

**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA
PROCEDURES AND GUIDELINES MANUAL**

CHAPTER 8

For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.

Sections 1-13.
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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA
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CHAPTER 9

For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.

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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA
PROCEDURES AND GUIDELINES MANUAL**

CHAPTER 10

For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.

Section 1. Purchasing Policy

Basic Purchasing Procedure. Except for personal/consultant services involving technical, professional or specialized skills or training and as noted in 5.c., all materials, supplies, equipment, services, and construction shall be purchased from the lowest responsive and responsible bidder after giving due consideration to price, quality, availability, conformance to specifications, financial capability and service. The Purchasing Division of each Business Center shall develop policies for obtaining personal/consultant services involving technical, professional or specialized skills or training.

- a. Single or conglomerate purchases from a single vendor, the estimated cost of which is \$25,000 or more shall be purchased after the Purchasing Department: (B/R 10/02)
 - (1) advertises for bids at least once in a newspaper of general circulation in the area of the campus to be supplied and not less than four (4) calendar days prior to opening bids;
 - (2) gives written notice to pertinent vendors on the "vendors list";
 - (3) publicly opens, reads aloud and records sealed bids at the time and place so advertised.

- b. A contract of any nature may be entered into without advertising when the estimated amount required to perform the contract is less than \$25,000: (B/R 10/02)
 - (1) if the estimated amount required to perform the contract is \$10,000 or more, but is less than \$25,000, requests for quotes must be solicited from two or more responsible vendors capable of performing the contract, if available; (B/R 8/04)
 - (2) the Purchasing Department shall maintain a record of all written requests for quotes and responses received, in accordance with the University and Community College System of Nevada Policy covering record retention;
 - (3) and nothing in this section prohibits the advertising for or requesting of bids for purchase of any dollar amount. (B/R 10/02)

- c. Except as noted below, all other purchases shall be made by the Purchasing Department after following generally accepted purchasing procedures for the economical and timely procurement of materials, supplies, equipment, services and construction.

Proprietary single or sole source items may be purchased without reference to the above bidding procedures.

- (1) Purchasing may solicit and accept advantageous trade-in allowance for personal property which has been determined to be of no further use to the Business Center and may award any bid to the bidder submitting the lowest net bid after deduction of such trade-in allowance.
- (2) Supplies, materials or equipment which can be purchased at any court-ordered auction, closeout, bankruptcy or other similar sale may be made by the Purchasing Department or their authorized representative and at a reasonable savings over the cost of like merchandise and below market cost of the area, a contract or contracts may be let or purchase made without complying with the requirements for competitive bidding. Documentation for such purchase or acquisition must be made for record and approved by the Chief Business Officer of the institution.
- (3) Once Purchasing has advertised for or requested formal bids or proposals in letting a contract and no responsive and responsible bids or proposals were received, Purchasing may negotiate a contract with reasonably interested parties without further need for competitive bidding.
- (4) Contracts which by their nature are not adapted to award by competitive bidding including contracts for such items or services which may only be contracted from a single or sole source; conventions; workshops; seminar rooms; special functions, purchase of perishable goods; books; subscriptions; library materials; and
- (5) Nothing in this section prohibits advertising for or requesting bids.

(B/R 6/91)

- d. With the written permission of the Chief Business Officer of the institution involved, a contract may be instituted in an "emergency" situation by waiving the necessary advertising or bidding requirements of this chapter. In any such case, a full written record shall be made of the circumstances. An emergency is defined as one which:

- (1) results from the occurrence of a disaster such as, but not limited to, fire, flood, hurricane, riot, power outage or disease; or
- (2) may endanger the health, safety or welfare of the students, faculty, staff or public if not immediately resolved.

- e. Livestock purchases for College of Agriculture programs may be made by the Dean of the College without reference to the Purchasing Department.

- f. Purchases in excess of \$10,000 of specially selected hay for use by the College of Agriculture in research or experimental tests may be made after solicitation of three written quotes.
- g. Capital Construction.

Any new construction, repair, improvement, or reconstruction on land, appurtenances and buildings of the University and Community College System of Nevada, the estimated cost of which is \$25,000 or more, which is intended for long-term, continued use or which extends the useful life of a capital asset, is deemed a capital construction project.

Upon the request of a campus of the University and Community College System of Nevada, the State Public Works Board may delegate to that campus any of the authority granted to the State Public Works Board pursuant to *Nevada Revised Statutes* (NRS) 341.141 to NRS 341.148, inclusive. (B/R 10/02)

A contract for a capital construction project for the University and Community College System of Nevada may be entered into without advertising for sealed bids if the estimated cost to perform the contract is less than \$100,000. (B/R 10/02)

- (1) If the estimated amount for performing the contact is more than \$25,000, but is less than \$100,000, requests for firm written quotations must be solicited from not less than three responsible bidders capable of performing the contract. The University and Community College System of Nevada may award the contact to the lowest bidder or reject all quotations. Nothing in this section prohibits the advertising for or requesting of bids for purchase of any dollar amount. (B/R 10/02)
- (2) Such projects over \$100,000 shall be advertised in a newspaper of general circulation in the area of the campus where the work is to be performed and not less than four (4) calendar days prior to opening bids. (B/R 9/99)
- (3) Separate sealed bids for each capital construction project are required.
- (4) Approved plans and specifications for the capital construction project must be on file at a place and time stated in the advertisement for the inspection of all persons desiring to bid thereon and for other interested persons.
- (5) The institution may accept bids on either the whole or part of the construction, equipment and furnishings, and may let separate contracts for different and separate portions of any project, or a combination contract for structural mechanical and electrical construction if savings will result to the lowest bidder.
- (6) The provisions of subsection (g) apply to all capital construction projects funded in whole or in part by state appropriations. (B/R 10/02)
- (7) An agreement for a capital construction project, funded totally from non-appropriated sources, may be entered into with a contractor that satisfies any qualifications required by the UCCSN institution. Nothing in this requirement prohibits applying the provisions of subsection 1.5. (g). (B/R 10/02)

- (8) Before any contract for a capital construction project exceeding \$35,000, or as otherwise specified in *Nevada Revised Statutes* 339.025, is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor:
- a. A performance bond in an amount to be fixed by the contracting body, but not less than 50 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The bond must be solely for the protection of the UCCSN, which awarded the contract.
 - b. A payment bond in an amount to be fixed by the UCCSN, but not less than 50 percent of the contract amount. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.

(B/R 10/02)

- (9) One or more surety companies authorized to do business in the State of Nevada must execute each of the bonds required pursuant to this section. Of the contracting body is the State of Nevada or any officers, employee, board, bureau, commission, department, agency or institution thereof, the bonds must be payable to the contracting body. (B/R 10/02)

- (10) Each of the bonds must be filed in the office of the UCCSN institution that awarded the contract for which the bonds were given. (B/R 10/02)

- (11) Nothing in this section prohibits a contracting body from requiring bonds. (B/R 10/02)

- h. Joinder (or Mutual Use of Contract) Capability – With the agreement of the vendor, the UCCSN may join, or mutually use, the contracts or pricing agreements of appropriate federal, state, and local entities and consortiums. Where the UCCSN uses the original contract in order to obtain quantity pricing or other competitive discounts, the original contract is not liable for the obligations of the UCCSN. The requirements for competitive quotations and/or formal bidding may be considered satisfied through the use of the joinder contracts, including federal/state/local contracts, consortium agreements, and the educational pricing agreements. (B/R 8/04)

Sections 2-7.

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Section 8. Contracts – Preparation and Approval of Contracts (formerly Chancellor’s Memorandum No. 02-04)

I. FREQUENTLY ASKED QUESTIONS

Q 1 What is a contract?

A A contract is an agreement between two or more persons (or entities) that creates an obligation to do or not to do a particular thing. Its essential components are competent parties (persons or entities legally capable of contracting), subject matter (the purpose of the contract), a legal consideration (the inducement to contract, usually money or something of value, but also including mere promises to perform something or refrain from doing something), mutuality of agreement (all parties must voluntarily enter the contract) and mutuality of obligation (all parties are obligated to do something or not to do something they otherwise have a right to do).

Labels do not control whether a contract exists or not. The following, which are not meant to be all-inclusive, are all contracts if they constitute an agreement between two or more persons that creates an obligation to do or not to do a particular thing:

- a contract;
- an agreement;
- a lease;
- a rental agreement;
- a letter or memorandum of intent;
- a letter or memorandum of agreement;
- a letter or memorandum of understanding;
- an employee separation agreement;
- a facility use agreement;
- an education affiliation agreement;
- a purchase order;
- a grant;
- a grant agreement.

Q 2 Why must the procedures provided here in be followed?

A A contractual obligation is a legal obligation. Signing a contract is a very serious step which, depending on the terms of the contract, could put the UCCSN in a position of considerable liability—sometimes political, sometimes from a public relations standpoint, but most often of a financial nature. The policies established by the Chancellor’s Office have been developed in order to try to limit financial liability from lawsuits that might arise from improperly written contracts. The established policies serve important interests of the Board of Regents, and it is essential that they be followed by UCCSN officers and employees.

Q 3 Are student government contracts governed by the policies established herein?

A Yes. Student governments are an integral part of the UCCSN and the institutions in which they are established and, therefore, contracts they may enter into are subject to the contract policies established by the Board of Regents, the Chancellor, and the Presidents of their institutions.

Q 4 Are contracts with performing artists governed by the policies established herein?

