Each appointing authority shall keep accurate and complete records of earned and used leave for each UCCSN employee. Such records shall be kept as prescribed by the appropriate Human Resource office, and reports shall be made to the Human Resource office as it may require. Leave records are subject to examination by those persons in the employee's chain of command, by Human Resource officials, and by internal or external auditors. For regulatory reporting purposes, leave balances may be reported to appropriate institutional financial officers.
2. Insofar as possible, all leave shall be requested and approved in advance by the supervisor or other appropriate administrative officer according to the policies for each type of leave as contained in this chapter of the Handbook. The approval and recording of unanticipated leave shall occur immediately after use of the leave.
3. Annual leave and sick leave for full-time employees must be used as prescribed by the appropriate Human Resource office in either half-day or full-day increments.
(B/R 8/02)

Section 20. Professional Salary Schedule

1. Section 5.5 of the University and Community College System of Nevada Code contains provisions for professional salary schedules.
2. The institutional president or the eCancellor, as the case may be, shall establish the initial placement of professional employees on the salary schedule at the time of appointment. The pPresident or eCancellor shall also establish any subsequent adjustment in salary or contract conditions, except that individuals whose initial appointments require Board approval shall also require such approval for salary adjustments and changes in contract conditions, exclusive of COLA, as stipulated in Section ~~20.3-21~~ of this chapter.
3. The universities and state college shall be permitted to adopt the salary step pattern of their choice between the lowest and the highest base point salary figures adopted within each rank, range, or other category. A single Community College Faculty Salary Plan shall be adopted by the Board of Regents for the community colleges. The initial placement and movement of professional employees on the community college salary schedule is established in Section ~~2430~~ of this chapter.
(B/R 12/02)
4. UCCSN professional employees shall be eligible to be considered for merit awards during fiscal years when a merit pool appropriation is provided. Each UCCSN institution shall develop written policies and criteria by institution and/or unit for the recommendation of merit awards for both academic faculty and administrative faculty. Merit awards are subject to the approval of the institutional pPresident, or the eCancellor as the case may be, except as provided in Chapter 3, Section ~~20.321~~.
(B/R 12/03)
5. Performance bonuses or commissions are generally not permitted for UCCSN professional staff, regardless of the source of funding.

- a. On a case-by-case basis, limited exceptions based on prevailing labor market practices may be requested in writing by the institution pPresident. In such limited cases, if approved by the eChancellor, the employment contracts that specify a bonus or commission must meet the following conditions:
 1. The terms of the bonus or commission must be approved in advance by the pPresident and reported to the eChancellor. This authority may not be delegated to any other institutional officer.
 2. The bonus or commission must be in conformity with state and federal laws and regulations.
 3. The bonus or commission must be tied to specific measurable standards that are documented in writing as part of the employment contract.
 4. The financial terms and measurable standards for the bonus or commission must be reviewed by UCCSN legal eCounsel and approved by the president prior to the preparation of the employment contract. In the case of employment contracts that must be forwarded to the Board of Regents per System policy, the bonus or commission must be approved by the eChancellor and the Board of Regents.
 5. The bonus or commission cannot be paid with state-appropriated funds.
 6. The bonus or commission shall not become part of the employee's base salary.
- b. A bonus or commission is not to be confused with a special, one-time monetary award that may be presented to professional staff in recognition of length of service or as part of a competitive award program to recognize superior accomplishments in teaching, research, creative activity, service, or advising.

(B/R 12/03)

Section 21. Executive Salary Schedule

1. Development and Review of Salary Schedules. Executive salary models for all executive positions shall be reviewed every four years, in an odd-numbered year. The eChancellor, in consultation with the presidents, is charged with reviewing the schedules and presenting them to the Board for approval. Executive salary schedules are to be reviewed in accordance with the following principles.
 - a. Use of Peer Group Comparisons: Peer institution groups shall be developed and adopted for executive salaries for the Chancellor's Office, DRI, universities, state college, and community colleges, with the peer groups based primarily on similarity of mission and on other characteristics such as size, administrative complexity, and budget where appropriate. Where appropriate, the same group of peer institutions may also be used for faculty and middle management compensation comparisons, ensuring a link between faculty and executive compensation.

- b. Compilation and Review of Comparative Salary Data: Data concerning salaries paid to executives in the peer institutions shall be collected every four years in odd-numbered years. Using these data, salary ranges shall be reviewed for each executive category. The peer institution group median shall be used as the median of each proposed UCCSN salary range. The ranges shall be compared for internal consistency among institutions and System units and for proportional relationships between faculty and executive salaries, with adjustments proposed as necessary.

(B/R 12/02)

2. Initial Placement on Executive Salary Schedules. Initial placement for executive positions will be made within the range for that position as reflected in the Board approved salary schedule. Placement should be based on factors such as prior experience, appropriate credentials, length of service, and quality of performance. Initial placement must generally fall between the minimum salary and Q2, except for those initial hires with substantial experience and/or credentials relative to the position. Recommendations for initial placement at a level higher than Q2 must be accompanied by written justification and evidence of substantial experience and/or credentials relative to the position, and approved by the ~~p~~President or ~~e~~Chancellor, as the case may be.

- a. Chancellor: The initial salary for the ~~e~~Chancellor shall be set by the Board of Regents.
- b. System Executive Staff: The initial salary for the ~~v~~Vice ~~e~~Chancellors, ~~General Chief~~ Counsel, and the Director of the University of Nevada Press shall be recommended by the Chancellor and approved by the Board of Regents. (B/R 10/03)
- c. Board Officer: The initial salary for the Chief Administrative Officer shall be set by the Board. (B/R 10/03)

(B/R 12/02)

Section 22. Ongoing Review and Approval of Executive Salaries

After initial placement on the appropriate executive salary schedule, executive salaries shall be reviewed and approved as follows:

- a. Deans: Any proposed salary adjustments for deans (executive directors at DRI) at the member institutions, exclusive of COLA, shall be recommended by the appropriate ~~v~~Vice ~~p~~President, approved by the ~~p~~President, and forwarded for information to the ~~e~~Chancellor annually. If any recommended salary falls outside the Board-approved salary range for that position, it must be approved by the ~~e~~Chancellor.
- b. Vice Presidents: Any proposed salary adjustments for vice presidents at the member institutions, exclusive of COLA, shall be recommended by the president and approved by the ~~e~~Chancellor annually.

- c. Presidents:
Any proposed annual salary adjustments for presidents, exclusive of COLA, shall be approved by the ~~e~~Cancellor in consultation with the Board Chair~~man~~ and based on performance criteria assessed in an annual evaluation. The ~~e~~Cancellor's recommendation must conform to guidelines set by the Board of Regents and be reported to the Board. The report shall provide the ~~e~~Cancellor's rationale for the salary adjustment, including information on the manner in which the president's performance exceeded his or her performance program and goals.
 - (1) Periodic salary adjustments for presidents may be recommended by the Board Chair~~man~~, based on performance criteria assessed in a periodic evaluation, and approved by the Board of Regents as part of its deliberations to renew contract terms and conditions.
- d. System Executive Staff: Any proposed annual salary adjustments for ~~v~~Vice ~~e~~Cancellors and ~~General~~Chief Counsel, exclusive of COLA, shall be approved by the ~~e~~Cancellor based on performance criteria assessed in an annual evaluation. The ~~e~~Cancellor's recommendation must conform to guidelines set by the Board of Regents and be reported to the Board. The report shall provide the ~~e~~Cancellor's rationale for the salary adjustment, including information on the manner in which the individual's performance exceeded his or her performance program and goals.
- e. Board Officer: Any proposed annual salary adjustments for the Chief Administrative Officer, exclusive of COLA, shall be recommended by the Board Chair~~man~~, based on performance criteria assessed in an annual evaluation, and approved by the Board of Regents. The Chair~~man~~'s recommendation must conform to guidelines set by the Board of Regents.
- f. Chancellor: Any proposed annual salary adjustments for the ~~e~~Cancellor, exclusive of COLA, shall be recommended by the Board Chair~~man~~, based on performance criteria assessed in an annual evaluation, and approved by the Board of Regents. The Chair~~man~~'s recommendation must conform to guidelines set by the Board of Regents.
 - (1) Periodic salary adjustments for the ~~e~~Cancellor may be recommended by the Board Chair~~man~~, based on performance criteria assessed in a periodic evaluation, and approved by the Board of Regents as part of its deliberations to renew contract terms and conditions.

(B/R 10/03)

Section 23. ~~Guidelines-Policies~~ for Executive Salary Increases.

The following ~~guidelines-policies~~ shall govern deliberations by the ~~e~~Cancellor and the Board, as the case may be, in recommending merit increases for the ~~e~~Cancellor, ~~p~~Presidents, ~~v~~Vice ~~e~~Cancellors, the ~~General~~Chief Counsel, and the Chief Administrative Officer.

- 1. Any recommendation for an annual merit increase must be based on meritorious performance, documented in a written annual evaluation, which substantially exceeds the individual's performance program and goals for the year and has dramatically moved and shaped the individual's department and/or institution.

2. In years in which a cost-of-living adjustment is made for all UCCSN professional employees, the eCancellor and the board may, at their discretion, recommend no more than a 1 percent increase in salary for meritorious performance. In years in which there is no cost-of-living adjustment for UCCSN professional employees, the recommendation shall not exceed a 2.5 percent increase in salary for meritorious performance. In either case, the recommendation will take into consideration any budgetary constraints in the fiscal year in which the salary increase will take effect.
3. Increases in salary for meritorious performance may not be awarded across the board to the executives governed by this section.
4. Salary increases approved by the eCancellor in accordance with the provisions contained in Section 2021 of this chapter must be reported to the Board. The report shall provide the eCancellor's rationale for the salary adjustment, including information on the manner in which the individual's performance exceeded his or her performance program and goals.
5. Salary increases recommended by the Board Chair~~man~~ in accordance with the provisions contained in Section 20-21 of this chapter, must be approved by the Board. The recommendation shall provide the Chair~~man~~'s rationale for the salary adjustment, including information on the manner in which the individual's performance exceeded his or her performance program and goals.

(B/R 10/03)

Section 24. Executive Perquisites.

Executive perquisites are set by the Board of Regents as part of the employment contract and shall be provided to the eCancellor, institutional presidents, and other executives as determined by the Board of Regents. The Board may elect to provide an individualized set of perquisites to each executive in negotiation with the eCancellor. Appropriate perquisites may be pro-rated for time served by persons appointed to interim executive positions, the terms of which shall be set in the interim employment contract. Executive perquisites shall include, but not be limited to: (B/R 10/03)

- a. Car Allowance: Either a car or a car allowance shall be granted to the eCancellor and the institutional presidents. The car allowance shall be set at \$8,000 per year, with this dollar amount to be reviewed every 3 years. Car allowances shall not be provided to other executives; however those executives shall be reimbursed for mileage according to state guidelines for use of personal vehicles on the job.
- b. Housing Allowance: A housing allowance shall be granted to the eCancellor and the institutional presidents. The housing allowance shall be set at \$12,000 per year for the eCancellor, community college pPresidents, and DRI pPresident. The housing allowance for the state college pPresident shall be set at \$15,000 per year. The housing allowance for the university pPresidents shall be set at \$18,000 per year. The dollar amounts shall be reviewed every 3 years. Dual housing allowances and housing allowances for other executives may be granted at the discretion of the Board of Regents. (B/R 10/03)

c. Relocation Expenses: Relocation expenses shall be reimbursed within the guidelines and limits set by the State of Nevada and in the manner proscribed by state regulations.

~~d. Presidential Leave: Institutional presidents who serve in their role for a period of at least six years are eligible for leaves of either a full semester or three months duration in accordance with the provisions outlined in Title 4, Chapter 3, Section 11.~~

~~e. Emeritus Status: The chancellor and institutional presidents who retire or voluntarily step down after serving in their role for a period of at least five years are eligible for emeritus status in accordance with the provisions outlined in Title 4, Chapter 3, Section 24.~~

~~f. Regents Professor: The Chancellor and institutional presidents who retire or voluntarily step down after serving in their roles for a period of at least 10 years are eligible for the title of Regents Professor in accordance with the provisions outlined in Title 4, Chapter 3, Section 24.~~

~~g. Presidential Transition: Salary provisions for presidential transition, are provided in Title 4, Chapter 3, Section 26.~~

hd. Other Perquisites: The Board of Regents may, at its discretion, grant other perquisites on a case-by-case basis to the eCancellor, institutional pPpresidents, and other executives as part of the person's employment contract. (B/R 10/03)

(B/R 6/01)

Section 25. Other Salary Supplement

The Board of Regents, at its discretion, may permit the eCancellor and institutional pPpresidents to receive a salary supplement contributed from, and with prior consent of, private sources in addition to their base, state-funded compensation. All privately funded salary supplements must be approved in advance by the Board of Regents and will be irrevocable for the tenure of the pPpresident. The supplement must be made to the employee by and through the institution in accordance with provisions contained in Title 4, Chapter 10, Section 10 (A) (6) (a).

(B/R 10/03)

Section 26. Regents Professor and Emeritus Status

1. Presidents who choose to retire from UCCSN after serving as president for a period of at least five years are eligible for emeritus status and shall be provided office space on campus and attendant privileges. Emeritus status must be recommended by the eCancellor and approved by the Board of Regents. (B/R 6/95)

2. Upon the recommendation of the eCancellor and the approval of the Board of Regents presidents who elect to assume or resume a faculty position after serving as pPpresident for a period of at least ten years shall be awarded the title of Regents Professor. (B/R 6/95)

3. The Regents Professorship provides an office, a part-time secretary, telephone, personal computer, allowances for supplies and travel, in addition to parking and library privileges as an active faculty member. Regents' Professors shall provide an annual report of their activities to appropriate campus officers, the eCancellor's office and the Board of Regents. (B/R 6/95)
4. A eCancellor who becomes a Regents Professor may choose the campus at which he or she wishes to serve, and may, following appropriate consultation, move to another campus from time to time. Presidents who wish to serve at institutions other than their own may do so if such service is mutually agreeable. (B/R 6/95)
5. To the extent practicable, and where not inconsistent with the individual's assigned teaching duties at the institution, the costs and salary and fringe benefits of Regents' Professorships shall be borne by the UCCSN institutions. The costs and salary and fringe benefits for the Chancellor's Regents Professor shall be borne by the Board of Regents. (B/R 6/95)
6. The word "pPresident" in this section is intended to apply as well to the UCCSN Chancellor. Emeritus status and a Regents Professorship for the chancellor must be recommended by the Chairman of the Board of Regents and approved by the Board. (B/R 6/95)

Section 27. Presidential Transition

1. When the pPresident of a UCCSN institution requests reassignment from the presidential position to an employment position as a full time member of the academic faculty of the institution, the outgoing pPresident's salary shall be no more than that of a leading academic faculty member in the field or discipline to which the outgoing pPresident will be reassigned.
2. At the time of a pPresident's request for reassignment, the Chancellor shall conduct an evaluation of the pPresident's overall professional performance in office and the location of the assignment where the outgoing pPresident might best contribute to an academic unit at the institution. Based upon this evaluation, the Chancellor shall recommend to the Board of Regents for its approval:
 - a. An appropriate rank (where applicable) and term contract in a specific academic unit in the institution; and
 - b. An academic year salary up to, but not exceeding, the level of a leading academic faculty member in the field or discipline to which the outgoing pPresident will be reassigned. The Chancellor may be required to estimate, based upon information from other UCCSN institutions, what that salary level should be in cases where there are no academic faculty members in the unit to which the outgoing pPresident will be reassigned, whose seniority and career accomplishments match those of the outgoing pPresident.

3. An outgoing ppresident may request a period of professional development leave in which to prepare to return to the duties of a full time academic faculty member. The outgoing ppresident shall submit a proposal for the Chancellor's review and approval describing a plan of activity during the leave, together with a written commitment from the outgoing ppresident agreeing to the performance of academic duties in the academic faculty position for at least one (1) year after the completion of the leave. The Chancellor shall then make a recommendation on the request for leave to the Board of Regents for its approval. The Chancellor's recommendation to the Board shall specify the terms of the leave, including the following:

- a. Duration: Leave shall be for a period of one semester only (four (4) months for the Desert Research Institute), provided, however, that the Chancellor may recommend a leave up to one (1) academic year (one (1) fiscal year for the Desert Research Institute) in exceptional circumstances as shall be documented in the outgoing ppresident's leave proposal;
- b. Salary: The outgoing ppresident's salary during the period of professional development leave shall be set up to, but no greater than, the mid-point between the ppresidential salary of the outgoing ppresident and the eventual academic faculty salary;
- c. Expenses: The Chancellor may also recommend special travel and other research expenses for the outgoing ppresident during the professional leave period, provided, however, that the justification for such expenses is documented in the request for leave.

Perquisites associated with the office of ppresident, including, but not limited to, automobile, housing and host allowances, shall not be continued during the period of the leave. The costs, salary and fringe benefits payable to the outgoing ppresident during the period of the leave shall be borne by the outgoing president's institution.

4. In the event of an involuntary reassignment of a ppresident of a UCCSN institution to an academic faculty position in the institution, continuation of the salary, fringe benefits and perquisites, if any, during the remainder of the term of the then-current employment contract of the outgoing ppresident shall be determined by the provisions of the then-current employment contract. Upon expiration of the outgoing ppresident's then-current employment contract, the salary and, if still applicable, the leave provisions of this section shall be applied to the former president.

(B/R 6/95)

Section 28. Vice-Presidential Transition

1. When the vice-ppresident of a UCCSN institution requests reassignment from the vice-ppresidential position to an employment position as a full time member of the academic faculty of the institution, the outgoing vice-ppresident's salary shall be no more than that of a leading academic faculty member in the field or discipline to which the outgoing vice-ppresident will be reassigned.

2. At the time of a ~~v~~Vice-~~p~~President's request for reassignment, the ~~p~~President of the UCCSN institution shall conduct an evaluation of the ~~v~~Vice-~~p~~President's overall professional performance in office and the location of the assignment where the outgoing ~~v~~Vice-~~p~~President might best contribute to an academic unit at the institution. Based upon this evaluation, the ~~p~~President shall ~~recommend to the Board of Regents for its approval~~ determine:
 - a. An appropriate rank (where applicable) and term contract in a specific academic unit in the institution; and
 - b. An academic year salary up to, but not exceeding, the level of a leading academic faculty member in the field or discipline to which the outgoing ~~v~~Vice-~~p~~President will be reassigned. The ~~p~~President may be required to estimate, based upon information from other UCCSN institutions, what that salary level should be in cases where there are no academic faculty members in the unit to which the outgoing ~~v~~Vice-~~p~~President will be reassigned, whose seniority and career accomplishments match those of the outgoing ~~v~~Vice-~~p~~President.
3. An outgoing ~~v~~Vice-~~p~~President may request a period of professional development leave in which to prepare to return to the duties of a full time academic faculty member. The outgoing ~~v~~Vice-~~p~~President shall submit a proposal for the ~~p~~President's ~~review and~~ approval describing a plan of activity during the leave, together with a written commitment from the outgoing ~~v~~Vice-~~p~~President agreeing to the performance of academic duties in the academic faculty position for at least one (1) year after the completion of the leave. ~~The president shall then make a recommendation on the request for leave to the Board of Regents for its approval. The recommendation to the Board shall specify the terms of the leave, including the following:~~ The proposal shall specify the terms of leave including the following:
 - a. Duration: Leave shall be for a period of one semester only (four (4) months for the Desert Research Institute), provided, however, that the ~~p~~President may ~~recommend~~ approve a leave up to one (1) academic year (one (1) fiscal year for the Desert Research Institute) in exceptional circumstances as shall be documented in the outgoing ~~v~~Vice-~~p~~President's leave proposal;
 - b. Salary: The outgoing ~~v~~Vice-~~p~~President's salary during the period of professional development leave shall be set up to, but no greater than, the mid-point between the ~~v~~Vice-~~p~~Presidential salary of the outgoing ~~v~~Vice-~~p~~President and the eventual academic faculty salary;
 - c. Expenses: The ~~p~~President may also ~~recommend~~ approve special travel and other research expenses for the outgoing ~~v~~Vice-~~p~~President during the professional leave period, provided, however, that the justification for such expenses is documented in the request for leave.

Perquisites associated with the office of ~~v~~Vice-~~p~~President, including, but not limited to, automobile, housing and host allowances, shall not be continued during the period of the leave. The costs, salary and fringe benefits payable to the outgoing ~~v~~Vice-~~p~~President during the period of the leave shall be borne by the outgoing ~~v~~Vice-~~p~~President's institution.

4. In the event of an involuntary reassignment of a vice-president of a UCCSN institution to an academic faculty position in the institution, continuation of the salary, fringe benefits and perquisites, if any, during the remainder of the term of the then-current employment contract of the outgoing ~~v~~Vice-~~p~~President shall be determined by the provisions of the then-current employment contract. Upon expiration of the outgoing vice-president's then-current employment contract, the salary and, if still applicable, the leave provisions of this section shall be applied to the former ~~v~~Vice-~~p~~President.

5. The principles stated in this section shall also be applied by each UCCSN institutional ~~p~~President to administrators below the level of ~~v~~Vice-~~p~~President who request reassignment or are involuntarily reassigned from their administrative positions to employment positions as full time members of the academic faculty of the institution. Upon the adoption or amendment of a policy implementing such principles, each ~~p~~President shall provide a copy of each adopted or amended policy to the Chancellor.

(B/R 6/95)

Section 29. Salary Schedules

Executive, academic, and administrative salary schedules for the universities, state college, and community colleges shall be developed by the Chancellor's Office and approved by the Board of Regents every four years in odd-numbered years.

UCCSN EXECUTIVE SALARY SCHEDULE, FY 2004-05

	<u>MINIMUM</u>	<u>MEDIAN</u>	<u>MAXIMUM</u>
<u>GRADE 1</u> Chancellor University President DRI President NSC - Henderson President	\$196,100	\$265,000	\$333,900
<u>GRADE 2</u> Community College President Vice Chancellor	\$127,304	\$171,866	\$216,428
<u>GRADE 3</u> General Counsel Executive Director Chief Administrative Officer Associate Vice Chancellor	\$107,220	\$144,891	\$182,563

(B/R 6/04)

SYSTEM ADMINISTRATION SALARY SCHEDULE, FY 2004-05 --(EXCLUDING SCS)

	<u>MINIMUM</u>	<u>MEDIAN</u>	<u>MAXIMUM</u>
<u>GRADE 4</u>	\$76,833	\$103,828	\$130,823
<u>GRADE 5</u>	\$65,553	\$85,133	\$104,714

<u>GRADE 6</u>	\$50,792	\$65,964	\$81,136
<u>GRADE 7</u> (B/R 6/04)	\$40,504	\$52,602	\$64,704

EXECUTIVE SALARY SCHEDULE—UNIVERSITIES/DRI, FY 2004-05

	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>
EXECUTIVE VP & PROVOST	\$139,750	\$177,375	\$215,000	\$252,625	\$290,250
VP, ADMINISTRATION & FINANCE	117,561	149,212	180,863	212,513	244,164
VP, ADMINISTRATION	101,197	128,442	155,688	182,933	210,178
VP, FINANCE	103,025	130,763	158,500	186,238	213,975
VP, DEVELOPMENT	126,165	160,133	194,100	228,068	262,035
VP, DEV. & ALUMNI RELATIONS	126,165	160,133	194,100	228,068	262,035
VP, STUDENT LIFE	103,828	131,782	159,736	187,690	215,644
VP, STUDENT SERVICES	103,828	131,782	159,736	187,690	215,644
VP, UNIVERSITY RELATIONS	103,844	131,802	159,760	187,718	215,676
DIRECTOR, ATHLETICS	151,868	192,755	233,643	274,531	315,418
VP, MARKETING	111,793	141,891	171,990	202,088	232,186
VP, RESEARCH & GRAD. STUDIES	120,770	153,285	185,800	218,315	250,830
VP, TECHNOLOGY	113,815	144,458	175,100	205,743	236,385
DEAN OF:					
AGRICULTURE	117,608	149,272	180,936	212,600	244,264
BUSINESS	136,500	173,250	210,000	246,750	283,500
COOPERATIVE EXTENSION	94,380	119,790	145,200	170,610	196,020
DENTAL	132,528	168,208	203,889	239,570	275,250
EDUCATION	106,876	135,650	164,424	193,198	221,972
ENGINEERING	134,020	170,102	206,184	242,266	278,348
FINE ARTS	115,147	146,148	177,149	208,150	239,151
GRADUATE COLLEGE	97,500	123,750	150,000	176,250	202,500
HONOR'S COLLEGE	83,785	106,343	128,900	151,458	174,015
HOTEL ADMINISTRATION	136,500	173,250	210,000	246,750	283,500
HUMAN/COMMUNITY SCIENCES	99,844	126,725	153,606	180,487	207,369
JOURNALISM	112,125	142,313	172,500	202,688	232,875
LAW	136,890	173,745	210,600	247,455	284,310
LIBERAL ARTS	99,450	126,225	153,000	179,775	206,550
LIBRARIES	82,029	104,113	126,198	148,283	170,367
MEDICINE	201,338	255,544	309,750	363,956	418,163
SCIENCES	117,309	148,892	180,475	212,058	243,641
URBAN AFFAIRS	114,521	145,354	176,187	207,019	237,852
(B/R 6/04)					

EXECUTIVE SALARY SCHEDULE – STATE COLLEGES, FY 2004-05

	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>
EXECUTIVE VP & PROVOST	\$116,359	\$147,687	\$179,014	\$210,342	\$241,669
VP ADMINISTRATION & FINANCE	97,883	124,237	150,590	176,943	203,296
VP DEVELOPMENT	105,048	133,330	161,612	189,894	218,176
VP STUDENT SERVICES	86,450	109,725	133,000	156,275	179,550

(B/R 6/04)

ADMINISTRATIVE SALARY SCHEDULE – UNIVERSITIES, FY 2004-05

<u>RANGE</u>	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>
7	\$85,393	\$108,383	\$131,374	\$154,364	\$177,355
6	68,591	87,058	105,525	123,992	142,459
5	61,966	78,650	95,333	112,016	128,700
4	48,272	61,269	74,265	87,262	100,258
3	36,799	46,706	56,614	66,521	76,429
2	34,484	43,768	53,052	62,336	71,620
1	25,335	32,156	38,978	45,799	52,620

(B/R 6/04)