A Yes. Contracts with performing artists are contracts with the UCCSN and, therefore, are subject to the same policies and procedures established by the Board of Regents, the Chancellor, and the Presidents of the institutions. If a standard form contract is used that has been approved by the general counsel's office, it may be approved at the institutional level.

Q 5 Are employment contracts for head coaches of athletic teams governed by the policies established herein?

A Yes. Contracts with head coaches are contracts with the UCCSN and, therefore, are subject to the same policies and procedures established by the Board of Regents, the Chancellor, and the Presidents of the institutions. Due to NCAA requirements, there are additional clauses in the employment contracts for head coaches that are not found in other employment contracts. Additional governing policy is contained in the UCCSN Code, Section 5.4.2 (b) and (c).

Q6 Are internal contractual agreements between UCCSN entities subject to the policies established herein?

A As the UCCSN is a single legal entity, the need for oversight regarding agreements or understandings between units within the System is lessened in comparison to contractual agreements between the UCCSN and external legal entities. Accordingly, internal agreements between units within the UCCSN do not require the Chancellor's signature, unless otherwise required by Board of Regents' policies. These agreements, nevertheless, are subject to any policies that have been adopted at the institution level for the review and approval of contracts. A standard form agreement may be found in herein for general use. Please note, however, that Chancellor's Memorandum #97-1 sets guidelines for inter-institutional agreements related to sponsored programs.

Q 7 Why should I have to send my contract to the Chancellor's Office at all? Why can't the President sign it?

A As the Board of Regents Bylaws state (Article III, Section 1), "The exclusive control and administration of the University (and Community College System of Nevada) is vested by the Constitution of the State in an elected Board of Regents." One corollary of this is that the contracting party for any UCCSN contract is the Board of Regents – not the universities, community colleges, state college, Desert Research Institute, or schools, colleges, centers, departments, or any other administrative sub-unit of an institution of the UCCSN.

To be valid, the agreement should state that it is entered into by the **BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA, on behalf of _____** (*insert name of institution, followed by specific college or other sub-unit of the institution, if necessary*).

Similarly, the signature block should read:

**THE BOARD OF REGENTS OF THE UNIVERSITY AND
COMMUNITY COLLEGE SYSTEM OF NEVADA, on behalf of
(name of institution and college or sub-unit, if necessary)**

By: _____
Chancellor (*or appropriate title if signature authority has been delegated*)

The Chancellor signs the contract as the contracting officer for the University and Community College System of Nevada. The Chancellor's authority is derived from the Board of Regents Bylaws, Article VII, Section 3, which states that:

"The Chancellor is the Chief Executive Officer and Treasurer of the University and Community College System of Nevada, and is responsible for the financial management and coordination of the administration of the University and Community College System of Nevada and for the implementation of the Board's policies. The Chancellor may delegate any of the duties of the office unless expressly prohibited by Board policy.

"Duties are prescribed by the Board of Regents and include the following:

* * *

"(h) To serve as contracting officer for the University and Community College System of Nevada and to execute all contracts and other instruments on behalf of the University unless authority has been expressly retained by the Board of Regents or delegated elsewhere."

Q 8 Does the President of a UCCSN institution have to review a contract before it is sent to the Chancellor for signature?

A Yes. It is the policy of the Chancellor that any contract sent to the Chancellor for signature must first be recommended by the President of the appropriate institution or the President's designee. The purpose of this policy is to ensure that no institution will commit the Board of Regents or the institution to a binding contract without the knowledge of the institution's chief administrative officer.

Q 9 If a contract has been sent to the Chancellor for signature and the Chancellor is absent, is there a way for the contract to be signed anyway?

A Yes. During an absence from the office, the Chancellor has delegated signature authority as follows:

1. Vice Chancellor for Finance and Administration;
2. Vice Chancellor for Academic and Student Affairs; and
3. General Counsel.

Q10 What process must be followed in sending a contract to the Chancellor for approval?

A All contracts submitted for approval must contain the following:

- 1) A signature block for the Chancellor
- 2) Flags on all pages requiring the Chancellor's signature
- 3) One extra, flagged copy marked "Chancellor's copy" or "System copy"
- 4) An addressed return envelope (with postage if campus mail is not used)

Whenever possible, contracts should be sent to the Reno office of the Chancellor, to allow for proper tracking of documents received.

Q 11 How much time should generally be provided for review and signature by the Chancellor?

A Contract officers should normally anticipate a two-week time period for processing at the Reno System office. When a contract is received by the Chancellor's Office, it undergoes tracking and review by the General Counsel's Office prior to signature by the Chancellor. Questions about the status of a particular contract should be directed to the General Counsel's Office in Reno.

Q 12 Which contracts MUST ALWAYS be sent to the Chancellor for signature?

A Contracts that must always be sent to the Chancellor for signature are:

1. All contracts that must be approved by the Board of Regents by law. These include, but are not necessarily limited to:
 - (a) the sale or purchase of real property or the long-term lease of real property owned by the UCCSN, including easements over real property (NRS 396.430). "Long-term" is defined as in excess of four years.

NOTE A: The lease of UCCSN property for specific, one-time events need not be approved by the Board of Regents and is excluded from the requirements

of this paragraph, but may otherwise be subject to the requirements set forth later herein.

NOTE B: Contracts as described in (a) above must be placed on a Board of Regents agenda for approval.

2. All contracts with an open-ended or indefinite term.
3. All contracts that provide for the hiring of outside attorneys for legal services.
4. Except for standard form federal grants and contracts and for UCCSN purchase orders, all contracts:
 - (a) which require consideration (cash, property, or services) valued in excess of Four Hundred Thousand Dollars (\$400,000), calculated by adding the total cumulative payments, delivery, or performance over the entire term of the contract,¹ OR
 - (b) which are for terms in excess of four years or which provide the right to renew for terms that exceed four years in the aggregate.
- NOTE:** The presence of either condition is enough to require that the contract be signed by the Chancellor.
5. All contracts which, in the judgment of the President of a UCCSN institution, have such a serious political, social, or financial impact on the UCCSN or the public that the Board of Regents' or the Chancellor's review is necessary.
6. All other contracts for which signature authority has not been delegated by the Chancellor as provided for herein.

Q 13 What contracts can be signed by the President?

A As noted previously in Question 7, the Board of Regents Bylaws authorizes the Chancellor to delegate certain contract-related responsibilities.

Except for those contracts identified in Question 12 which must always be sent to the Chancellor for signature, and except as may be otherwise provided in these procedures, the Chancellor hereby delegates signature authority for the following contracts to the Presidents of the UCCSN institutions or to the Presidents' designee.

1. Consideration of Four Hundred Thousand Dollars (\$400,000) or Less and Terms of Four Years or Less

¹ For example: a lease for \$15,000 per month for a three-year term would cumulatively total \$540,000 and, therefore, would require the Chancellor's signature.

All contracts (including interlocal cooperative agreements, interlocal contracts, and standard form contracts):

- (a) which require consideration (cash, property or services) valued at Four Hundred Thousand Dollars (\$400,000) or less, calculated by adding the total cumulative payments, delivery or performance over the entire term of the contract,² AND
- (b) which are for terms of four years or less or which provide the right to renew for terms that do not exceed four years in the aggregate.

NOTE: Both conditions must be present before the contract can be signed at the institutional level.

2. Cost Overruns and Change Orders

Cost overruns or change orders which in the aggregate do not exceed 10 percent of the base contract amount.

3. Standard Form Federal Grants and Contracts

All standard form federal grant applications, grants, contracts, modifications, and release forms.

NOTE: Sub-contracts under approved federal grants and contracts are sometimes entered into with third parties to perform portions of the work or to provide materials. Because sub-contracts are executed at the institution level and are not subject to review and approval by the Chancellor, it is the institution's responsibility to maintain proper administrative oversight over the terms of any sub-contract.

4. Education Affiliation Agreements

All education affiliation agreements that do not exceed \$400,000 and/or four years in duration. All education affiliation agreements must have insurance and indemnification clauses that have been approved by the UCCSN Risk Manager and General Counsel. The insurance and indemnification clauses contained in the UCCSN standard form Education Affiliation Agreements are approved for use by all institutions and units.

5. Purchase Orders Issued by UCCSN

All purchase orders in which the purchase contract is awarded to the "lowest responsive and responsible bidder," in accordance with the purchasing policy set forth in Title 4, Chapter 10, of the Board of Regents Handbook are delegated to the Vice President for Finance at the appropriate institution or his or her designee.

² For example, a lease for \$10,000 per month for a three-year term would cumulatively total \$360,000 and, in conjunction with the fact that the lease is for less than four years, would therefore be a contract that could be signed by the President or designee.

Exceptions to the established purchasing policy must be presented to the Board of Regents for approval.

6. Intra-Institutional Contracts or Agreements

Agreements between UCCSN entities that do not exceed \$400,000 and/or four years in duration. These agreements are, however, subject to any policies that have been adopted at the institutional level pertaining to the review and approval of contracts/agreements.

Q 14 How does the President delegate his or her signature authority to another person?

A The President may delegate his or her signature authority on contracts, providing that such delegation is made in writing and is specific to a position rather than to a person. A copy of the written delegation of signature authority shall be kept by the institution in a secure and accessible location or established archive for inspection and audit purposes.

In the case of System units housed on UCCSN campuses – such as System Computing Services – the delegation of signature authority for applicable contract documents shall be delegated by the Chancellor to the appropriate vice Chancellor in charge of the System unit.