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

ADMINISTRATIVE SALARY SCHEDULE — STATE COLLEGES, FY 2004-05

<u>RANGE</u>	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>
7	\$71,100	\$90,242	\$109,385	\$128,527	\$147,669
6	57,111	72,486	87,862	103,238	118,614
5	51,595	65,485	79,376	93,267	107,158
4	40,192	51,013	61,834	72,655	83,476
3	30,640	38,889	47,138	55,387	63,636
2	28,712	36,442	44,173	51,903	59,633
1	21,095	26,774	32,454	38,133	43,813

(B/R 6/04)

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

ACADEMIC SALARY SCHEDULE — UNIVERSITIES, FY 2004-05

<u>RANK</u>	<u>TITLE</u>	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>
		<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>
IV	PROFESSOR	\$58,513	\$74,267	\$90,020	\$105,774	\$121,527
		70,216	89,120	108,024	126,928	145,832
III	ASSOCIATE PROFESSOR	42,825	54,354	65,884	77,414	88,943
		51,390	65,225	79,061	92,896	106,732
II	ASSISTANT PROFESSOR	36,376	46,169	55,963	65,757	75,550
		43,651	55,403	67,156	78,908	90,660
I	INSTRUCTOR	29,984	38,056	46,129	54,202	62,274
		35,981	45,668	55,355	65,042	74,729

(B/R 6/04)

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

ACADEMIC SALARY SCHEDULE — STATE COLLEGES, FY 2004-05

<u>RANK</u>	<u>TITLE</u>	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>
		<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>
IV	PROFESSOR	\$48,719	\$61,836	\$74,953	\$88,069	\$101,186
		58,463	74,203	89,943	105,683	121,423
III	ASSOCIATE PROFESSOR	35,657	45,257	54,856	64,456	74,056
		42,788	54,308	65,828	77,348	88,867
II	ASSISTANT PROFESSOR	30,287	38,442	46,596	54,750	62,905
		36,345	46,130	55,915	65,700	75,486
I	INSTRUCTOR	24,965	31,686	38,407	45,129	51,850
		29,958	38,023	46,089	54,155	62,220

(B/R 6/04)

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

COMMUNITY COLLEGE ADMINISTRATIVE SALARY SCHEDULE, FY 2004-05

<u>PROPOSED GRADE</u>	<u>MINIMUM</u>	<u>MEDIAN</u>	<u>MAXIMUM</u>
1	\$82,026	\$110,847	\$139,667
2	74,052	100,071	126,089
3	62,484	84,438	106,392
4	59,334	77,057	94,780
5	45,455	59,032	72,610
6	39,785	51,669	63,553
7	35,203	45,718	56,233
8	32,096	41,684	51,271
9	27,738	36,024	44,309

(B/R 6/04)

FISCAL YEAR 2004-05
COMMUNITY COLLEGE ACADEMIC SALARY SCHEDULE

STEP	CATEGORY									
	ONE		TWO		THREE		FOUR		FIVE	
	INSTR	PROF*	INSTR	PROF*	INSTR	PROF*	INSTR	PROF*	INSTR	PROF*
	<B.S.		A.S. + 60 B.S.		B.S. + 30 M.S.		B.S. + 60 M.S. + 30		PH.D.	
30	54,865	56,237	60,352	61,861	68,582	70,296	76,812	78,732	82,298	84,356
29	53,527	54,865	58,880	60,352	66,909	68,582	74,938	76,812	80,291	82,298
28	52,222	53,527	57,444	58,880	65,277	66,909	73,110	74,938	78,333	80,291
27	50,948	52,222	56,043	57,444	63,685	65,277	71,327	73,110	76,422	78,333
26	49,705	50,948	54,676	56,043	62,132	63,685	69,587	71,327	74,558	76,422
25	48,493	49,705	53,342	54,676	60,616	62,132	67,890	69,587	72,740	74,558
24	47,310	48,493	52,041	53,342	59,138	60,616	66,234	67,890	70,965	72,740
23	46,156	47,310	50,772	52,041	57,695	59,138	64,619	66,234	69,235	70,965
22	45,031	46,156	49,534	50,772	56,288	57,695	63,043	64,619	67,546	69,235
21	43,932	45,031	48,326	49,534	54,915	56,288	61,505	63,043	65,898	67,546
20	42,861	43,932	47,147	48,326	53,576	54,915	60,005	61,505	64,291	65,898
19	41,815	42,861	45,997	47,147	52,269	53,576	58,542	60,005	62,723	64,291
18	40,795	41,815	44,875	45,997	50,994	52,269	57,114	58,542	61,193	62,723
17	39,800	40,795	43,781	44,875	49,751	50,994	55,721	57,114	59,701	61,193
16	38,830	39,800	42,713	43,781	48,537	49,751	54,362	55,721	58,245	59,701
15	37,883	38,830	41,671	42,713	47,353	48,537	53,036	54,362	56,824	58,245
14	36,959	37,883	40,655	41,671	46,198	47,353	51,742	53,036	55,438	56,824
13	36,057	36,959	39,663	40,655	45,072	46,198	50,480	51,742	54,086	55,438
12	35,178	36,057	38,696	39,663	43,972	45,072	49,249	50,480	52,767	54,086
11	34,320	35,178	37,752	38,696	42,900	43,972	48,048	49,249	51,480	52,767
10	33,483	34,320	36,831	37,752	41,853	42,900	46,876	48,048	50,224	51,480
9	32,666	33,483	35,933	36,831	40,833	41,853	45,733	46,876	48,999	50,224
8	31,869	32,666	35,056	35,933	39,837	40,833	44,617	45,733	47,804	48,999
7	31,092	31,869	34,201	35,056	38,865	39,837	43,529	44,617	46,638	47,804
6	30,334	31,092	33,367	34,201	37,917	38,865	42,467	43,529	45,501	46,638
5	29,594	30,334	32,553	33,367	36,992	37,917	41,431	42,467	44,391	45,501
4	28,872	29,594	31,759	32,553	36,090	36,992	40,421	41,431	43,308	44,391
3	28,168	28,872	30,985	31,759	35,210	36,090	39,435	40,421	42,252	43,308
2	27,481	28,168	30,229	30,985	34,351	35,210	38,473	39,435	41,221	42,252
1	26,811	27,481	29,492	30,229	33,513	34,351	37,535	38,473	40,216	41,221
0	26,157	26,811	28,772	29,492	32,696	33,513	36,619	37,535	39,235	40,216

***NOTE:** Some tenured faculty will have other titles as provided in UCCSN Code, Title 2, Chapter 5, Section 5.10.2.

(B/R-6/04)

COMMUNITY COLLEGE FACULTY SALARY PLAN

(2.5 percent merit schedule)

Placement Categories Based on Academic Preparation

STEPS	1	2	3	4	5
30	2.0976	2.3073	2.6220	2.9366	3.1463
29	2.0464	2.2510	2.5580	2.8650	3.0696
28	1.9965	2.1961	2.4956	2.7951	2.9947
27	1.9478	2.1426	2.4348	2.7269	2.9217
26	1.9003	2.0903	2.3754	2.6604	2.8504
25	1.8539	2.0393	2.3174	2.5955	2.7809
24	1.8087	1.9896	2.2609	2.5322	2.7131
23	1.7646	1.9411	2.2058	2.4705	2.6469
22	1.7216	1.8937	2.1520	2.4102	2.5824
21	1.6796	1.8475	2.0995	2.3514	2.5194
20	1.6386	1.8025	2.0483	2.2941	2.4579
19	1.5987	1.7585	1.9983	2.2381	2.398
18	1.5597	1.7156	1.9496	2.1835	2.3395
17	1.5216	1.6738	1.9020	2.1303	2.2824
16	1.4845	1.6330	1.8556	2.0783	2.2268
15	1.4483	1.5931	1.8104	2.0276	2.1724
14	1.4130	1.5543	1.7662	1.9782	2.1195
13	1.3785	1.5164	1.7231	1.9299	2.0678
12	1.3449	1.4794	1.6811	1.8828	2.0173
11	1.3121	1.4433	1.6401	1.8369	1.9681
10	1.2801	1.4081	1.6001	1.7921	1.9201
9	1.2489	1.3737	1.5611	1.7484	1.8733
8	1.2184	1.3402	1.5230	1.7058	1.8276
7	1.1887	1.3076	1.4859	1.6642	1.7830
6	1.1597	1.2757	1.4496	1.6236	1.7395
5	1.1314	1.2445	1.4143	1.5840	1.6971
4	1.1038	1.2142	1.3798	1.5453	1.6557
3	1.0769	1.1846	1.3461	1.5076	1.6153
2	1.0506	1.1557	1.3133	1.4709	1.5759
1	1.0250	1.1275	1.2813	1.4350	1.5375
COLUMN INCREMENTS: (B/R-8/00)	1.0000	1.1000	1.2500	1.4000	1.5000

Section 30. Community College Academic Salary Schedule

1. All community colleges in the University and Community College System of Nevada will adopt a single academic salary schedule for Community College Instructors and Community College Professors. Placement of faculty on the academic salary schedule and subsequent advancement across columns requires assessment by the appropriate college administrator of the faculty member's work and/or teaching experience, academic qualifications or equivalencies, and, where appropriate, tenure status. All degrees must be awarded by regionally accredited institutions. Where numbers of credit hours are specified, they must be in approved instructional fields as determined by the appropriate college administrator. All credits earned must be equated to semester hour credits. Faculty who contemplate a future course of study to achieve advancement must secure prior written approval by the appropriate administrator ~~(see Chapter 3, Section 25).~~

The Chancellor shall establish procedures concerning the initial placement and movement on the community college academic salary schedule, and other procedures related thereto.

~~2. Steps and Columns~~

~~Steps on the salary schedule normally correspond to the faculty member's years of experience and annual evaluation. Exceptions are allowed only under the provisions stated for Initial Placement in paragraph 4 of this section. The columns on the salary schedule correspond to the faculty member's academic preparation as noted below:~~

~~Column 1 — Less than a Bachelors degree.~~

~~Column 2 — Bachelors degree or Associates plus approved contact hours of occupationally related discipline¹, or Associates plus 60 upper level credit hours in an approved instructional field(s).~~

~~Column 3 — Masters degree or a Bachelors degree plus approved contact hours of occupationally related discipline, or a Bachelors degree plus 30 graduate credits in an approved instructional field(s).~~

~~Column 4 — Masters degree with a minimum of 60 graduate credits in an approved instructional field(s), or equivalency or a Bachelors degree plus approved contact hours of occupationally related discipline, or a Bachelors degree plus 60 graduate credits or equivalency in an approved instructional field(s).~~

~~Column 5 — Earned Doctorate. Equivalence can be approved by the president for a Masters degree plus approved occupational contact hours or academic credits.~~

~~3. Initial Placement~~

~~The initial placement of faculty members on the academic salary schedule shall normally be the rate of the classification based upon education and years of experience. A maximum of 10 years of experience can be counted for placement purposes.~~

~~Prior to recruitment, consideration will be given to authorizing a higher salary in order to attract an applicant with special qualifications in areas predefined as difficult to recruit or to compete~~

¹~~Occupationally related discipline equivalency will be determined at each campus. The ratio of academic credit to contact hours will be 1:15.~~

~~with external market rates. Departments requesting a premium rate must submit an application to the human resources office prior to the initiation of recruitment. The application must provide justification and documentation subject to standards established by the System for competitive market conditions. A faculty senate variance committee and the human resources staff will review the application subject to prevailing System and institutional guidelines and make a recommendation to the president. After reviewing the recommendation, the president will make the final determination on initial salary placement prior to opening recruitment for the position. Standards for market value placement shall be reviewed on a biennial basis by the System to facilitate this process and ensure its fairness.~~

~~4. Movement on the Schedule~~

- ~~a. Movement from step to step on the academic salary schedule will be based upon the faculty member's annual evaluation. Each faculty member will receive one step annually if evaluated as Satisfactory or above.~~
- ~~b. The movement from column to column will be based on professional advancement. Movement to a new column will be accompanied by a step increment if the criteria for the step advancement are met.~~
- ~~c. Upon the awarding of tenure and promotion by the Board of Regents, faculty members who are initially placed at an appropriate step and column on the academic salary schedule will be advanced laterally to the corresponding step and column as a Community College Professor. The definition of steps and columns for Community College Professors are identical to those described in paragraph 2. Movement to the Professor column will be accompanied by a step increment if the criteria for the step advancement are met.~~
- ~~d. Community college faculty who have reached the top step of their appropriate salary range may be considered for a merit increase based upon a performance evaluation in accordance with policy criteria and process as detailed in a Chancellor's Memorandum.~~

~~5. Other Salary Considerations~~

- ~~a. All individuals employed on administrative faculty contracts who are eligible to receive legislatively appropriated merit and who are not on the academic faculty salary schedule will be given consideration for merit increases and will receive cost-of-living increases.~~
- ~~b. All individuals employed on non-tenure track, Range 0 contracts who are eligible to receive legislatively appropriate merit and who are not on the academic faculty salary schedule will be given consideration for merit increases and will receive cost-of-living increases.~~
- ~~c. Academic faculty who are required to work under calendar year contracts versus academic year contracts will negotiate additional salaries in view of their respective responsibilities and number of working days compared to the working days under an academic year contract. The factor used can vary, but will not fall below 1.2. Contracts falling between a B contract and an A contract will be developed in a similar fashion.~~

~~(B/R 3/02)~~

Section 31. Community College Salary Plan, Basic Concepts

1. All community colleges agree with the concept of a single salary plan. Individual differences can be reflected in the implementation of the dollar figures.
2. The salary ratio from highest to lowest in each column should be a minimum of 2:1. That is, the dollar figure at the final step in any column should be at least twice the first step in that column.
3. Consideration must be given to faculty who teach in non-traditional areas including trade and industry. Faculty must be able to move across the columns using occupationally related courses.
4. Any cost of living (COLA) increase approved by the state legislature and governor will advance the academic salary schedule overall.

(B/R 3/02)

Section 32. Community College Professional Advancement Program

1. Eligibility For Professional Advancement

All academic faculty holding a .50 FTE or above and who have been placed on the Academic Faculty Salary Schedule are eligible for this plan.

2. Expense Encumbrance or Reimbursement Disclaimer

- a. The college will not pay nor will a faculty member have caused any liability or encumbrance to accrue to the college for expenses the faculty member entered into during the course of the professional advancement program, except where otherwise allowed by the president, in writing, or by Board of Regent policy.
- b. The professional grant-in-aid, allowed under the provisions of Title 4, Chapter 18, Section 5, may be used to pay for course work taken within the University and Community College System of Nevada (UCCSN).

3. Voluntary Program

Participating in the Professional Advancement Program is completely voluntary. No administrator may require any faculty member to participate in the program.

4. Faculty Senate Review Committee for Professional Advancement Appeals

A faculty senate committee will be convened by and report to the faculty senate chair when an appeal for denial of professional advancement is received. It is the responsibility of the applicant to make his/her case for professional advancement in the written application that this committee will review. The committee may call for additional assistance from program area faculty.

(B/R 3/02)

5. The Chancellor shall prescribe in procedures a program outline for professional advancement, program standards, and an appeals process.

PROGRAM OUTLINE

~~1. Professional Advancement Approval Process for Credit Courses/Programs~~

- ~~— a. Courses/programs, etc. may be used for professional advancement only with prior written administrative approval as stated in Title 4, Chapter 3, Section 28.1.~~
- ~~— b. The process for approval will be developed at each institution with faculty senate input. The final decision rests with the president.~~
- ~~— c. Any movement on the salary schedule can only occur consistent with the fiscal year contract. Exceptions must be approved by the president.~~

~~2. Degree Programs~~

- ~~— a. The academic faculty member wishing to advance across the columns on the salary schedule by completing a bachelors, masters or doctorate degree (columns 2, 3, 4 and 5) must submit a written formal request.~~
- ~~— b. Upon appropriate vice presidential/dean approval, a formal professional advancement agreement will be written. The program must identify the anticipated program and program completion date. The agreement is not valid unless the appropriate vice president/dean and the faculty member sign the agreement.~~
- ~~— c. Upon successful completion of the degree program, the faculty member must submit official verification to his/her official personnel file. In the event that the degree program is not completed in the anticipated time frame, the faculty member will notify the appropriate body in writing prior to the anticipated date of completion. A review of completed work will be made by the appropriate body for consideration of movement on the schedule. Column movement will not occur without the approval of the president.~~

~~3. Credit Course Work~~

- ~~— a. The academic faculty member wishing to move across the columns by completing credit course work must comply with the provisions of the Board of Regents policy. That is, column 2 requires upper level/division undergraduate credit hours, columns 3 and 4 require graduate credits. The faculty member must submit a written formal request to the appropriate body. The appropriate body will forward the recommendation to the appropriate vice president/dean. The appropriate vice president/dean will notify the faculty member of approval/non-approval within 20 working days from receipt of the application.~~
- ~~— b. Upon successful completion of the agreed upon course work, the faculty member must submit official grade verification to the faculty member's official personnel file. The faculty member will not be eligible for column movement until all requirements for advancement have been met. When the approved courses total the credits required for advancement, the faculty member must notify the human resources director.~~

~~4.— Professional Advancement Approval Process for Occupationally Related Courses~~

- ~~— a. The academic faculty member wishing to take individual contact hour courses for advancement across the columns on the salary schedule must submit a written formal request to the appropriate body who will forward the recommendation to the appropriate vice president/dean or designee². These courses could include, but are not limited to, continuing education courses in a specific discipline and specialized workshops or institutes in which contact hours rather than credits are used to grant recognition for successful completion.~~
- ~~— b. Due to the manner in which some occupationally related courses are offered, the faculty member may only have a few days or weeks between notification of offering and actual registration. Therefore, every effort must be made by all parties involved to complete this process prior to the due date for registration. When the approved courses reach the contact hours required for advancement, the faculty member must notify the human resources director in writing of that fact.~~
- ~~— c. Upon successful completion of the courses, the faculty member must submit official verification to his/her official personnel file. The faculty member will not be eligible for column movement until all requirements for advancement have been met.~~

~~5.— Approvals for degree programs, credit courses, continuing education and occupational courses will be filed in the faculty member's official personnel file.~~

~~(B/R 3/02)~~

~~PROGRAM STANDARDS/DEFINITION OF TERMS~~

~~1.— Education Standards~~

~~For degree programs and credit courses, the degree/credit must be awarded by regionally accredited institutions. Non-degree (non-credit or continuing education) courses will be awarded equivalency based upon accepted industrial and/or professional standards.~~

~~2.— Relevance~~

~~The program or courses must either be relevant to the academic faculty member's discipline or enhance teaching/counseling/professional skills, or provide benefit or advancement.~~

~~3.— Equivalency~~

~~For purposes of this document, all academic courses will be equated to a sixteen-week semester. Courses taken in quarter or trimester credits will be adjusted to this standard. Degree programs will stand on their own as approved by accrediting institutions. That is, a Masters degree will transfer as a Masters degree regardless of the institutional differences in semester vs. quarters.~~

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

~~4. Occupationally-Related Courses~~

~~Occupationally related courses are those courses that relate to the faculty's primary duties, e.g. courses taught, services provided, etc.~~

~~5. Official Verification~~

~~Official verification shall include, but not be limited to: diplomas, transcripts, certificates, or letters from sponsoring agencies.~~

~~6. Professional Licensure~~

~~Licensure itself does not apply toward movement on the salary schedule. It is recognized that some occupational areas have additional licensure that may be equivalent to degree qualifications. This list includes, but is not limited to, the following: MD, DDS and JD. The number of graduate hours in the curriculum will be equated to the standard Masters, etc. degrees.~~

~~For example, a JD, MD and DDS would be the equivalent of three to four years of graduate school, and should therefore be considered as the fifth column of professional advancement. Two Masters degrees, however, would not be the equivalent of a fifth column of movement, but would qualify for a fourth column movement, if approved.~~

~~This explanation does not mean automatic approval of such licensure, only an explanation of the existence of these categories.~~

~~(B/R-3/02)~~

~~PROGRAM CATEGORY STANDARDS~~

~~The professional advancement program may be, except where otherwise noted, any combination of the following categories or programs:~~

~~1. Degree Program/Credit Courses~~

~~a. The credit awarded for completion of a degree program will be limited to only the degree awarded to the individual. All programs/courses must be offered by regionally accredited institutions.~~

~~b. Movement from one column to another beyond column two must be accomplished in blocks of thirty or sixty credits as appropriate. Movement to:~~

~~Column 2 Bachelors or Associates plus 60 upper level undergraduate credits.~~

~~Column 3 Masters or Bachelors plus 30 graduate credits~~

~~Column 4 Masters plus 30 graduate credits or equivalent³ or Bachelors plus 60 graduate credits or equivalent.~~

~~Column 5 Earned Doctorate~~

³Equivalency will be determined by the appropriate body.

~~2. Non-Credit/Contact Hours Course Training~~

~~a. Continuing Education~~

~~1. The equivalency for continuing education is 1:15. For every fifteen hours of continuing education, one unit of credit will be awarded. Continuing education can be in the form of workshops, institutes or other recognized educational programs.~~

~~2. All courses/workshops must meet national standards for occupational areas. Movement from one column to another beyond column two must be accomplished in blocks of 450 or 900 contact hours. Movement to:~~

- ~~Column 2 Associates plus 900 contact hours~~
- ~~Column 3 Bachelors plus 450 contact hours~~
- ~~Column 4 Bachelors plus 900 contact hours. Masters plus 450 contact hours.~~
- ~~Column 5 Special permission of President.⁴~~

~~b. On-the-Job Work Experience~~

~~On-the-job work experience with pay will be 1:75. For every seventy-five (75) hours of internship, one unit of credit will be awarded. Faculty entering into such experience must follow the same requirements and program as established by the college with students within the college's cooperative education program. All hours of on-the-job work experience must be certified by an outside agency/employer.~~

~~c. Internships~~

~~1. On-the-job work experience without pay will be 1:75. For every seventy-five (75) hours of internship, one unit of credit will be awarded. All hours of internship experience must be certified by the outside agency/employer. The internship experience for the faculty member must follow the same standards and requirements established for the On-the-Job Work Experience Program.~~

~~2. Movement from one column to another beyond column two must be accomplished in blocks of 2250 or 4500 contact hours as appropriate. Movement to:~~

- ~~Column 2 Associates plus 4500 contact hours.~~
- ~~Column 3 Bachelors plus 2250 contact hours.~~
- ~~Column 4 Bachelors plus 4500 contact hours. Masters plus 2250 contact hours.~~
- ~~Column 5 Special permission of president.~~

~~(B/R 3/02)~~

⁴Equivalence can be approved by the president for a Masters degree plus approved occupational contact hours or academic credits.

APPEALS PROCESS

~~In the event that the faculty member's application for professional advancement is denied, the decision can be appealed. The appeal will be submitted to the faculty senate chair, who will forward the appeal to the appropriate committee. The committee will review and recommend to the faculty senate chair its approval or non-approval of the appeal. The faculty senate chair will carry the committee recommendation to the appropriate vice president/dean. If the appeal is denied by the vice president/dean, college grievance procedures can be utilized.~~

~~(B/R 3/02)~~

Section 33. Summer Term Salary Schedules

Salary schedules for summer session faculty at all UCCSN institutions shall be developed by the Chancellor's Office and approved annually by the Board of Regents. ~~The following schedules are effective for the 2003 Summer Term: (B/R 12/02)~~

~~1. University of Nevada, Las Vegas~~

~~— UNLV Faculty~~

Professor	\$2,100 per credit hour
Associate Professor	\$1,990
Assistant Professor	\$1,880
Lecturer	\$1,660

~~(B/R 1/04)~~

~~— Visiting Faculty~~

Professor	\$1,990 per credit hour
Associate Professor	\$1,770
Assistant Professor	\$1,550
Lecturer	\$730 — 1,500
Lab Assistant	\$1,200

~~(B/R 1/04)~~

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

~~— Pay per credit hour of individual instruction is \$73 for Undergraduate Courses and \$100.00 for Graduate Courses. (B/R 1/04)~~

~~— The per-credit-hour salary is the maximum allowable. A lower amount (prorated to enrollment), when necessitated by low enrollment and when agreed to by the instructor, is permitted.~~

~~(B/R 4/01)~~

~~2. University of Nevada, Reno~~

~~— a. The following salary schedule applies to classes taught on or off-campus during the inclusive dates of Summer Session. (B/R 1/98)~~

~~— Resident Faculty~~

Professor	\$1,800 per credit hour
Associate Professor	\$1,580
Assistant Professor	\$1,450
Lecturer	\$1,225 — 1,800

~~Teaching/Graduate Assistant \$1,005
(B/R 1/03)~~

~~— Visiting Faculty~~

~~Professor \$1,435 per credit hour
Associate Professor \$1,270
Assistant Professor \$1,100
Lecturer \$980 — 1,435~~

~~(B/R 1/04)~~

~~The per-credit hour salary is the maximum allowable. A lower amount is permitted when agreed to by the instructor. (B/R 1/02)~~

~~— b. Six credits is considered a full-time teaching load during the Summer Session.
(B/R 1/94)~~

~~— c. Faculty teaching Recreation, Physical Education and Dance classes, or catalog-identified internship classes, will receive as salary 80% of the net fees generated by enrollments in these classes but capped by the amounts indicated in 2.a. above. Net fee is defined as the prevailing tuition minus the consolidated fee for student union, student health, and student activities. (B/R 1/94)~~

~~3. Nevada State College, Henderson~~

~~Nevada State College has a temporary summer term salary schedule in place until a permanent policy is approved. Tenure track B-contract faculty and adjunct instructors teaching in the 2004 Summer Term will be paid \$725 per credit hour.~~

~~(B/R 1/04)~~

~~4. Community College of Southern Nevada~~

~~a. For B and B+ contract teaching faculty members:~~

~~(Note: pro-rata pay is equal to .01875 times base pay per IU.)~~

~~i. Class size 17 or greater will result in full pro-rata pay or \$725/IU whichever is more.~~

~~ii. Class size of (13-16) will result in an option to teach at (\$725)/IU~~

~~iii. For classes with approved limited class size below (17), pro-rata pay is awarded for enrollment equal to or greater than class size.~~

~~iv. For classes with limited enrollments, (\$725)/IU will be awarded for one less than capacity.~~

~~v. The minimum class size is (13), unless on the approved list based on space, equipment, etc.~~

~~vi. Individualized instruction per student pay may be negotiated by the Faculty member. The calculation rate will be .08 X # of credits X # of students.~~

~~Note: The (\$725)/IU rate noted above is a special incentive rate.~~

~~b. For adjunct instructors the class enrollment minimum is (13) students and rate of pay in (\$655)/IU.~~