Q 15 What is the policy on delegated signature authority when standard form contracts are used?

A Included herein are several UCCSN standard form contracts. These contract forms may be used by all UCCSN institutions. Electronic copies of the forms may be obtained from the Chancellor's Office.

If a UCCSN standard form contract is used and the consideration for the contract is for a value of Four Hundred Thousand Dollars (\$400,000) or less AND for a contract term of four years or less, the authority to sign the contract is delegated to the President or the President's designee, as provided herein. However, if the consideration for the UCCSN standard form contract is for a value in excess of Four Hundred Thousand Dollars (\$400,000) OR a contract term in excess of four years, it must be signed by the Chancellor.

Q 16 If an institution's President or the President's designee is absent, is it possible to have another person in the institution sign a contract which has been otherwise delegated for signature authority to the President or the President's designee?

A In cases where the person who has been delegated signature authority for a particular type of contract may be absent from the institution, he or she may redelegate signature authority to another person for the period of his or her absence. Such re-delegation must be in writing and designate a specific timeframe.

Q 17 If there is any doubt as to who has authority to sign a contract, what should be done?

A When there is doubt as to who has the authority to sign a contract, the contract should be sent through appropriate channels to the President for transmittal to the Chancellor for signature.

Q 18 Who must sign modifications to existing contracts?

A If the contract contains language specifically permitting authority to modify a contract, the original signatory may sign the modification. If the original signatory is not available, then the contract amendment may be signed by another person to whom such signature authority has been properly delegated. A written contract can only be amended by amendments, which are signed by all parties to the original contract. However, if the modifications raise the contract amount in excess of \$400,000 and/or extend the term of the contract to more than four years, the contract must be forwarded to the Chancellor for signature.

Q 19 Who is authorized to sign notices of termination on behalf of the System for contracts that contain a provision that they are cancelable upon written notice to the other party?

A The person who was authorized in the original contract to send or receive notices. If no one is so designated, then the person who signed the contract on behalf of the UCCSN may sign a notice of termination.

Q 20 Must employee separation agreements be sent to the Chancellor for review?

A Yes. The Chancellor and general counsel must ensure that such agreements have the proper release language contained in them before they are executed.

Q 21 What is the effect of a contract that is signed without the proper signature authority?

A Any contract which is signed in violation of the policies stated herein is void and of no effect whatever. Any person who signs a contract in violation of these policies is subject to discipline up to and including termination and any other available remedies at law.

Q 22 What are “hold harmless” clauses and why are they potentially dangerous?

A Many private contractors or state or local governmental agencies routinely insert a clause in their contracts that is worded something like this:

“The University of Nevada agrees to indemnify and hold harmless the John Doe Company (or the city of Gotham) from any and all claims and losses arising from the performance of this contract.”

However, the State’s self-insurance program, to which the UCCSN belongs, protects only against acts or omissions of UCCSN employees that occur within the scope of

public duty or employment and that are performed or omitted in good faith. By agreeing to a clause like the one above, the UCCSN would be agreeing to defend the John Doe Company or the City of Gotham from any and all claims and losses, whether or not caused by any fault of any UCCSN employee. In effect, by signing such a clause, the UCCSN would become the insurer of the other contractor. This is not permitted by the State of Nevada.

In addition, under Nevada law (NRS 41.035), the UCCSN's liability for personal or property injury is Fifty Thousand Dollars (\$50,000) per cause of action. By signing such a hold-harmless clause without reference to this limitation, the UCCSN may open itself up to the argument that it has waived its Fifty Thousand Dollar (\$50,000) limitation on personal or property damage claims.

Therefore, if the other contracting party insists upon a hold-harmless clause, the statement that is acceptable to the UCCSN and the State of Nevada is one that states:

"To the extent limited in accordance with NRS 41.0305 to NRS 41.039, (*Institution**) shall indemnify, defend, and hold harmless (*name of other party*) from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by (*Institution*) or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. (*Institution*) will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. (*Institution's*) indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$50,000.00 per cause of action."

**Or other appropriate term representing the Board of Regents, the UCCSN, or one of the institutions of the UCCSN as used in the contract.*

It is recognized that contracts that are written by the other party may not have a "hold-harmless" clause that follows exactly the required form. Provided such hold-harmless clauses state that they are conditioned "To the extent limited in accordance with NRS 41.0305 to NRS 41.039," and provided they are limited to the acts or omissions in the course and scope of the public duties of the UCCSN and its officers, employees or agents, such language is acceptable. If a hold-harmless clause does not have this language, then it must be added before the contract is signed, and any language to the contrary stricken.

Except as provided below, no other form of hold-harmless clause than the statement provided above shall be authorized or accepted by the UCCSN. Contracts containing hold-harmless clauses using language other than that stated above will not be approved or signed by the Chancellor or the Chancellor's designee, nor should such other hold-harmless clauses be placed in the contracts signed at the institutional level except as provided herein. Other persons who have been delegated contract signature authority under this procedure are not authorized to sign any contracts containing a hold-harmless clause that is not in the form stated in this procedure or as otherwise approved as provided below. The attached standard form agreements have indemnity language that is approved for use.

There will be no exceptions to this policy except as stated in this procedure and except as specifically authorized by the General Counsel for good cause shown.

NOTE: It is not generally the policy of the UCCSN to volunteer to put a hold-harmless clause in a contract that benefits the other party to the contract. Only where the other party requests such a clause should it be included. Also, whenever a hold-harmless clause is required by the other party, then the UCCSN must insist on a mutual hold-harmless clause that benefits the UCCSN, its officers, and employees. Such a mutual hold-harmless clause should be in the following form:

“(Contracting party) shall indemnify, defend, and hold harmless UCCSN, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by (contracting party) or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.”

Q 23 How does insurance present a problem for UCCSN contracts?

A Unless an institution is prepared to pay expensive commercial insurance coverage, a contract provision that requires the UCCSN to have commercial general, business automobile, or professional liability insurance (other than medical malpractice) is not possible, as the UCCSN is self-insured for these coverages. The contractor should be informed of this and, if needed, a certificate of self-insurance may be supplied by the UCCSN Risk Manager. Contract terms that require the UCCSN to have commercial general and business automobile liability insurance must either be deleted from UCCSN contracts or, alternatively, the following language may be added in lieu of such provisions:

“The (Board of Regents, University, College or other appropriate name) is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039.”

Education Affiliation Agreements. The insurance and indemnification clauses in all education affiliation agreements must be approved by the UCCSN Risk Manager and the General Counsel. The language contained in the UCCSN standard form Education Affiliation Agreements is approved for use by all institutions and units. **NOTE:** The language for medical school and allied health affiliation agreements is not the same. Be sure the correct insurance or indemnification clauses are selected.

Independent Contractor Agreements. The UCCSN standard form Contract for Services of Independent Contractor includes an Insurance Schedule setting forth various types of insurance that may be required of contractors with the UCCSN. The insurance requirements for workers' compensation, commercial general, and business automobile liability are mandatory in all independent contractor agreements. Whether other insurance should be required will depend on the subject matter and circumstances of each contract. Contact the UCCSN Risk Manager with any questions regarding insurance provisions.

Q 24 What is the UCCSN policy on determining which state’s law applies to a contract?

A Contracts frequently provide that a contract is subject to the law of a particular state. It is the UCCSN’s policy that if a contract is to be performed in Nevada, the contract must be subject to Nevada law. If a contract is to be performed outside the State of Nevada, the UCCSN would still prefer that Nevada law apply to the contract, but has no objection if the law of the state where the contract is to be performed is applicable to the contract. The application of this section shall be subject to the guidance and approval of the General Counsel’s office as to whether this clause can be revised or eliminated in appropriate cases. The following language is recommended for choice of law:

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the ___Judicial District Court in and for the County of ____, State of Nevada, and (*name of contractor*) hereby expressly consents to the jurisdiction of said court.

Q 25 Is there special language that must be included in nuclear waste repository research grants or contracts?

A Yes. The location of a nuclear waste repository in Nevada is a highly controversial and politically charged issue. A number of highly placed public officials, as well as news media organizations, have criticized the UCCSN for entering into these contracts. The Board of Regents, however, has strongly supported the academic freedom of the UCCSN institutions and faculty to contract to perform research in this field.

The matter is complicated by the opinion of the Nevada Attorney General that by contracting with the United States Government or its contractors for research on the nuclear waste repository site, the UCCSN, as an instrumentality of the State of Nevada, may indirectly waive the State of Nevada’s objections to the location of a nuclear waste repository in Nevada. Although the UCCSN General Counsel is not persuaded by this argument, nevertheless, as a matter of prudence, the issue must be addressed in the UCCSN’s contracts.

Therefore, the following language must be included in every nuclear waste repository research contract (or grant) entered into between the UCCSN and the United States government or a contractor of the United States government:

“The parties to this contract expressly agree that neither the making or entering into of this contract, nor the terms, conditions or performance of this contract, shall be considered by the United States, the State of Nevada or any of their agencies, officers, employees or agents, either expressly or impliedly, directly or indirectly, or in any way whatsoever, as constituting the consent, permission or agreement of the State of Nevada or its legislature, agencies, officers, employees and agents to the location, establishment or creation of a nuclear waste repository site in Nevada.”

Q 26 Is there any provision which must be included in an open-ended or indefinite term contract?

- A** Yes. Every open-ended or indefinite term contract must contain a mutual no-cause cancellation or termination clause. An appropriate notification period should be included as part of the cancellation or termination clause.