~~c. For adjunct instructors teaching limited capacity sections, the minimum class size must be no lower than one less than approved capacity.~~

~~d. If a full-time instructor's section does not make, full timers may choose to teach a section designated as an adjunct section as long as they agree to accept adjunct wages (\$655)/IU.~~

~~e.No instructor may teach more than 8 IU's. Adjuncts may teach 8 IU's regardless of preps.~~

~~There will be no exceptions to the above class enrollment policy, and classes that do not meet the minimum number will be cancelled.~~

~~(B/R 4/02)~~

~~5.—Great Basin College~~

~~a.The salary for a summer session course shall be 75% of the revenue generated from registration fees, not to exceed \$900 per credit.~~

~~(B/R 4/02)~~

~~6.—Truckee Meadows Community College~~

~~a.Faculty who teach in the summer session and are on a "B" contract during the academic year will be paid for the summer session in accordance with the following formula:~~

~~Academic year "B" contract Salary x .01875~~

~~b.Faculty who are part time during the academic year will be paid for summer teaching on a per-credit basis according to the same schedule used during the academic year; the rate for summer 2002 is \$625 per credit hour.~~

~~c.Should enrollment in a summer class fail to produce the revenues necessary to hold the class, the president or the president's designee may, in lieu of canceling the class, negotiate and establish a mutually agreeable salary at a rate less than that provided above.~~

~~d.Eight credits will be considered a full teaching load for the summer term.~~

~~(B/R 4/02)~~

~~7.—Western Nevada Community College~~

~~a.The salary for a summer session course shall be 75% of the revenue generated from registration fees, not to exceed \$900 per credit.~~

~~(B/R 4/02)~~

Section 34. Part-Time Salary Schedules

1. The salary schedule for temporary part-time faculty ~~as defined in Title 4, Chapter 3, Section 32, is set shall be developed by the Chancellor's Office and approved~~ by the Board of Regents. ~~The following schedule provides salary targets for UCCSN institutions to reach incrementally by 2007 as funding permits.~~

Type of Institution	Per-Credit Target
University	\$896
State College	\$851
Community College	\$806

~~2.—The salary schedule is derived from a formula calculation based upon a percentage of the entry-level semester salary for a University Instructor on a 9-month contract, as described below.~~

~~Base Formula:~~

~~Annual entry-level University Instructor salary divided by 2~~

~~X— Percent of Semester Salary based on 16-unit workload (6.25)~~

~~— Per Credit Target~~

~~The schedule will automatically increase with any cost-of-living adjustment provided to professional employees.~~

~~3. The salaries for temporary part-time faculty at the state college shall be calculated at 95% of the university target. The salaries for temporary part-time faculty at the community colleges shall be calculated at 90% of the university target.~~

~~(B/R 10/03)~~

Section 35. Reduced Appointments for Tenured Faculty

1. A faculty member with a full-time tenured appointment may, by mutual agreement of the faculty member and the president of the faculty member's institution, be given a reduced appointment of less than 1.00 FTE, but no less than 0.50 FTE, under terms and conditions mutually agreed to in writing by the faculty member and the president, and which will be attached to or otherwise included in the faculty member's employment contract. A tenured faculty member agreeing to such a reduced appointment shall retain tenure. Such a reduction shall be issued only at the discretion of the institutional president.
2. A tenured faculty member agreeing to a reduced appointment under this section shall be reinstated to full-time employment either upon mutual agreement of the faculty member and the president or upon the direction of the president, which direction must be given in writing at least one year in advance of such reinstatement.
3. The institution, at the time of implementing this policy, will set a limit on the number of appointment made. (B/R 12/86)

Section 36. Emeritus/Emerita Status

1. Emeritus/Emerita status is an honor, which may be awarded to full-time faculty, and professional staff who retire after distinguished and long-term achievement and service to a UCCSN institution or to a UCCSN System Administration unit. Recommendations for emeritus/emmerita status will be based upon appropriate review processes established at each institution and shall be approved by the President or the Chancellor, in the case of System Administration recommendations. Normally a minimum of ten year's service is required prior to conferral of the title of emeritus/emmerita. The President or Chancellor must provide 5 working days notice to the institutional or System Faculty Senate prior to approving Emeritus/emmerita status. (B/R 4/01)
2. A person granted the title Emeritus/Emerita is considered to have lifetime status as a UCCSN employee.
3. Emeritus faculty and professional staff, their spouses and financially dependent children are eligible for grant-in-aid privileges equivalent to those provided to at Title 4, Chapter 18, Section 5.5. (B/R 4/01)

4. Institutions may adopt such policies concerning additional benefits for emeritus faculty as are considered appropriate. Such policy statements, or a summary thereof, shall be in writing and, as appropriate, included in the administrative manual or faculty handbook of the institution. Additional benefits that may be adopted for System Administration emeritus faculty or staff shall be established in cooperation with a specific UCCSN institution on a case-by-case basis. (B/R 4/01)

Section 37. The University and Community College System of Nevada Anti-Drug Policy Statement

1. The University and Community College System of Nevada prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace. Any employee who violates this policy is subject to disciplinary action, which may include termination of employment.
2. During the course of employment, any employee who is convicted of violating a federal or state law prohibiting the sale of a controlled substance must be terminated as required by Nevada Revised Statutes 193.105, regardless of where the incident occurred.
3. Any employee who is convicted of unlawfully giving or transferring a controlled substance to another person or who is convicted of unlawfully manufacturing or using a controlled substance while acting within the scope of his/her University and Community College System of Nevada employment will be subject to discipline up to and including termination.
4. The term, "controlled substance" means any drug defined as such under the regulations adopted pursuant to Nevada Revised Statutes 453.146. Many of these drugs have a high potential for abuse. Such drugs include, but are not limited to, heroin, marijuana, cocaine, PCP, and "crack." They also include "legal drugs" which are not prescribed by a licensed physician.
5. Each State employee is required to inform his or her appointing authority within five days after he or she is convicted for violation of any federal or state criminal drug statute when such violation occurred while representing the University and Community College System of Nevada or on the premises.
6. Any Government agency with which the University and Community College System of Nevada holds a contract or grant will be notified within ten days after receiving notice that an employee of the agency was convicted within the meaning used in paragraph 4, above.
7. Employees desiring more information concerning substance abuse, or seeking information on counseling may contact the designated Employee Assistance Representative for their institution.
(B/R 5/92)

Section 38. Letters of Appointment and Benefits for Temporary Faculty Members

1. Definitions
 - a. Temporary Part-time Faculty. A temporary part-time faculty member is an employee of an institution or unit within the UCCSN who:

- i. Is issued a "letter of appointment" and is employed for a period of not more than ninety (90) consecutive days; or
 - ii. Is issued a "letter of appointment" and is employed less than half-time for a period of more than ninety (90) consecutive calendar days, but less than twelve months; or
 - iii. Is issued a "letter of appointment with benefits" and is employed half-time or more for a period of more than ninety (90) consecutive calendar days, but less than twelve months.
- b. Temporary Full-time Faculty. A temporary full-time faculty member is an employee of an institution or unit within the UCCSN who is issued a temporary full-time contract for a period of up to a year.
- c. Half-time Faculty Assignments. A half time or more assignment for temporary faculty is:
- i. For teaching faculty at a community college, an assignment equivalent to ten (10) credit hours or more for the semester.
 - ii. For teaching faculty at a state college, an assignment equivalent to nine (9) credit hours or more for the semester.
 - iii. For teaching faculty at a university, an assignment equivalent to eight (8) credit hours or more for the semester.
 - iv. For non-teaching faculty and teaching faculty teaching non-credit courses, an assignment equivalent to twenty (20) hours or more per week.

2. Benefits of the Temporary Faculty Member

- a. Letter of Appointment. A temporary part-time faculty member employed on a "letter of appointment" is entitled to the following benefits:
- i. Grant-in-aid as outlined in the Board of Regents' *Handbook* (Title 4, Chapter 18, Section 6), and (B/R 6/02)
 - ii. UCCSN voluntary tax-sheltered annuity plan.
- b. Letter of Appointment with Benefits. A temporary part-time faculty member employed on a "letter of appointment with benefits" is entitled to the following benefits:⁸
- i. Grant-in-aid as outlined in the Board of Regents' *Handbook* (Title 4, Chapter 18, Section 6); (B/R 6/02)

⁸ Except as provided herein a temporary part-time faculty member on a "letter of appointment with benefits" is not entitled to participate in the state or UCCSN retirement programs. A temporary part-time faculty member on a "letter of appointment with benefits," who is employed for six consecutive months and who has previously been a Public Employees' Retirement System member, is entitled to Public Employees Retirement System participation, in accordance with NRS 286.297(9) and 286.802(2). In such circumstances, the part-time faculty member employed on a letter of appointment with benefits must be employed at a minimum .51% FTE.

- ii. UCCSN voluntary tax-sheltered annuity plan; and
 - iii. State of Nevada health insurance program under Nevada Revised Statutes 287.045. Eligibility for state health insurance is subject to a waiting period.
- c. Temporary Full-time Faculty. A temporary full-time faculty member under contract is entitled to the following benefits:
- i. All benefits provided to full-time faculty, except consideration for tenure and notice of non-reappointment.
3. Temporary Faculty Member Employed by More Than One Institution
- a. A temporary part-time faculty member who is employed concurrently at more than one institution and whose combined assignment is less than half time shall receive letters of appointment from each institution.
 - b. If the combined assignment is half time or more, the temporary part-time faculty member shall receive letters of appointment with benefits from each institution.
 - c. The institutions employing such temporary part-time faculty members shall share benefit costs in an amount proportionate to the amount of time assigned at the institution as reflected in the percent of salary paid by each institution.
 - d. When the combined assignment is full-time, it shall be the responsibility of the institutions to enter into a temporary contract with the faculty member.
4. Miscellaneous
- a. This subsection (4.31) is not intended to define or in any way dictate the workload assignment for full-time faculty members employed under contract within the UCCSN. The intent is limited to defining workload assignments for temporary faculty members, solely for the specific purpose of determining employment benefits.
 - b. Temporary faculty shall not be encouraged to sign written waivers of benefits. A written waiver of benefits will only be allowed if requested by the employee for good cause. Good cause includes, but is not limited to, the loss of other benefits already being received by the employee from another source (e.g., retirement benefits from another employer).

(B/R 3/02)

APPENDIX

The Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA) was enacted on February 5, 1993.

The new law is effective on August 5, 1993 for University and Community College System of Nevada employees.

The U. S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces FMLA for all University and Community College System of Nevada employees.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave begins on August 5, 1993; any leave taken before that date does not count as FMLA leave.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protections for employees who request or take FMLA leave. The law also requires employers to keep certain records.

Employer Coverage

FMLA applies to all University and Community College System of Nevada institutions.

Employee Eligibility

To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of at least 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location where at least 50 employees are employed by the employer within 75 miles.

Leave Entitlement

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently - which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee. In no case can use of paid leave be credited as FMLA leave after the leave has ended.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility;
- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or,
- nurse practitioners and nurse-midwives authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Job Restoration

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

Notice and Certification

Employees seeking to use FMLA leave may be required to provide:

- 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions and periodic recertifications (at the employer's expense); and

- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific information when an employee gives notice of FMLA leave on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

Unlawful Acts

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

Enforcement

FMLA is enforced, including investigation of complaints, by the U. S. Labor Department's Employment Standards Administration, Wage and Hour Division. If violations cannot be satisfactorily resolved, the Department may bring action in court to compel compliance. An eligible employee may also bring a private civil action against an employer for violations.