It is also recommended that UCCSN institutions periodically review open-ended or indefinite term contracts on a regular basis to determine if the continuation or the cancellation of the contract is in order.

Q 27 Is there special language that must be included in the event of non-appropriation of funds?

- A** Yes. Every contract with a term beyond the current biennial budget cycle should have a clause allowing termination without penalties in the event the Legislature fails to provide funding for the contract obligation. The following language is recommended:

“In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to (*Institution*) of any kind whatsoever.”

Q28 What is “HIPPA?”

- A** “HIPPA” is an acronym for the federal Health Insurance Portability and Accountability Act of 1996. Contracts with certain health care entities or providers must contain provisions to ensure compliance with HIPPA healthcare privacy requirements. Contact the General Counsel’s Office to determine what language is needed.

Q 29 What are some of the other frequent problems that arise with UCCSN contracts?

- A** Sometimes a contract is simply ambiguous in its terms, indefinite as to time of performance, fails to state the consideration, fails to identify the parties, or fails in some other necessary element. No contract may be signed without resolving these matters.

Contract review exists for the purpose of protecting the UCCSN and its employees, not for the purpose of delaying a project or blocking payment for work already done. In this connection, it should be emphasized that work on a project should not be begun prior to the signing of a contract for that work.

Q 30 Can work begin on a project before a contract is formally signed?

- A** No, except with prior approval as discussed below, because it is possible that the beginning of work on a proposed contract would be interpreted by a court as constituting acceptance of the contract and, thus, binding upon the UCCSN, especially if the other party was aware that work was proceeding. Only the Chancellor, however, or the Chancellor’s designee in the specific instances defined in this policy document, has the authority to enter into contracts on behalf of the System. Therefore, such de facto

acceptance of the offer of the other contracting party may place the employee who thus accepts the offer in the position of being in violation of the Board of Regents Bylaws and policies.

There is, in addition, the risk that the other party did not understand the verbal agreement exactly as the UCCSN negotiator did and that, in the absence of a written instrument, disputes might arise as to some aspect of the work to be performed. Anyone who performs work without a valid contract runs the risk of not being paid.

The only exception to this policy is in specific instances where it is in the best interests of the institution to initiate the work before the contract is fully executed and where the institution has adopted a procedure for approval of the commencement of work before the contract is fully executed. In such cases, the institution must accept full financial responsibility should the contract not be executed or should payment from the outside source be denied.

Q 31 Where must copies of UCCSN contracts be filed?

A Copies of all contracts entered into by a UCCSN institution pursuant to a delegation of authority must be kept in a secure and accessible location at the institution in question or at an established archive. In addition, a copy of any contract signed by the Chancellor shall be kept at the Chancellor's Office or at an established archive.

Q 32 How many copies must be made of each contract?

A Institutions sending a contract to the Chancellor for signature must include one extra copy of the contract for the Chancellor's Office files that is marked "Chancellor's copy" or "System copy." Both copies must contain flags on all pages requiring the Chancellor's signature.

Q 33 How long must copies of UCCSN contracts be kept?

A Copies of UCCSN contracts must be kept for a period of no less than six years after the expiration of the contract.

II. CHECKLIST TO BE FOLLOWED FOR EACH CONTRACT

1. Does the contract reflect the Board of Regents as the contracting party, especially in the signature block?
2. Does the contract identify its purpose, the parties, the term of the contract, and the consideration to be paid, performed or promised?
3. Is the contract free of hold-harmless clauses or—if not—have you used, or obtained the consent of the other contracting party to use, the substitution of the UCCSN's wording of the hold-harmless clause?
4. Is the contract free of a commercial general and business automobile liability insurance requirement for UCCSN or—if not—have you used, or obtained the consent of the other contracting party to use, the addition of the UCCSN's self-insurance language? Have the insurance and indemnity clauses been approved by the UCCSN Risk Manager and General Counsel?
5. Does the contract require workers' compensation, commercial general, and business automobile liability insurance from the other party for at least the limits specified in this memorandum?
6. If the contract deals with nuclear waste repository research, does the contract contain the mandatory non-consent language required by Question 25 of this memorandum?
7. If the contract's term is open-ended or for an indefinite term, does the contract contain a mutual cancellation or termination clause with a stated time period for notice of cancellation?
8. Does the contract stipulate that it is subject to Nevada law?
9. If a contract is authorized to be signed by a UCCSN institution's President and the President has delegated his or her signature authority to another person, is there a written delegation of signature authority on file?
10. If a contract has been sent to the Chancellor for signature, has the contract been recommended for signature by the President or designee of the UCCSN institution? Have you included an extra copy of the contract for the Chancellor's Office files? Have you flagged all pages requiring the Chancellor's signature? Have you included an addressed return envelope?
11. If the contract term exceeds the biennial budget period, has a non-appropriation clause been included?

III. STANDARD CONTRACT FORM

Contract for Services of Independent Contractor

A contract between the Board of Regents of the University and Community College System of Nevada on behalf of *(Name of Institution)*, hereinafter referred to as ("*Board, University, College or other appropriate name*"), and *(Name of Contractor)*, hereinafter referred to as "Contractor."

PREAMBLE

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage the services of persons as independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of the *(Board, University, College or other appropriate name)*; and

WHEREAS, Contractor represents that it is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

1. This contract shall be effective from _____, to _____, unless sooner revoked by either party as set forth in Paragraph (2).

2. This contract may be revoked without cause by either party prior to the date set forth in Paragraph (1) provided that a revocation shall not be effective until _____ days after a party has served written notice of revocation upon the other party.

3. The parties agree that the services to be performed are as follows:

(Specifically describe in this space the services to be performed; or, when appropriate, describe in this space the finished product or result to be provided; or attach an exhibit or exhibits containing this information, label the exhibit or exhibits as Exhibit A, Exhibit B, etc., and then place the following statement in this space):

See Exhibit A (or B, etc.) attached hereto and which is made a part of this contract by reference thereto.

(Alternate Paragraphs No. 4 - Choose Only One)

4. Contractor agrees to provide the services set forth in Paragraph (3) for a total cost not to exceed \$_____, which cost includes travel and all other expenses incurred by Contractor in performance of this contract. *(Board, University, College or other appropriate name)* agrees to pay Contractor in installments as follows:_____

4. Contractor agrees to provide the services set forth in Paragraph (3) at a cost of \$_____ per _____ *(here set forth the hourly, daily, etc. rate at which the*

contractor agrees to perform the services exclusive of travel expenses) with the total cost not to exceed \$_____. (Board, University, College or other appropriate name) (agrees/does not agree: choose one) to reimburse Contractor for travel expenses reasonably incurred in the performance of this contract plus a per diem allowance of \$_____ per day while on travel status in performance hereof. (Board, University, College or other appropriate name) agrees to pay Contractor in installments as follows: _____

5. The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the _____ Judicial District Court in and for the County of _____, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

6. The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of the (Board, University, College or other appropriate name).

7. The books, records, documents, and accounting procedures and practices of the Contractor relevant to this agreement shall be subject to inspection, examination, and audit by the (Board, University, College or other appropriate name).

8. Any reports, studies, photographs, negatives, computer discs, or other documents or drawings prepared by Contractor in the performance of its obligations under this agreement shall be the exclusive property of the (Board, University, College or other appropriate name) and all such materials, if any, shall be remitted to the (Board, University, College or other appropriate name) by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials, if any, used for any purpose other than the performance of Contractor's obligations under this agreement without the prior written consent of the (Board, University, College or other appropriate name).

9. Contractor agrees to indemnify and save and hold harmless the Board of Regents of the University and Community College System of Nevada, the University and Community College System of Nevada, (the University, College, or other appropriate name), their agents, officers, and employees harmless from any and all claims, causes of action, or liability arising from the performance of this agreement by Contractor or Contractor's agents, officers, or employees.

10. Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the (Board, University, College or other appropriate name), the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

a. Final acceptance by the (Board, University, College or other appropriate name) of the completion of this contract; or

b. Such time as the insurance is no longer required by the (Board, University, College or other appropriate name) under the terms of this contract.

Any insurance or self-insurance available to the (Board, University, College or other appropriate name) shall be in excess of and non-contributing with any insurance

required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the (*Board, University, College or other appropriate name*), Contractor shall provide the (*Board, University, College or other appropriate name*) with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the (*Board, University, College or other appropriate name*) and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

Workers' Compensation and Employer's Liability Insurance

Contractor shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

Business Automobile Liability Insurance

- a. Minimum limit required: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Professional Liability/Errors & Omissions Insurance

Professional liability insurance is required only if the Contractor is performing work of a professional nature.

- a. Minimum limit required: \$1,000,000 per Claim
- b. Minimum limit required: \$3,000,000 Annual Aggregate
- c. Retroactive date: Prior to commencement of the performance of this contract.
- d. Discovery period: Three (3) years after termination date of contract.
- e. A certified copy of this policy is required.

Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

- a. Additional Insured: By endorsement to all liability policies, the (*Board, University, College or other appropriate name*) shall be named as additional insureds for all liability arising from the contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the (*Board, University, College or other appropriate name*).
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the (*Board, University, College or other appropriate name*). Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the UCCSN's Risk Manager.
- e. Approved Insurer: Each insurance policy shall be:
 - i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the (*Board, University, College or other appropriate name*):

- a. Certificate of Insurance: The Acord 25 Certification of Insurance form or a form substantially similar must be submitted to the (*Board, University, College or other appropriate name*) to evidence the insurance policies and coverages required of Contractor.
 - b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted to the (*Board, University, College or other appropriate name*), by attachment to the Certificate of Insurance, to evidence the endorsement of the (*Board, University, College or other appropriate name*) as additional insureds.
 - c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the (*Board, University, College or other appropriate name*), the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.
11. Access: Contractor agrees to provide (*Board, University, College or other appropriate name*) and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the (*Board, University, College*

or other appropriate name) and its officers or employees from claims or litigation arising from activities under this contract.