Other Provisions

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law, which prohibits discrimination, nor supersede any state or local law that provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

Further Information

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U. S. Government, Department of Labor, Employment Standards Administration. (B/R 10/93)

Title 4 - Codification of Board Policy Statements

Chapter 4

PROFESSIONAL STAFF COLLECTIVE BARGAINING REGULATIONS

Section 1. Introduction

1. This chapter shall be known and may be cited as the University and Community College System of Nevada Professional Employee Collective Bargaining Regulations.
2. These regulations have been adopted by the Board of Regents of the University and Community College System of Nevada under the Board's authority established by Article 11, Section 4 of the Nevada Constitution to manage and control the government and the essential functions of the University of Nevada. (B/R 2/90)

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:

1. "Adjunct faculty member" 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. (B/R 2/90)
2. "Administrator" means any ~~a~~Assistant or ~~a~~Associate ~~d~~Dean, ~~d~~Dean, ~~v~~Vice ~~p~~President, ~~p~~President, ~~d~~Deputy ~~t~~Treasurer, ~~a~~Assistant ~~g~~eneral ~~C~~hief ~~e~~Counsel, ~~g~~eneral ~~C~~hief ~~e~~Counsel, ~~v~~Vice ~~e~~Chancellor, ~~e~~Chancellor, professional employee in the ~~p~~Presidents' or the ~~e~~Chancellor's ~~e~~Office(s), ~~s~~Secretary to the Board of Regents, confidential, supervisory or managerial employee or assistant to any of the above named administrators. (B/R 2/90)
3. "Board of Regents" means the board specified in Section 4 of Article 11 of the Nevada Constitution, and constituted pursuant to Nevada Revised Statutes 396.040, which controls the University and Community College System of Nevada.
4. "Chancellor" means the Chancellor of the University and Community College System of Nevada.
5. "Clinical faculty member" means any individual holding a professional position with the University of Nevada School of Medicine or the Orvis School of Nursing, University of Nevada, Reno, for which the individual receives no salary. (B/R 2/90)
6. "Community college bargaining unit" means a bargaining unit consisting of the professional employees of one or more community colleges of the System who have elected to belong to the bargaining unit.
(B/R 2/90)

7. "Confidential employee" means any employee who works in a personnel office or has, as part of his or her regular duties, access to management information, personnel information affecting employee relations or confidential information used by management in collective bargaining, or any employee in the offices of the eCancellor or the pPresidents. (B/R 2/90)
8. "Employee" means any individual employed by a member institution or unit of the System. (B/R 2/90)
9. "Employee organization" means any organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of collective bargaining. (B/R 2/90)
10. "Managerial employee" means any individual employed in a position in which the principal functions performed are characterized by the administration of collective bargaining agreements or major personnel decisions, or both, including the staffing, hiring, firing, transferring, laying off, disciplining, evaluating, promoting or training of professional employees. (B/R 2/90)
11. "Member institution" means the University of Nevada, Reno; the University of Nevada, Las Vegas; the Desert Research Institute; the Nevada State College, Henderson; the Community College of Southern Nevada; the Great Basin College; the Truckee Meadows Community College; or the Western Nevada Community College. (B/R 12/02)
12. "President" means the chief administrative officer of the University of Nevada, Reno; the University of Nevada, Las Vegas; the Desert Research Institute; the Nevada State College, Henderson; the Community College of Southern Nevada; the Great Basin College; the Truckee Meadows Community College; or the Western Nevada Community College. (B/R 12/02)
13. "Professional employee" means any employee issued a contract or letter of appointment by a member institution or unit of the System for employment in the professional service of the System for a period exceeding six months at .50 FTE or more, but excluding adjunct faculty members, administrators and clinical faculty members. (B/R 2/90)
14. "Strike" means any concerted action of the following types:
 - a. Stoppage of work, slowdown or interruption of operations by employees of a member institution or unit of the System; (B/R 2/90)
 - b. Absence from work by employees of a member institution or unit of the System upon any pretext or excuse, including but not limited to illness, which is not founded in fact; or (B/R 2/90)
 - c. Interruption of the operations of a member institution or unit of the System by an employee organization. (B/R 2/90)

15. "Supervisory employee" means any individual in a position in which the principal functions are characterized by two or more of the following: (B/R 2/90)
- a. Performing such management duties as scheduling, assigning, overseeing or reviewing the work of subordinate employees, or effectively recommending the same; or (B/R 2/90)
 - b. Performing such duties as are distinct and dissimilar from those performed by the employees supervised; or (B/R 2/90)
 - c. Exercising judgment in adjusting grievances, applying other established personnel policies and procedures and in enforcing the provisions of the collective bargaining agreement, or effectively recommending the same; or (B/R 2/90)
 - d. Establishing or participating in the establishment of performance standards for subordinate employees and taking corrective measures to implement those standards, or effectively recommending the same, (B/R 2/90)

provided, that in connection with any of the foregoing, the exercise of such functions or authority is not merely of a routine or clerical nature, but requires that use of independent judgment. (B/R 2/90)

16. "System" means the University and Community College System of Nevada. (B/R 2/90)
17. "System bargaining unit" means a bargaining unit consisting of the professional employees of the two universities of the System, the Desert Research Institute, the state college, and one or more, if any, of the community colleges of the System whose professional employees have elected not to belong to the community college bargaining unit. (B/R 12/02)
18. "Unit" means any component of the University and Community College System of Nevada. (B/R 2/90)

Section 3. Right to Join Employee Organizations

It is the right of every professional employee of the System who is not specifically excluded by this chapter, to join any employee organization of his or her choice or to refrain from joining any such organization. The System shall not discriminate in any way among its employees on account of advocacy of membership or non-membership in any such organization. (B/R 2/90)

Section 4. Bargaining Unit

1. For the purposes of this chapter, except as otherwise provided herein, all of the professional employees of the System are deemed by the Board of Regents to have a substantial community of interest and shall constitute one bargaining unit only. (B/R 2/90)
2. If the conditions specified in Sections 5, 6 and 7 of this chapter for establishing two bargaining units are met, then there shall be two bargaining units only as provided

herein, one of which shall be the System bargaining unit and one of which shall be the community college bargaining unit. (B/R 2/90)

3. If a majority of the department chairs or those professional employees whose duties are functionally equivalent to department chairs in a unit, not otherwise excluded from a collective bargaining unit as provided in this chapter, specify that they wish to be included in the collective bargaining unit, they shall be included in the collective bargaining unit, but otherwise they shall not be included in the collective bargaining unit. Such employees will notify the president of their preference as to inclusion or exclusion from the collective bargaining unit at least ten calendar days prior to any election held under this chapter. (B/R 2/90)

Section 5. Representative Application

1. An employee organization seeking to represent System employees in their employment relationship must submit an application in writing to the eCancellor and include the following: (B/R 2/90)
 - a. A copy of its articles of incorporation;
 - b. A copy of its bylaws;
 - c. A roster of its officers and representatives, including name, address, and official function or title;
 - d. Identification of the unit sought for representation; and
 - e. Signed evidence of interest in being represented by the employee organization from no less than 30 (thirty) percent of all of the eligible professional employees contained in the unit sought. (B/R 2/90)
 - f. In order to establish a single, separate community college bargaining unit, an application must also contain signed evidence of interest in being represented by an employee organization in such a community college bargaining unit from no less than 30% (thirty percent) of all of the eligible professional employees of any community college in the System whose faculty may desire to collectively bargain, and this shall authorize the Board of Regents to hold a representation election, as provided in Sections 6 and 7 of this chapter, only among the professional employees of the community college(s) whose faculty have submitted an application required by this section through an employee organization. Any other community college professional employees may participate in the election by submitting an application through an employee organization as required by this section no later than ten calendar days prior to the date of the scheduled election. (B/R 2/90)
2. Any revision or changes as to paragraphs a., b., and c. of subsection 1 shall be furnished to the eCancellor and to each member of the employee organization.

Section 6. Election

1. Upon verification by the eCancellor that the above requirements have been met, he shall place the application for recognition on the agenda as an action item of the next regularly scheduled meeting of the Board of Regents. The Board of Regents shall at that meeting provide for the American Arbitration Association to conduct an election in accordance with its rules. The election by secret ballot among the employees for whom representation is sought shall be held no sooner than 15 calendar days and no longer than 30 calendar days from the date of the Board of Regents meeting at which the request was presented. (B/R 2/90)
2. Ballots for the election shall be mailed to all eligible professional employees for the bargaining unit involved. The professional employees receiving the ballots shall be given the option, to be stated on the ballot, of casting their votes either by return mail or in person at designated voting locations and at designated times and dates. (B/R 2/90)

Section 7. Balloting Shall Be in Two Parts

1. In an election among the employees for whom representation is sought, two issues may be placed on the same ballot, the first of which in all events must be placed on the ballot and the second of which must be placed on the ballot only if two or more employee organizations have applied for representation of professional employees. (B/R 2/90)
2. In only one employee organization has applied for representation of professional employees, the first part of the ballot shall be worded as follows: (Name of employee organization) has applied to represent all of the eligible professional employees in (identify the bargaining unit) for purposes of collective bargaining with the University and Community College System of Nevada. If a majority of all of the eligible professional employees in the bargaining unit for whom representation is sought vote "yes", then (name of employee organization) shall be elected to serve as the professional employees' bargaining agent. (B/R 2/90)

Vote for one alternative:

_____ Yes, I want (name of employee organization) designated as my agent for collective bargaining purposes.
(B/R 2/90)

_____ No, I do not want collective bargaining.

3. If two or more employee organizations have applied for representation: (B/R 2/90)
 - a. The first part of the ballot shall be worded as follows: Several employee organizations have applied to represent all the eligible professional employees in (identify the bargaining unit) for purposes of collective bargaining with the University and Community College System of Nevada. If a majority of all of the eligible professional employees in the bargaining unit for whom representation is sought vote "yes", then one of the employee organizations on the second part of the ballot shall be elected to serve as the professional employees' bargaining agent. (B/R 2/90)

Vote for one alternative:

_____ Yes, I want (name of employee organization) designated as my agent for collective bargaining purposes. (B/R 2/90)

_____ No, I do not want collective bargaining.

- b. If a majority of all of the eligible professional employees in the unit for whom representation is sought fail to vote "yes", the party or organization conducting the election shall not count the votes cast for labor organizations on the second part of the ballot. (B/R 2/90)
- c. The second part of the ballot shall be worded as follows: If a majority of all of the eligible professional employees in the bargaining unit for whom representation is sought vote "yes" in favor of designating an agent for collective bargaining purposes, one of the following organizations shall be so designated. Regardless of how you voted on the first part of the ballot, vote for one of the organizations listed below to serve as agent for collective bargaining purposes. The employee organization receiving a majority of the votes cast shall be elected to serve as the professional employees' bargaining agent, provided the requisite minimum number of "yes" votes has been cast in the first part of the ballot. (B/R 2/90)

_____ (organization)

_____ (organization)

_____ (organization)

- 4. After the Board of Regents has set the date of the election, additional employee organizations seeking to represent the eligible professional employees of the unit in question may file an application with the eCancellor no later than ten calendar days prior to the election. The application shall contain the information specified in Section 5, subsections a. through d. of this chapter. If the application contains signed evidence of interest in being represented by the employee organization from no less than 10 (ten) percent of all the eligible professional employees contained in the unit in question, the organization shall be included on the ballot of the election. (B/R 2/90)
- 5. The results of the election shall be binding on all parties as of the date certified by the party or organization conducting the election, and no other application or elections involving the same bargaining unit shall be accepted or permitted for a period of one calendar year from the date of the certification, with the exception of a runoff election which might be necessitated where no employee organization received a majority of the votes cast in a two part ballot. Runoff elections shall be held no sooner than five calendar days and no longer than ten calendar days after the election. Only the top two vote-getting employee organizations from the previous election shall be listed on the ballot for the runoff election. The employee organization receiving a majority of the votes cast in a runoff election shall be elected to serve as the professional employees' bargaining agent. (B/R 2/90)
- 6. When an election is held only among the eligible professional employees of one or more community colleges, as provided in Section 5(1)(f) of this chapter, the following procedures shall be in effect: (B/R 2/90)

- a. If a community college bargaining unit is established as provided in Sections 5, 6 and 7 of this chapter and if the professional employees of one or more community colleges have also elected not to belong to the community college bargaining unit as provided in those sections, the professional employees of any such nonparticipating community college may seek to join the community college bargaining unit at a later time by filing an application through an employee organization and by participating in an election under the provisions of Sections 5, 6 and 7 of this chapter. However, such an application may not be filed for a period of more than 180 calendar days nor less than 120 calendar days before the date of expiration of any bargaining agreement then in existence under this chapter. The ballot shall be limited to the single issue of whether the professional employees of the community college(s) involved wish to be represented or not by the employee organization already representing the professional employees who are already in the bargaining unit. For this purpose the ballot established in Section 7(2) of this chapter shall be used. (B/R 2/90)
- b. After the professional employees of any community college elect to belong to a single, separate community college bargaining unit, the professional employees of a community college in the unit cannot choose to leave the community college bargaining unit. This paragraph shall not be deemed to prohibit the decertification, under Section 8 of this chapter, of an employee organization representing all of the professional employees of the community college bargaining unit. (B/R 2/90)

Section 8. Decertification

1. Except during the calendar year specified in ~~s~~Section 7 of this chapter, the System will withdraw recognition of an employee organization if the subject organization has been decertified within the provisions of this section by a majority vote of all eligible professional employees of the bargaining unit represented. (B/R 2/90)
2. Decertification shall be initiated by one of the following methods: (B/R 2/90)
 - a. Members of the negotiating unit seeking to decertify a recognized employee organization must submit notice of intent in writing to the ~~e~~Chancellor and the employee organization and include signed evidence of intent to decertify from no less than 30 (thirty) percent of the eligible professional employees in the unit represented by the recognized employee organization; or (B/R 2/90)
 - b. The Chancellor notifies the Board of Regents that he has a good faith reason to believe that the presently certified employee organization representing the bargaining unit is no longer supported by a majority of the professional employees of the bargaining unit. The American Arbitration Association shall also be notified of this belief by the Chancellor and the Association shall be requested to review the matter upon appropriate hearing and report to the Board of Regents on whether the Chancellor's action is justified. The Board shall take no action on the matter unless the American Arbitration Association indicates that the Chancellor's notification is justified. (B/R 2/90)
3. Upon a finding by the Board of Regents that the above requirements have been met, an election shall be scheduled in a manner consistent with the procedures specified for elections in ~~s~~Section 6 of these regulations. (B/R 2/90)

4. No action to decertify shall be considered during the effective term of a bargaining agreement except for a period of not more than 180 calendar days to not less than 120 calendar days before its date of termination. For the purposes of timeliness of notice, an existing written collective bargaining agreement for a term in excess of two years shall be treated as a two-year agreement. (B/R 2/90)

Section 9. External Funding

The System is constrained by funding resources external to its control and subject to approval by bodies not participant in negotiations such as are provided by these regulations. No provision of any bargaining agreement negotiated pursuant to this chapter which requires the expenditure of funds for any purpose shall be effective unless and until funds are appropriated and are made available to the System by the Nevada Legislature. It is therefore imperative that the negotiating parties function in a spirit of mutual respect and cooperation toward the achievement of their common, as well as individual, objectives. (B/R 2/90)