12. The parties agree that Contractor is an independent contractor and that this contract is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the contractor is not an employee of the (*Board, University, College or other appropriate name*), and:

There shall be no:

- (1) Withholding of income taxes by the (*Board, University, College or other appropriate name*);
- (2) Workers' compensation insurance provided by the (*Board, University, College or other appropriate name*);
- (3) Participation in group insurance plans which may be available to employees of the (*Board, University, College or other appropriate name*);
- (4) Participation or contributions by either the Contractor or the (*Board, University, College or other appropriate name*) to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the (*Board, University, College or other appropriate name*) if the requirements of NRS 612.085 for independent contractors are met.

It is further agreed that Contractor is not an employee of the (*Board, University, College or other appropriate name*) and is not entitled to any of the compensation, benefits, rights, or privileges of employees of the (*Board, University, College or other appropriate name*).

13. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

14. Written notices required under this contract shall be sent certified mail, return receipt requested, to:

(Insert name and address of contractor and name of contact person, if any)

(Insert name and address of institution and name of contact person)

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Dated: This _____ day of _____, 20__

BOARD OF REGENTS OF THE
UNIVERSITY AND COMMUNITY
COLLEGE SYSTEM OF NEVADA
acting on behalf of (*Insert name of Institution*)

(*Name of Contractor*)

By: _____
(signature)

By: _____
(signature)

(printed name)

(printed name)

(title)

(title)

Distribution: 1 copy for Institution
 1 copy for Contractor

IV. STANDARD FORM LEASE

Lease

THIS AGREEMENT, made by and between the Board of Regents of the University and Community College System of Nevada, on behalf of *(Name of Institution)*, hereinafter referred to as "Lessee," and *(Full Name and Address of other Contracting Party)*, hereinafter referred to as "Lessor";

WITNESSETH:

WHEREAS, Lessor is the owner of the premises described below; and

WHEREAS, Lessee desires to lease the described premises for the purposes contained herein;

NOW, THEREFORE, Lessor and Lessee agree as follows:

1.0 Premises:

For and in consideration of the premises, the rents reserved herein, the covenants and agreements herein contained, and other valuable consideration, Lessee does hereby hire and take from Lessor, and Lessor does hereby grant and lease to Lessee, that office and building space described in Exhibit A [**Note:** *Use the following phrase only if applicable* -- and the equipment and personal property described in Exhibit B], upon the terms and agreements and conditions following. Exhibit A (*and Exhibit B are*) is attached hereto and by this reference made a part hereof.

2.0 Terms:

The terms of this Lease shall be for a period of _____, beginning _____ and ending _____

3.0 Governing Law:

Lessor and Lessee agree that the laws of the State of Nevada shall govern the validity, construction, interpretation and effect of this lease. Any and all disputes arising out of or in connection with the lease shall be litigated only in the _____ Judicial District Court in and for the County of _____, State of Nevada, and *(name of other party)* hereby expressly consents to the jurisdiction of said court.

4.0 Rent:

4.1 Lessor reserves and Lessee agrees to pay as rent for the premises and equipment without notice or demand, to Lessor annual rent to the Lessor in the amount of _____ Dollars (\$ _____), in advance on the first day of every month covered by the terms of this lease, commencing _____, 20____. If any month of the lease term is less than a full calendar month, the rent for such month shall be prorated according to the number of days in that month.

4.2 During the term hereof Lessee may relinquish space [Note: *Use the following phrase only if applicable* - and associated equipment]. If space is relinquished, rent will be reduced on a pro rata basis according to the number of square feet occupied before and after such relinquishment.

5.0 Use of the Premises:

Lessee will use and occupy the premises for the purpose of _____ . Use for any other purpose is prohibited without first obtaining the written consent of Lessor therefor. Lessee will conform to and comply with all applicable municipal, state, and federal laws in using the premises, and will not use or suffer to be used the premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the premises.

6.0 Condition of Premises and Repairs:

Lessee has examined the premises prior to the execution hereof, knows the condition thereof, and acknowledges that Lessee has received the premises in good order and condition, and that no representation or warranty as to the condition or repair of the premises has been made by Lessor. At the expiration of the term of this Lease, or any renewal or extension thereof, Lessee will yield up peaceably the premises to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

7.0 Alterations, Additions and Improvements:

7.1 Lessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about the premises without first obtaining the written consent of Lessor therefore; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions, and improvements shall be done at Lessee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind whatsoever shall be created against or imposed upon the premises or any part thereof.

7.2 Alterations, additions, or improvements on or in the leased premises at the commencement of the lease term, and that may be thereafter erected or installed therein, shall become part of the premises and the sole property of Lessor, except that all moveable non-fixtures installed by Lessee shall be and remain Lessee's property and shall not become the property of Lessor.

8.0 Service to the Premises:

8.1 Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the premises. Items not checked shall not be the responsibility of either party.

8.1.2	<u>Lessor</u>	<u>Lessee</u>	
	()	()	Water
	()	()	Sewer
	()	()	Refuse Removal
	()	()	Gas
	()	()	Electricity
	()	()	Heating and Cooling Systems
	()	()	Janitorial Service and Supplies Outside the Premises
	()	()	Chilled Drinking Water
	()	()	Maintenance and Upkeep
	()	()	Carpeting
	()	()	Lighting Fixtures
	()	()	Intra-Institutional Telephone Service
	()	()	Telephone Installation, Service, Billing and Long Distance Charges
	()	()	Provide Fixtures and Equipment Necessary for the Conduct of Lessee's Business
	()	()	Redecorating and Painting

8.2 Lessee shall furnish and pay for any services or supplies not itemized above.

9.0 Lessor's Right of Entry:

Lessor shall have the right, at any reasonable time, to enter upon the premises to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the premises, providing such improvements, alterations, and additions are reasonably necessary or convenient to the use to which the premises are being put at the time, but at no time shall Lessor be compelled or required to make any improvements, alterations, or additions.

10.0 Assignment and Subletting:

This Lease shall not be assigned, subleased, or mortgaged in whole or in part without the written consent of Lessor.

11.0 Holding Over:

Lessee's holding or continued use or occupancy beyond the term of this Lease shall be construed as a tenancy from month to month at the same monthly rent and subject to the same conditions set forth in this Lease.

12.0 Condemnation:

12.1 In the event the premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, as of the date title shall vest in said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term of that portion of the rent reserved in the proportion that the premises remaining after the taking, damaging, or condemnation bears to the whole of the premises before the taking, damaging, or condemnation. All damages and payments resulting from said taking, damaging, or condemnation of the premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

12.2 In the event only a part of the premises is taken and the portion remaining is unsuitable or insufficient for Lessee's purposes, Lessee has the right or option to terminate the Lease as to the remaining portion by giving written notice to Lessor specifying the date of termination.

13.0 Destruction:

13.1 If at any time during the term of this Lease, or any extension or renewal thereof, the premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Lessee within the period of 30 days after the damaging event; and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, a just and proportionate part of the rental herein specified shall be abated until such premises shall have been rebuilt and repaired. In case, however, Lessor elects not to rebuild or repair said premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate.

13.2 In the event of termination of this Lease under the terms of clause 13.1, the Lessee shall have a reasonable period of time to vacate the premises.

13.3 All notices sent under the terms of this provision shall conform to the provisions of Section 20.0, "Modification," and Section 21.0, "Notice."

14.0 Code and Regulations:

Lessor shall be required to meet all federal, state, and local codes and regulations, including but not limited to OSHA. In addition, Lessor shall be required to:

14.1 Respond in writing to Lessee complaints within five (5) working days after receipt of a written complaint from Lessee.

14.2 Determine the cause of and remedy any building deficiencies.

14.3 Keep records of inspection, maintenance, and remedial actions and make such records available upon written request to Lessee management and the applicable regulatory agency.

15.0 Termination:

In the event Lessee fails to pay rent as required herein, Lessee shall be in default of this lease, which default must be cured or removed without notice within 15 days from the date of the rental payment as due and payable, or else Lessor may terminate this Lease forthwith in accordance with applicable law.

16.0 Default:

Lessor shall, on default with respect to any of the provisions of this Lease by Lessee except for the payment of rent, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms and conditions of the Lease by any other method available under the law.

17.0 Waivers:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

18.0 Binding on Heirs, Successors, and Assigns:

This Agreement shall be binding upon and inure to the benefit of their heirs, personal representatives, and permitted assigns, as applicable, of the Lessor and the Lessee.

19.0 Entire Agreement:

This Agreement (with its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following Section 20.0 on "Modification."

20.0 Modification:

This Lease may be amended at any time only upon mutual agreement in writing of the parties.

21.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO THE LESSEE:

TO THE LESSOR:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

22.0 Access:

Lessee has the right of reasonable ingress and egress and to parking facilities.

23.0 Discrimination:

In the use or occupancy of the premises Lessee will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, or handicap.