Section 10. Agreements Shall Be in Writing

1. It is the duty of the System and the employee organization designated as the bargaining agent for the unit to negotiate in good faith through their chosen representatives as required by this chapter.(B/R 2/90)
2. All agreements reached shall be reduced to writing and submitted for ratification to the professional employees represented by an employee organization and to the Board of Regents. If the agreement is ratified by both parties, then it shall be signed by legally empowered representatives. (B/R 2/90)

Section 11. Written Notice; Duration of Agreement

Whenever a recognized employee organization or the Board of Regents desires to negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it shall provide written notice to the other party. The employee organization and the Board of Regents may not provide written notice to the other party for a period of 60 calendar days from the date of certification of the election by the party or organization conducting the election. Collective bargaining agreements resulting from such negotiations shall be for duration of not less than two years, with this agreement duration to be congruent with the fiscal biennium concept used within the System. The minimum duration required by this section does not preclude agreements for more than two fiscal years, nor does the minimum duration apply to the initial agreement negotiated between the System and the employee organization. (B/R 2/90)

Section 12. Informal Discussions

These regulations neither preclude nor require informal discussion between an employee organization and the System of any matter which is not subject to mandatory collective bargaining negotiations or a collective bargaining agreement under this chapter. Any such informal discussion is exempt from all requirements of notice or time schedule. (B/R 2/90)

Section 13. Scope of Collective Bargaining

1. The scope of mandatory collective bargaining negotiations under this chapter shall be limited to the following topics: (B/R 2/90)
 - a. Salary or wage rates or other forms of direct monetary compensation. (B/R 2/90)
 - b. Sick leave. (B/R 2/90)
 - c. Vacation leave. (B/R 2/90)
 - d. Holidays. (B/R 2/90)
 - e. Other paid or nonpaid leaves of absence. (B/R 2/90)
 - f. Insurance benefits. (B/R 2/90)
 - g. Total hours of work required of a professional employee on each work day or work week. (B/R 2/90)
 - h. Total number of days worked required of a professional employee in a work year. (B/R 2/90)
 - i. Discharge and disciplinary procedures. (B/R 2/90)
 - j. Recognition clause. (B/R 2/90)
 - k. Deduction of dues for the recognized employee organization. (B/R 2/90)
 - l. Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter. (B/R 2/90)
 - m. Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements. (B/R 2/90)
 - n. General savings clauses. (B/R 2/90)
 - o. Duration of collective bargaining agreements. (B/R 2/90)
 - p. Safety of the employee. (B/R 2/90)
 - q. Procedures for reduction or addition in work force. (B/R 2/90)

2. All provisions of the University and Community College System of Nevada Code, institutional bylaws and all other policies, procedures, rules and regulations of whatever nature of the University and Community College System of Nevada, its member institutions or any other unit of the System, not specifically modified by the terms of any collective bargaining agreement made pursuant to this chapter, shall remain in force and effect unless and until modified by the appropriate System authority, which it may do at any time. (B/R 2/90)
3. Except as modified in collective bargaining agreement regarding the topics enumerated in paragraph 1 above, the board of Regents, in accordance with its authority under Article 11, Section 4 of the Nevada Constitution, has retained and will continue to retain, whether exercised or not, the sole right, responsibility, authority or prerogative to make rules for the government of the University and Community College System of Nevada and shall determine the mission, means, number and types of personnel, as well as the general policies of the University and Community College System of Nevada, its member institutions and any unit of the System including, but not limited to, those concerning academic, curricular, programmatic, financial and personnel matters. (B/R 2/90)

Section 14. Commencement of Negotiations

The recognized employee organization and the System's negotiating representatives designated by the Board of Regents shall promptly commence negotiation upon receipt of notice as specified in Section 11 of this chapter. (B/R 2/90)

Section 15. Use of Mediator

During the course of negotiations, the parties may mutually agree to utilize the services of a mediator to assist them in resolving any dispute. If the parties agree to utilize a mediator, but are unable to agree on the identity of a mediator, either party may request from the American Arbitration Association, a list of seven potential mediators who have a background in postsecondary education. The parties shall, within three days after receipt of the list, select their mediator from this list by alternately striking one name until the name of only one mediator remains, who will be the mediator to consider the dispute in question. The employee organization shall strike the first name. The mediator shall have the authority to schedule meetings between the parties. The System and the employee organization each shall pay one half of the cost of mediation; however, each party shall pay its own costs incurred in the preparation and presentation of its case. (B/R 2/90)

Section 16. Selecting a Factfinder

1. If after 60 calendar days following receipt of notice of desire to negotiate, the parties have not reached agreement, and mediation, if undertaken, has been unproductive, either party may request that the dispute be submitted to an impartial factfinder for his findings and recommendations. These findings and recommendations are not binding on the parties. (B/R 2/90)
2. If the parties are unable to agree on an impartial factfinder within five calendar days after a request for submission of the dispute to a factfinder has been made, either party may request from the American Arbitration Association, a list of seven potential factfinders

who have a background in postsecondary education factfinding. The parties shall, within three calendar days, select their factfinder from this list by alternately striking one name until the name of only one factfinder remains, who shall be the factfinder to hear the dispute in question. The employee organization shall strike the first name. (B/R 2/90)

3. The System and the employee organization shall each pay one half of the cost of factfinding, but each party shall pay its own costs incurred in the preparation and presentation of its own case in factfinding. (B/R 2/90)
4. The powers of the factfinder selected are limited exclusively to an examination, report, and recommendations pertaining to the disputed subjects jointly submitted by the System and employee organization and the factfinder shall not address any other issue. (B/R 2/90)
5. The factfinder shall report his findings and recommendations only to the parties joining in submittal of the dispute. These findings and recommendations shall be in writing and shall be delivered within 30 calendar days after the conclusion of the factfinding hearing. The factfinder is prohibited from disclosing his findings and recommendations, including public media disclosure, without the prior written consent of the parties originally submitting the dispute to his jurisdiction.
6. If, during the course of factfinding hearing,
 - a. It appears that the financial ability of the System to comply with a request is a substantial issue; and (B/R 2/90)
 - b. The legislature is then in a session at which appropriation of money for the support of the System or authorization of expenditures by the System may be made, the hearing shall be stayed until the expiration of ten days after the adjournment sine die of the legislature. (B/R 2/90)

Section 17. Recommendation of Factfinder

1. Any factfinder shall base his recommendation on the following criteria:
 - a. A preliminary determination shall be made as to the financial ability of the System, based on existing available revenues, to comply with the request of the employees' organization, and the reasonableness of such request, and with due regard for the obligation of the university to provide instruction, research and public services at a System level and instruction at a community college level; (B/R 2/90)
 - b. A comparison shall be made of the annual income and benefits of the professional employees in question with the annual income and benefits of professional employees with like or similar qualifications, skills, training and experience performing the same or similar work under the same or similar working conditions in comparable institutions; (B/R 2/90)
 - c. A consideration shall be made of the impact on and consistency of treatment of such proposals on the other employees of the System; and (B/R 2/90)
 - d. The interest and welfare of the public. (B/R 2/90)

2. The factfinder's written report shall state the facts upon which he based his recommendation.

Section 18. Deadlock

1. If the parties have negotiated in good faith and have been unable to reach an agreement, and have utilized the factfinding procedure and are still unable to resolve their differences and negotiate a settlement within 45 calendar days of receipt of the factfinder's report, a negotiation deadlock shall be considered to exist.
2. When a negotiation deadlock exists, the report of the factfinder may be made public by either party along with any statements issued by the employee organization or the Board of Regents. (B/R 2/90)
3. Within ten calendar days of release of the factfinder's report, the parties shall again meet and attempt to reach an agreement.
4. Nothing in this chapter shall be interpreted as requiring either the employee organization or the Board of Regents to agree to a settlement. (B/R 2/90)

Section 19. Strikes; Lockouts

1. The Board of Regents finds as facts:
 - a. That some of the services provided by the System are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety, and welfare of the people of the State of Nevada; (B/R 2/90)
 - b. That the continuity of such services is likewise essential, and their disruption incompatible with the responsibility of the state to its people, and;
 - c. That every person who enters or remains in the employment of the System accepts the facts stated in paragraphs a. and b. as an essential and non-negotiable condition of his or her employment. (B/R 2/90)
2. The Board of Regents therefore declares it to be the public policy of the University and Community College System of Nevada that strikes against the System are contrary to these regulations. (B/R 2/90)
3. The Board of Regents acknowledges that the facts noted above must also lead to the conclusion that it would be contrary to public policy for the Board of Regents to prohibit its employees to work by virtue of a "lockout" and pledges that no "lockout" shall occur. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to work shall not be deemed a lockout under the provisions of this section. In the event of a lockout the System shall be liable to the employee organization for reasonable damages. In no event shall these damages exceed the wages which would have been earned had the employees not been locked out. (B/R 2/90)

Section 20. Injunctions

If a strike occurs or is threatened against the System, the System may apply to a court of competent jurisdiction to enjoin such strike. The application shall set forth the facts constituting the strike or threat to strike. (B/R 2/90)

Section 21. Violations

If a strike or violation is commenced or continued in violation of a court order issued pursuant to Section 20, the System may, in conformity with due process as specified in a collective bargaining agreement, if such collective bargaining agreement exists, or in conformity with the University and Community College System of Nevada Code if a collective bargaining agreement is not in existence: (B/R 2/90)

1. Dismiss all or any of the employees who participate in such strike or violation;
2. Cancel the contracts of employment of all or any of the employees who participate in such strike or violation;
3. Cancel any existing collective bargaining agreement with the employee organization participating, or whose members are participating, in such strike or violation and refuse to bargain or negotiate with such organization until a new election has been held in conformity with this chapter. (B/R 2/90)
4. In the case of any strike, slowdown, or other suspension of work not authorized by the employee organization, its officers or agents, the Board of Regents declares that such violation shall not cause the employee organization, its officers or agents, to be liable for damages; provided the employee organization complies fully with the following:
 - a. The employee organization's obligation to take action shall commence immediately upon receipt of notice from the eC

hancellor

 that a violation has occurred.
 - b. Immediately upon receipt of such notice the responsible employee organization representative shall immediately notify in writing those employees responsible for or participating in such violation, and also talk with those same employees, stating to them that
 - (1) their action is in violation of these regulations, subjecting them to discharge or discipline;
 - (2) the employee organization will not oppose their discharge or discipline;
 - (3) the employee organization has not authorized the strike, slowdown, or suspension of work and does not approve or condone it;
 - (4) the employee organization instructs the employees to return to work immediately.
5. If the due process hearing procedures of a collective bargaining agreement or the University and Community College System of Nevada Code provide for the participation of professional employees of the collective bargaining unit involved and, if, as a result of the strike or violation, such professional employees neglect, refuse or fail to participate

in such due process hearing procedures, the System may utilize professional employees from any institution of the System to participate in such due process hearing procedures. (B/R 2/90)

Section 22. Suspension of Striking Employees

If a strike occurs in violation of this chapter, the System may immediately suspend from its payroll all participating employees. Such suspension shall be in conformity with due process. Such payroll moneys shall not be recoverable by the employees involved but shall revert to the governmental fund or accounts from which they are derived. (B/R 2/90)

Section 23. System Prohibitions

It is prohibited for the System or its designated representatives to: (B/R 2/90)

1. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under this chapter;
2. Dominate, interfere, or assist in the formation or administration of any employee organization;
3. Discriminate in regard to hiring or any term or condition of employment in order to encourage or discourage membership in any employee organization;
4. Discharge or otherwise discriminate against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this chapter, or because he has formed, joined or chosen to be represented by any employee organization;
5. Refuse to bargain collectively in good faith with an employee organization as required by this chapter.

Section 24. Employee Prohibitions

It is prohibited for an employee of the System, or for an employee organization or its designated agents to: (B/R 2/90)

1. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under this chapter;
2. Cause or attempt to cause the System or any of its representatives to discriminate in regard to hiring or any term or condition of employment in order to encourage or discourage membership in any employee organization; (B/R 2/90)
3. Refuse to bargain collectively in good faith with the System as required by this chapter if the employee organization is designated as the bargaining agent for the unit. (B/R 2/90)
4. Discriminate against any employee because of membership or nonmembership in any employee organization. (B/R 2/90)

Title 4 - Codification of Board Policy Statements

Chapter 5

GRADUATE ASSISTANTS OR FELLOWS

Section. 1 Definitions

1. Graduate Assistant - to include the subcategories of Teaching Assistant and Research Assistant, or any other appropriate title.
2. Graduate Fellow - to designate individuals receiving a stipend that would be treated as a scholarship (i.e., with no specific duties required for such awards).