24.0 Quiet Enjoyment:

On payment of rents and performance of the covenants and agreements on the part of Lessee to be paid and performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all of the rights, privileges, and appurtenances granted herein.

25.0 Lessee's Insurance and Indemnification Provisions:

25.1 During the term of this Lease and any extension thereof, Lessee shall maintain in force Commercial General Liability insurance in the amount of \$_____ per occurrence and \$_____ Annual Aggregate or self insurance sufficient to cover the Lessee's liability under

NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

25.2 In accordance with the limitations of NRS 41.0305 to NRS 41.039, the Lessee agrees to indemnify and hold Lessor harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessee, its officers, employees, and agents under this Lease. Lessee's indemnity obligation in tort is limited to \$50,000 per cause of action in accordance with NRS 41.035. Lessee will assert the defense of sovereign immunity in all legal actions.

25.3 Lessee shall not be liable for claims arising out of the use of the common areas and parking lots.

25.4 Lessee agrees to provide property insurance on the building and contents if Lessee occupies the entire building, otherwise Lessor shall provide property insurance for the building and Lessor's contents.

25.5 Lessee shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessee by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

26.0 Lessor's Insurance and Indemnification Provisions:

26.1 The Lessor agrees to indemnify and hold Lessee harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessor, its officers, employees, and agents under this Lease.

26.2 Lessor shall, at Lessor's sole expense, procure, maintain, and keep in force for the duration of the Lease the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the Lessee, the required insurance shall be in effect at commencement of the Lease and shall continue in force as appropriate until the lease expires and Lessee vacates the premises.

Workers' Compensation and Employer's Liability Insurance

Lessor shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessor by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence

- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from

premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

26.3 Deductibles and Self-Insured Retentions: Insurance maintained by Lessor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lessee. Such approval shall not relieve Lessor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the UCCSN Risk Manager.

26.4 Approved Insurer: Each insurance policy shall be:

- a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- b. Currently rated by A.M. Best as "A- IX" or better.

26.5 Evidence of Insurance: Prior to the start of the Lease, Lessor must provide the following documents to the Lessee:

- a. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Lessee to evidence the insurance policies and coverages required of Lessor.
- b. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the Lessee, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein.

26.6 Waiver of Subrogation: Lessor and Lessee shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the premises or its contents, or the building regardless of whether such loss or damage is caused by the negligence of Lessee or Lessor, arising out of the peril or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Lessor or Lessee pursuant to this Lease shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Lessor or Lessee shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

26.7 Access: Lessor agrees to provide (*Board, University, College or other appropriate name*) and its insurer access and authority to investigate on site and to obtain such information from Lessor as may be required to defend the (*Board, University, College or other appropriate name*) and its officers or employees from claims or litigation arising from activities under this Lease.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____ 20____

LESSEE:

BOARD OF REGENTS OF THE
UNIVERSITY AND COMMUNITY
COLLEGE SYSTEM OF NEVADA
on behalf of (*Name of Institution*)

By: _____
(signature)

(printed name)

(title)

LESSOR:

(*Full legal name of Lessor*)

By: _____
(signature)

(printed name)

(title)

Distribution: 1 copy for Institution
1 copy for Lessor

Standard Form Lease, continued

Exhibit A

Description of Office or Building Space

Building Name
and Location: _____

Address: _____

Room Number(s): _____

Description: _____

Standard Form Lease, continued

(Use only if applicable)

Exhibit B

Description of Equipment or Personal Property

The following described equipment or personal property is leased to Lessee:

V. STANDARD FORM INSTRUCTIONAL FACILITY AGREEMENT

**Instructional Facility Agreement Between
(Name of Institution)**

(Name of Contractor)

THIS AGREEMENT entered into this _____ day of _____, 20____
by and between the Board of Regents of the University and Community College System of Nevada, on behalf of *(Name of institution)*, hereinafter referred to as *(“University, College, or appropriate name”)*, and *(Name of other Contracting Party Contractor)* hereinafter referred to as “Contractor.”

WHEREAS, the parties hereto desire to enter an agreement whereby the Contractor provides the facilities and instructors for the following program, course/courses or workshop of the *(University, College or appropriate name)*:

IT IS HEREBY AGREED AS FOLLOWS:

I.

The *(University, College, or appropriate name)* and the Contractor will, through the appropriate department, jointly plan for the establishment of the *(University’s, College’s, or appropriate name)* aforementioned program(s) and/or course(s) with the Contractor. The establishment of accepted standards of education, setting the *(University, College or appropriate name)* semesters of instruction, preparation of all instruction schedules and regulations, and the enrollment of students shall be the responsibility of the *(University, College, or appropriate name)* and shall be communicated to the Contractor in accordance with the above.

II.

The above referenced program(s) and/or course(s) will be scheduled from _____, 20__ through _____, 20__.

Contractor contracts with the *(University, College, or appropriate name)* to provide the facilities, equipment and qualified instructors for the purpose of conducting the above-mentioned program(s) or course(s) during such times as the Contractor and the *(University, College, or appropriate name)* jointly agree to schedule such program(s) and/or course(s).

The instruction period of each group of students shall be jointly determined.

III.

The maximum number of students assigned shall be jointly determined after consideration of the facilities, equipment, and of methods of instructions to be used.

IV.

All reasonable efforts will be made to insure that the (*University, College, or appropriate name*) complies with all applicable rules and regulations of the Contractor and observes professional ethics of the Contractor and its clients.

V.

Insurance Requirements: Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the (*University, College or other appropriate name*), the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- a. Final acceptance by the (*University, College or other appropriate name*) of the completion of this contract; or
- b. Such time as the insurance is no longer required by the (*University, College or other appropriate name*) under the terms of this contract.

Any insurance or self-insurance available to the (*University, College or other appropriate name*) shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the (*University, College or other appropriate name*), Contractor shall provide the (*University, College or other appropriate name*) with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the (*University, College or other appropriate name*) and immediately replace such insurance or bond with insurance or a bond meeting the contract's requirements.

Workers' Compensation and Employer's Liability Insurance

Contractor shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations,

- independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under contract.
- c. A separate General Aggregate limit shall apply to this project.

Business Automobile Liability Insurance

- a. Minimum limit required: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

- a. Additional Insured: By endorsement to all liability policies, except Professional Liability, the (*University, College or other appropriate name*) shall be named as additional insureds for all liability arising from the contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the (*University, College or other appropriate name*).
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by (*University, College or other appropriate name*). Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the UCCSN Risk Manager.
- e. Approved Insurer: Each insurance policy shall be:
 - i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the (*University, College or other appropriate name*):

- a. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the (*University, College or other appropriate name*) to evidence the insurance policies and coverages required of Contractor.
- b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted to the (*University, College or other appropriate name*), by attachment to the Certificate of Insurance, to evidence the endorsement of the (*University, College or other appropriate name*) as additional insureds.
- c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the (*University, College or other*

appropriate name), the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

VI.

Access: Contractor agrees to provide (*University, College or other appropriate name*) and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the (*University, College or other appropriate name*) and its officers or employees from claims or litigation arising from activities under this agreement.

VII.

There shall be no payment nor considerations, other than those provided in the agreement between the (*University, College, or appropriate name*) and the Contractor in connection with this education program.

VIII.

The (*University, College or appropriate name*) does not discriminate on the basis of race, religion, national origin, sex, marital status, status with regard to public assistance or disability in the admissions, employment, or operation of its educational programs.

IX.

It is agreed that the (*University, College, or appropriate name*) and the Contractor will derive the greatest benefit from this agreement by promoting the interests of each other, by evaluation, consultation and cooperation, and by interpreting the provisions of this agreement in the manner which shall best promote the interest of the student's educational program.

X.

The (*University, College, or appropriate name*) and the Contractor agree to the following charges as indicated below:

The Contractor agrees to furnish the space, equipment (if needed), and qualified instructor(s) for the specified time.

XI.

This agreement may be amended to include additional programs with notification and mutual consent of the participating parties. Such amendments must be in writing.

XII.

The Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this agreement without the prior written consent of the (*University, College, or appropriate name*).

XIII.

The parties agree that the Contractor is an independent contractor and that this agreement is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the Contractor is not a state employee. Employees of the Contractor shall not be considered employees of the State of Nevada nor of the (*University, College, or appropriate name*) and shall not be entitled to the employment benefits accorded to State employees in general and (*University, College, or appropriate name*) employees in particular.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first set forth above.

BOARD OF REGENTS OF THE
UNIVERSITY AND COMMUNITY
COLLEGE SYSTEM OF NEVADA
Acting on behalf of (*Name of Institution*)

By: _____
President (*Name of Institution*)

CONTRACTOR

By: _____ Date: _____
Name and Title

Distribution: 1 copy for Institution
1 copy for Contractor

VI. STANDARD FORM CLINICAL EDUCATION AFFILIATION AGREEMENT

Education Affiliation Agreement for Placement of Institution Students in a Clinical Experience at a Hospital/Facility or Other Facility

This Agreement is made between (*Full name and address of Institution*), hereinafter referred to as "Institution," and (*Full name and address of the Hospital/Facility or Facility*), hereinafter referred to as "Hospital/Facility."

RECITALS

- A. Hospital/Facility is the operator of an acute care Hospital/Facility; and
- B. Hospital/Facility has the capability to provide a site for (*medical/nursing*) teaching and practical experience; and,
- C. Hospital/Facility has made it a professional responsibility to assist in the educational experience of medical students by providing a medical Clinical Program; and,
- D. Institution is currently conducting (*medical/nursing/other*) programs for which it desires to obtain the assistance of Hospital/Facility to further the training and experience Institution's students can receive toward their educational objectives; and,
- E. Institution employs physicians/faculty interested in working at Hospital/Facility while retaining their status as employees of Institution.

TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Hospital/Facility agree as follows:

1.0 Purpose, Term, and General Policy of the Affiliation.

1.1 Institution and Hospital/Facility agree to affiliate and cooperate for their mutual benefit in order to provide a high standard of health and medical services to the public and to provide research and training programs for medical students, as well as greater service than would be possible without affiliating, through this Clinical Program. Each party may continue to provide professional or Hospital/Facility services outside of this affiliation.

1.2 This Agreement is for a term of ___ years beginning on _____, 20 __, and may be renewed by mutual written consent of the parties for an unlimited number of renewal terms of ___ years each.

1.3 Hospital/Facility seeks to achieve the following goals with this Agreement:

1.3.1 To improve the quality of care while providing an environment conducive to education;

1.3.2 To improve its recruitment ability;

1.3.3 To establish an affiliate clinical program consistent with the values and needs of Hospital/Facility.

1.4 Institution seeks to achieve the following goals with this Agreement:

1.4.1 To provide its students with the necessary clinical experience to prepare them for (*medical/nursing/other*) careers;

1.4.2 To provide its students and faculty with the opportunity to stay current in the (*medical/nursing/other*) field; and

1.4.3 To enhance and maintain strong ties to local Hospital/Facility.

1.5 Neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, the students and Faculty assigned to Hospital/Facility, or to any third party.

1.6 Hospital/Facility retains final responsibility for all aspects of patient care and assumes the responsibility to perform procedures that a student has not performed if the faculty cannot assume the responsibility.

1.6.1 Hospital/Facility may permit Institution faculty members to provide such patient services at Hospital/Facility as deemed necessary by Hospital/Facility for teaching purposes.

1.7 Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission on Accreditation of Health Care Organizations, the Department of Health and Human Services, and the State Department of Health and Rehabilitative Services, as well as their own respective institutional rules and regulations.

2.0 Annual Operating Plan.

2.1 The parties agree that each year they shall set forth a written operating plan which shall include:

2.1.1 The names and a table of organization showing all Institution and Hospital/Facility physicians and employees who are participating in this Clinical Program;

2.1.2 The duties of all persons providing services for the Clinical Program listed in section 2.1.1;

2.1.3 A description of all resources of Hospital/Facility to be utilized by Institution;

2.1.4 A description of all resources of Institution to be utilized by Hospital/Facility;

2.1.5 Billing procedures for the departments and divisions covered by this Agreement;

2.1.6 A list of the reports and records which the parties determine must be prepared for the Clinical Program;

2.1.7 Description of the quality assurance program to be followed by Institution and Hospital/Facility;

2.1.8 The clinical education programs to be provided and the starting and ending dates for each program;

2.1.9 The number, names, clinical assignment opportunities, and clinical assignment schedule for the students;

2.1.10 The name of the individual for each party who shall have authority to act for and on behalf of each party in all matters relevant to this Affiliation Agreement.

3.0 Curriculum.

3.1 It shall be Institution's responsibility to:

3.1.1 Establish and maintain for this clinical placement, curriculum standards and educational policies that meet Institution standards (*and applicable _____ licensing and accreditation requirements*);

3.1.2 Administer, organize, and operate the overall clinical placement educational program;

3.1.3 Provide course outlines to Hospital/Facility that include objectives, goals, and classes for each course providing clinical experience;

3.1.4 Provide Hospital/Facility with a copy of the Student Handbook, if any, that sets forth the rules governing student behavior.

3.2 It shall be Hospital/Facility's responsibility to:

3.2.1 Allow faculty and students to select and arrange Hospital/Facility learning experiences that meet clinical objectives;

- 3.2.2 Orient Hospital/Facility staff to the curriculum and encourage an atmosphere conducive to learning;
- 3.2.3 Provide Institution faculty with written policies, procedures, standards of care and protocols of Hospital/Facility, which Institution acknowledges shall govern Institution students and faculty involved in the clinical program;
- 3.2.4 Maintain its operating license and accreditation by the Joint Commission on Accreditation of Health Care Organizations and _____.

4.0 Program Coordination.

- 4.1 Institution and Hospital/Facility agree to work together to establish and maintain a quality Clinical Program. Hospital/Facility agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.
- 4.2 Institution shall provide a faculty member who will serve as liaison with Hospital/Facility personnel.
- 4.3 Institution and Hospital/Facility agree to provide representatives to form a Liaison Committee to meet (*monthly/bi-monthly*) to fashion, discuss, evaluate, and make recommendations to revise the Clinical Program experience at Hospital/Facility. Institution agrees upon request to provide representatives from Institution faculty to serve on Hospital/Facility committee(s) relevant to the Clinical Program.
 - 4.3.1 Institution representatives on the Liaison Committee shall be: (*insert titles of officials to serve on committee*).
 - 4.3.2 Hospital/Facility's representatives on the Liaison Committee shall be: (*insert titles of officials to serve on committee*).
- 4.4 Institution and Hospital/Facility agree to cooperate in planning hours of practice and selecting areas of clinical services so that all programs can benefit.
- 4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Hospital/Facility resources, or commit either to any particular action.

5.0 Clinical Faculty and Staff.

- 5.1 It shall be the responsibility of Institution to:
 - 5.1.2 Employ and assign to this Clinical Program only those physicians/employees who are State-licensed;
 - 5.1.3 Employ for this Clinical Program only administrative and instructional staff who meet the applicable qualifications;
 - 5.1.4 Discipline, terminate, reassign, and reinstate such personnel in its reasonable discretion;
 - 5.1.5 Provide Hospital/Facility with a faculty responsibility description;
 - 5.1.6 Assign to the Clinical Program only faculty who agree to follow Hospital/Facility rules and regulations even though they are not Hospital/Facility employees;
 - 5.1.7 Define a faculty dress code that meets the approval of Hospital/Facility;
 - 5.1.8 Provide representatives from Institution's faculty to serve on Hospital/Facility committee(s) at the request of Hospital/Facility;
 - 5.1.9 Provide evidence of appropriate specialty certification for each of its provided physician faculty members.
- 5.2 It shall be the responsibility of Hospital/Facility to:
 - 5.2.1 Provide Institution faculty with written policies, procedures, standards of care and protocols of Hospital/Facility;
 - 5.2.2 Employ medical, administrative, and direct patient care staff who are currently licensed to practice medicine in the State and who are qualified either

through experience and/or academically to uphold and demonstrate standards of medicine and medical care as established by Hospital/Facility;

5.2.3 Provide medical staff to assist students with clinical assignments.

6.0 Student Records and Student Participation in the Hospital/Facility Clinical Program.

6.1 Institution shall provide and maintain the following records and reports required by the Hospital/Facility for conducting the Clinical Program:_____.

6.2 Hospital/Facility agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the Clinical Program:_____.

6.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide guidance to Hospital/Facility with respect to complying with FERPA.

6.4 It shall be Institution's responsibility to:

6.4.1 Send to Hospital/Facility for clinical experience only those students who have met all Institution requirements and qualifications and who agree to follow Hospital/Facility rules and regulations;

6.4.2 Submit to Hospital/Facility, ____ weeks before the Clinical Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list ____ weeks after Institution's add/drop registration period ends;

6.4.3 Ensure that students attend a Hospital/Facility orientation session during the first month of clinical experience at Hospital/Facility;

6.4.4 Notify students of their assignments with Hospital/Facility;

6.4.5 Provide Hospital/Facility, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the student in the Clinical Program;

6.4.6 Define the mechanisms for students reporting on- and off-duty;

6.4.7 Define and help enforce student dress codes that meet the approval of Hospital/Facility;

6.4.8 Provide Hospital/Facility with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Clinical Program:

6.4.8.1 (e.g., CPR, immunizations);

6.4.9 Upon request and in compliance with FERPA, provide responsible Hospital/Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.

6.5 It shall be Hospital/Facility's responsibility to:

6.5.1 Advise Institution of the number of students who can be accommodated at Hospital/Facility;

6.5.2 Provide orientations to acquaint students with Hospital/Facility facilities, policies, procedures, Hospital/Facility faculty and staff, and the needs of individuals and/or groups with whom the students will be working;

6.5.3 Provide written evaluations to students ____ weeks into the academic term and ____ weeks after the conclusion of the academic term;

6.5.4 Provide emergency treatment in the event of accident or illness to students while in Hospital/Facility for the Clinical Program, such care to be provided at the students' expense;

6.5.5 Maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the Facility and its care, direct and indirect, of patients.

6.6 Institution and Hospital/Facility agree:

6.6.1 That any student who becomes injured or ill shall receive medical diagnosis and attention;

6.6.2 That any Student who does not meet the health criteria established by Hospital/Facility cannot be assigned to Hospital/Facility. Hospital/Facility has the right, at any time, to request health status reports on students;

6.6.3 That Institution will not be responsible for the ultimate performance of students at Hospital/Facility.

6.7 Student participation in Clinical Program shall be for ____ academic terms.

6.8 The students shall not be compensated for their participation in the Clinical Program.

7.0 Clinical Facilities.

7.1 The Hospital/Facility agrees to provide:

7.1.1 Adequate facilities for the Clinical Program;

7.1.2 Space for reference materials for students;

7.1.3 An area where students may gather together for social and educational meetings, including meals, status conferences, etc;

7.1.4 With its best efforts, conference rooms, classrooms, dressing rooms, and locker space for students and Institution faculty involved in the Clinical Program.