(B/R 12/79)

Section 2. Appointment

1. Assistantships are available within the UCCSN to graduate students at the universities or state college. (B/R 12/02)
2. Appointments to such assistantships shall be approved by the president of the institution concerned.
3. Assignment of responsibilities shall be defined by the department concerned and approved by the institutional president.
4. Salary shall be approved by the president, in conformity with the salary schedule established by the Board of Regents. No later than Fall 2004 and unless waived by the graduate assistant, the cost of student health insurance, provided by an insurer approved by the institution, shall be included in the salary amount. (B/R 6/03)
5. Normally, appointments shall be made either for the academic year or for 12 months; however, appointments may be offered for a shorter period to fill vacancies created by resignations or by establishment of temporary positions. (B/R 2/90)
6. A full-time graduate assistantship is based on a 20-hour work week; however, appointments may be offered for less time with salary and grant-in-aid determined proportional to the commitment of time. If the graduate assistantship is for a 12-month period, the additional conditions of work for the summer months and the semester break must be stipulated in the contract. Graduate students who are appointed and paid as full-time graduate assistants are normally not eligible for additional employment in the University and Community College System of Nevada. The appointment as a graduate assistant, coupled with the academic load necessary to hold the assistantship, ~~are~~ is considered to be a full-time commitment. Any exceptional circumstances thought to justify limited secondary employment within the UCCSN must be submitted with a request in writing for advance approval from the Dean of the Graduate School. (B/R 6/03)
7. The number of graduate assistantships authorized by the Board of Regents may be found in the annual work programs for each institution. Additional temporary graduate assistantships may be authorized by the institutional president.

8. Procedures to be followed in obtaining authorization to offer a contract as a graduate assistant shall be established by the institutional president and published in the institutional administrative manual. (B/R 6/85)

(B/R 5/72)

Section 3. Limit on Teaching

- ~~1. Graduate teaching assistants may teach no more than two courses per semester. Guidelines concerning teaching limitations for graduate assistants shall be established by the Board.~~

(B/R 8/70)

- ~~2. First year graduate assistants without prior teaching experience are to be assigned tasks to assist a professor; that is, grading papers, proctoring examinations, serving as laboratory assistants, leading discussion groups of a subdivided class. (B/R 6/85)~~

- ~~3. First year graduate assistants will be expected to complete, during their first year, a special teaching methods course if they are to teach during their second year. First year graduate assistants may also teach under the supervision of a professor or director while concurrently taking a teaching methods course. (B/R 8/86)~~

- ~~4. Second and third year graduate assistants, after evaluation by their departments, are to be allowed to teach courses following the prescribed course syllabus, in conformity with standards adopted by the department, and at a level determined by the department as appropriate for each individual.~~

(B/R 3/71)

Section 4. Grants-in-Aid for Tuition and Fees

1. Graduate assistants may receive a grant-in-aid for the payment of tuition and a specified portion of the registration fees proportional to the semester salary. (B/R 6/85)
2. Provision of a grant-in-aid does not automatically entitle the recipient to other University privileges, such as faculty status or Nevada resident status. (B/R 6/85)
3. A graduate assistant who is under contract for the academic year and who remains enrolled in a degree program may receive a grant-in-aid for the payment of a specified portion of the registration fees for the summer session immediately prior to or immediately following the effective date of his contract. In the event a contract has not been signed, a written statement from the department chairman that an appointment has been offered will constitute sufficient evidence to obtain a grant-in-aid for the summer session. (B/R 9/91)
4. A graduate assistant at the universities or state colleges who, in order to complete degree requirements by September has to register for credits of thesis in the summer session, may receive a grant-in-aid for the payment of a specified portion of the registration fees for that summer session as a condition of employment during the previous academic year. (B/R 12/02)

5. As a condition of employment, graduate assistants may receive a waiver of the capital improvement fee proportional to the semester salary received. (B/R 5/72)

Section 5. Special Graduate Assistant Appointments

1. Appointments as "Graduate Assistant - Special" are available under extraordinary circumstances where no other category is appropriate, including but not limited to the following:
 - a. Former students who have just completed a doctorate and are completing a project started while a student;
 - b. A graduate student who does not fit the normal assumptions used for graduate assistants. (B/R 6/85)
2. These positions will not be subject to the adopted salary schedule, or eligible for any fringe benefits of graduate assistants except those itemized on their individual contracts.
3. Such employees will not be included with regular graduate assistants for calculation of average salary or compensation.
4. Such employees will usually be paid from non-appropriated funds, and will usually not be subject to renewal.
5. This category will not be used if a regular graduate assistant appointment would be appropriate.
(B/R 9/75)

Title 4 - Codification of Board Policy Statements

Chapter 6

CLASSIFIED STAFF OF THE UNIVERSITY

Section 1. Definition

Classified staff are employees of the University and Community College System of Nevada working in positions defined in accordance with the state classified system.

Section 2. Personnel Policies

1. The Board of Regents has adopted the personnel policies, procedures, and regulations for the UCCSN classified staff as established by the Nevada State Personnel Division but reserves the right to establish supplemental policies as the Board deems appropriate.
2. Each appointing authority shall be responsible for administering the personnel policies and regulations for the classified staff in accordance with the *Nevada Administrative Code*, the State Administrative Manual, Board of Regents *Handbook*, Chancellor's Memoranda, division administrative manuals, and any other applicable laws and policies.
3. Selected divisions of the UCCSN may, by action of the Board of Regents, be exempted from the regulations of the state classified system.

Section 3. Monetary Awards

Monetary awards for classified staff may be awarded at the discretion of each UCCSN institution for recognition of exceptional service pursuant to a written policy approved by the ~~p~~President. State-appropriated funds may not be used for this purpose.
(B/R 10/02)

Title 4 - Codification of Board Policy Statements

Chapter 7

RESIDENT PHYSICIANS, RESIDENT DENTISTS, AND POSTDOCTORAL FELLOWS

Section 1. Definition - Resident Physicians and Resident Dentists (B/R 4/99)

1. Resident physicians and resident dentists (hereinafter referred to as ~~R~~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. (B/R 4/99)
2. Faculty of the School of Medicine and 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's offices, and other health care facilities throughout the State of Nevada. Therefore, while on University of Nevada contract, Residents may rotate outside the School of Medicine and 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. (B/R 4/99)

Section 2. Appointment - Resident Physicians and Resident Dentists (B/R 4/99)

1. Annual appointments shall be approved by the ~~p~~President ~~of UNR~~ or designee. (B/R 12/03)
2. Responsibilities to be performed shall be defined by the involved department or program of the University of Nevada School of Medicine or School of Dental Medicine. (B/R 4/99)
3. Salaries to be paid shall be approved by the ~~p~~President ~~of UNR~~ or designee. (B/R 12/03)
4. Appointments usually shall be issued annually for the University fiscal year; however, appointments may be offered for a shorter period to fill vacancies created by terminations or by the establishment of a temporary position.
5. Work hours will be determined by the needs of patients cared for by the Residents in addition to specific departmental assignments.

6. Procedures to be followed for the offering of contracts to Residents shall be established by the institutional ~~p~~President and published in the institutional administrative manual.
7. Contracts are subject to modification during the fiscal year for Residents as Residents rotate between hospitals and other institutions. In such cases, the Residents may be paid during the interim period by other institutions or continued on contract at the University of Nevada, depending on the inter-institutional arrangements and the needs of the residency program.
8. Contracts for Residents may be terminated by the University of Nevada 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 School of Medicine or 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 School of Medicine and School of Dental Medicine. (See due process statement of the School of Medicine.) (B/R 12/03)

Section 3. Salary Schedule - Resident Physicians and Resident Dentists

The salary schedule for Residents shall be recommended by the Dean of the School of Medicine or School of Dental Medicine and approved by the respective pPresident ~~of UNR~~. A copy of the salary schedule for Resident Physicians and Resident Dentists will be provided to the Chancellor's Office on an annual basis. (B/R 12/03)

Section 4. Benefits - Resident Physicians and Resident Dentists (B/R 04/99)

1. Annual leave of up to 15 days at full salary per year will be available starting July 1 of each year. There is no carry-over of annual leave from one year to the next year and Residents shall not be paid for any unused annual leave upon termination of employment. Annual leave shall be taken at a time approved or directed by the supervisor.
2. Sick leave will be granted as required, up to 15 days at full salary, available at any time during the initial 12 months of service. Beginning 12 months after the starting date of his or her contract, the Resident will begin to accrue additional sick leave at a rate of 1-1/4 days per full month of service to add to any remaining balance of unused sick leave from the first 12 months of service. Sick leave may be accrued from year to year not to exceed 15 work days at the last day of each month. Residents shall not be paid for any unused sick leave upon termination of employment. Residents may use accumulated sick leave for temporary disabilities, which includes child bearing. Unpaid child rearing leave may be requested by either parent up to a maximum of one year. Request for child rearing leave must be accompanied by a statement from a qualified professional source if there is a medical or psychological need for the parent to be given leave. Residents ~~s Physicians~~ are also entitled to the leave benefits provided in federal and state law including the Family and Medical Leave Act of 1993.

3. Funds to pay for group health and life insurance, unemployment compensation coverage, or other group insurance plans will be provided to the Residents by the agency that provides the salary funds for the Resident.
 4. Effective January 1, 1993, Residents will participate in a 403(b)-retirement plan, with contributions of 6.2% of salary, made by both the employer and the Residents.
 5. Residents will be covered under the state's workers compensation program and Medicare.
 6. Malpractice insurance will be provided by the University and/or Veterans Administration while Residents are on contract with the University of Nevada. After contract termination, the insurance policy will cover the Residents' contracted activities during the contract.
 7. Grants-in-aid for tuition and fees will not be provided by the University.
 8. Resident Physicians and Dentists with appointments of half time or more, along with the spouse and dependent children, will be considered in-state Residents for tuition purposes.
- (B/R 12/03)

Section 5. Definition - Postdoctoral Fellows

A Postdoctoral Fellow appointment is a temporary advanced scholarly appointment of at least 50%. It is a specialized education and training position in research or scholarship under the direction of a faculty sponsor(s) established for the Postdoctoral Fellows' continuing education and professional growth. (The Postdoctoral Fellow is not precluded from applying for any grant, contract or postdoctoral training grants or nationally competitive postdoctoral fellowships permitted under guidelines of the research office of each institution.)

(B/R 12/03)

Those persons excluded from the postdoctoral status are registered full-time students, candidates for a degree, visiting scholars who are not at the University for the purpose of receiving further training, or anyone who does not meet the above definition.

The Postdoctoral Fellow appointment serves to advance the competence of a person who has recently completed higher professional training marked by a doctoral degree.

Section 6. Appointment - Postdoctoral Fellows

1. Completion of a doctoral degree in the appropriate discipline is required.
2. Employing departments shall ascertain that prospective appointees meet all eligibility requirements prior to the commencement of appointment. It is the department's responsibility to obtain and forward to the Office of Human Resources an official transcript of the highest degree.
3. All decisions of the academic departments will be made without regard to race, color, creed, religion, sex, national origin, age, disability, veteran's status, sexual orientation

or other factors, which cannot be a lawful basis for providing an opportunity for additional training.

4. If the appointee is not a U.S. Citizen, it is the department's responsibility to document the appointee's eligibility to work as a Postdoctoral Fellow in the United States in accordance with the Bureau of Citizenship and Immigration Services (BCIS) rules, prior to the desired start date of employment.
5. The duration of Postdoctoral Fellow appointment will, in most cases, be one year or two, and may not exceed five years.
6. Salaries will be negotiated between the Postdoctoral Fellow and the faculty sponsor from whom the individual receives advanced training, in accordance with the postdoctoral salary policy developed by the individual institutions of UCCSN. Job requirements, annual evaluations, and any salary increases will be in accordance with postdoctoral policies developed by the individual institutions of UCCSN.
7. Appointments shall be recommended through appropriate administrative channels. The Office of Human Resources will be responsible for monitoring all appointments in compliance with the policy established for Postdoctoral Fellows. Appointments usually shall be issued annually for the fiscal year; however, appointments may be offered for a shorter period. Contracts termination policies for Postdoctoral Fellows will be developed by the individual institutions and may allow for contract termination at any time with thirty days notice.

(B/R 12/03)

Section 7. Benefits - Postdoctoral Fellows

1. Annual leave with pay will be accrued at 1-1/4 working days per full month of continuous service. Part-time Postdoctoral Fellows shall be granted a pro rata amount of annual leave. Annual leave may be accumulated up to a maximum of 15 work days at the last day of each month. Earned annual leave shall be taken at a time approved or directed by the supervisor. Postdoctoral Fellows shall not be paid for any unused annual leave upon termination of employment.
2. Sick leave with pay will be granted as required, up to 15 days at full salary, available at any time during the initial 12 months of service. Beginning 12 months after the starting date or his or her contract, the Postdoctoral Fellow will begin to accrue additional sick leave at a rate of 1-1/4 working days per full month of service to add to any remaining balance of unused sick leave from the first 12 months of service. Part time Postdoctoral Fellows shall be granted a pro-rata amount of sick leave. Sick leave may be accrued from year to year, not to exceed 15 work days at the last day of each month. Postdoctoral Fellows shall not be paid for any unused sick leave upon termination of employment.
3. The UCCSN group health insurance plan will be provided to postdoctoral fellows.
4. Effective January 1, 2004, Postdoctoral Fellows will participate in a 403(b) retirement plan with contributions of 6.2% of salary, made by both the employee and the employer. No contribution is made to Social Security by employee or employer.

5. All Postdoctoral Fellows will receive workers compensation coverage paid by the employer and Medicare coverage with contributions of 1.45% of salary made by both the employer and employee.
 6. All Postdoctoral Fellows will be issued an I-D-identification card denoting their status as a Postdoctoral Fellow, which shall entitle them to privileges as specified by each institution. Fees are assessed in accordance with institutional policy.
 7. Grants-in-aid for tuition and fees will not be provided by the UCCSN institution.
 8. Postdoctoral Fellows with appointments of half time or more, along with the spouse and dependent children, will be considered in-state residents for tuition purposes.
- (B/R 12/03)