8.0 Relationship Between the Parties.

8.1 Institution and its employees (physician and non-physician) shall not be employees of Hospital/Facility, and shall not hold themselves out as employees of Hospital/Facility. Nothing in this Agreement is intended or shall it be construed to create a joint venture relationship, a lease, or a landlord/tenant relationship.

8.2 Employees of Hospital/Facility shall not be considered and shall not hold themselves out to be employees of Institution.

8.3 Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits on behalf of its employees.

8.4 Neither party shall engage in direct purchasing or otherwise contract any liability on behalf of, or charge the credit of, the other.

8.5 Should the Internal Revenue Service or any other governmental agency question or challenge the independent contractor status of Institution, Hospital/Facility, or its employees, both Hospital/Facility and Institution, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions or negotiations are initiated.

8.6 Hospital/Facility shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of practicing privileges and of membership on Hospital/Facility staff.

8.7 Institution shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of its faculty/employees, in accordance with Institution policies and procedures.

8.8 The parties acknowledge that each participates in various third-party payment programs and agree to fully cooperate with the other by providing assistance to meet all requirements for participation and payment.

9.0 Insurance.

9.1 Hospital/Facility shall, at Hospital/Facility's sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect prior to the commencement of work by Hospital/Facility and shall continue in force as appropriate until the latter of:

9.1.1 Final acceptance by Institution of the completion of this Agreement; or

9.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.

9.2 Any insurance or self-insurance available to Institution shall be excess of and non-contributing with any insurance required by Hospital/Facility. Hospital/Facility's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Hospital/Facility shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Hospital/Facility has knowledge of any such failure, Hospital/Facility shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

9.2.1 Workers' Compensation and Employer's Liability Insurance

Hospital/Facility shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

9.2.2 Commercial General Liability Insurance

a. Minimum limits required:

\$1,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

9.2.3 Business Automobile Liability Insurance

a. Minimum limit required: \$5,000,000 combined single limit per Occurrence for bodily injury and property damage.

b. Coverage shall include owned, non-owned, and hired vehicles.

c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

9.2.4 Professional Liability/Errors & Omissions Insurance

a. Minimum limit required: \$1,000,000 per Claim.

b. Minimum limit required: \$3,000,000 Annual Aggregate.

c. Retroactive date: Prior to commencement of the performance of this Agreement.

d. Discovery period: Three (3) years after termination of Agreement.

e. A certified copy of this policy is required.

9.2.5 Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

9.2.6 General Requirements

- a. Deductibles and Self-insured Retentions: Insurance maintained by Hospital/Facility shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Hospital/Facility from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the UCCSN Risk Manager.
- b. Approved Insurer: Each insurance policy shall be:
 - i) Insured by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - ii) Currently rated by A.M. Best as "A- IX" or better.

9.3 Institution shall maintain, at its own cost and expense, professional liability insurance covering Institution as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to Hospital/Facility upon request. This provision shall in no way be considered a waiver of Institution's right to raise the defense of sovereign immunity under NRS 41.0305 to NRS 41.039, which right Institution specifically reserves. Torts claims against physicians/employees are limited to \$50,000.00 per cause of action by the provisions of said professional liability insurance and by NRS 41.035. Torts claims against students are limited to \$50,000.00 per cause of action by the provisions of said professional liability insurance.

9.4 Institution shall carry Workers' Compensation and Employer's Liability Insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

9.5 During the term of this Agreement and any extension thereof, Institution shall maintain in force Commercial General Liability Insurance in the amount of \$_____ per occurrence and \$_____ Annual Aggregate or self-insurance sufficient to cover the Institution's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

10.0 Access.

Contractor agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

11.0 Indemnification

11.1 Hospital/Facility shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, employees and from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Hospital/Facility or any of its medical

staff, employees, or the residents which may occur during or which arise out of the performance of this Agreement.

11.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Hospital/Facility, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement, and limited to the extent of the professional liability insurance limits set forth in paragraph 9.3 hereinabove. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Institution, its officers, and employees are limited to \$50,000.00 per cause of action.

11.3 In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

11.4 This Article shall continue beyond termination or expiration of this Agreement.

12.0 Termination of the Agreement.

12.1 This Agreement may be terminated without cause upon providing at least ___ days' written notice to the other party prior to the beginning of the next academic term. Such termination must not affect students affiliated with Hospital/Facility for the academic term in which notice is given.

12.2 This Agreement may be terminated for cause by the non-offending party, as follows:

12.2.1 In the event Institution or Hospital/Facility fails by omission or commission in any substantial manner to provide the services in accordance with this Agreement;
or

12.2.2 In the event either party becomes insolvent or has a bankruptcy petition filed against it; or,

12.2.3 In the event either Institution or Hospital/Facility or their staff fail to perform their duties hereunder causing imminent danger to patients or materially and adversely affecting the licensure or accreditation status of Hospital/Facility or Institution.

12.2.4 Such termination shall be effective upon written notice to the other.

12.3 This Agreement may be terminated by either party if the other party has substantially defaulted in the performance of any other obligation under this Agreement, if the terminating party first gives thirty (30) days written notice of the default, and the defaulting party has an additional ninety (90) days to cure the default, provided the defaulting party is proceeding to cure with diligence and has given written assurances to the non-defaulting party of the intent to cure.

12.4 Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination, obligations that are expressly extended beyond the term of this Agreement, including indemnification, and obligations made by Hospital/Facility with respect to any student.

13.0 Non-Discrimination and Compliance with Laws.

13.1 The parties agree in this clinical program to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age,

disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

13.2 The parties agree to comply with all state, federal, and local laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") and the Family Educational Rights and Privacy Act of 1974. The parties agree to enter into any supplementary agreement that may be required pursuant to the provisions of HIPPA.

14.0 Withholding.

With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

15.0 Entire Agreement; Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

16.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

17.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this agreement. Any and all disputes arising out of or in connection with the agreement shall be litigated only in the _____ Judicial District Court in and for the County of _____, State of Nevada, and Hospital/Facility hereby expressly consents to the jurisdiction of said court.

18.0 Assignment.

Nothing in this Agreement shall be construed to permit the assignment by Hospital/Facility or Institution of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either Institution or Hospital/Facility.

19.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution:

To Hospital/Facility:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

IN WITNESS WHEREOF, the authorized representative(s) of Hospital/Facility and of Institution execute this Agreement on this ___ day of _____, 20__.

INSTITUTION:
(Full Legal Name of Institution)

HOSPITAL/FACILITY:
(Full Legal Name of Hospital/Facility)

By: _____
(signature)

By: _____
(signature)

(printed name)

(printed name)

(title)

(title)

VII. STANDARD FORM EDUCATION AFFILIATION AGREEMENT

Education Affiliation Agreement

This Agreement is made between (*Full name and address of Institution*) hereinafter referred to as "Institution," and (*Full name and address of Placement Site*), hereinafter referred to as "Placement Site."

RECITALS

- A. Placement Site is capable of providing a site for teaching and practical experience; and,
- B. Placement Site has made it a professional responsibility to assist in the educational experience of (*university/college*) students and is interested in providing assistance in particular to Institution with its curricula; and,
- C. Institution is currently conducting (*teaching/other*) programs granting the degree(s) of _____ for which it desires a Placement Site to further the training and experience of Institution's students.

TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Placement Site agree as follows:

1.0 Purpose of the Affiliation.

1.1 Institution and Placement Site agree to affiliate and cooperate for their mutual benefit. Placement Site will provide a facility for Institution students to obtain appropriate, high quality (*practical/clinical*) training and experience ("*[name]* Program"), and Institution will provide students to support the mission and efforts of Placement Site. The overall intention is to provide training and service with greater success than would be possible without affiliating.

1.2 In particular, Institution seeks to achieve the following goals with this Agreement:

1.2.1 Provide its students with the necessary experience to prepare them for careers in _____;

1.2.2 Provide its students and faculty with the opportunity for professional interaction with practitioners to learn the newest techniques in the _____ field; and

1.2.3 Enhance and maintain strong ties to local (*type of Placement Site, e.g., schools*).

1.3 Placement Site seeks to achieve the following goals with this Agreement:

1.3.1 Improve the quality of (*teaching*) while providing an environment conducive to program and experiential training;

1.3.2 Improve its recruitment ability; and

1.3.3 Establish an affiliate (*clinical/other*) program consistent with the values and needs of Placement Site.

- 2.0 Responsibilities for the Academic Curriculum.
- 2.1 It shall be Institution's responsibility to:
- 2.1.1 Establish and maintain for this placement, curriculum standards and educational policies that meet Institution standards (*and applicable _____ licensing and accreditation requirements*).
- 2.1.2 Administer, organize, and operate the overall placement educational program;
- 2.1.3 Provide course outlines to Placement Site that include objectives, goals, and classes for each course providing (*clinical/other*) experience;
- 2.1.4 Provide Placement Site with a copy of the Student Handbook, if any, that sets forth the rules governing student behavior.
- 2.2 It shall be Placement Site's responsibility to:
- 2.2.1 Allow faculty and students to select and arrange Placement Site learning experiences that meet program objectives;
- 2.2.2 Orient Placement Site staff to the curriculum and encourage an atmosphere conducive to learning;
- 2.2.3 Provide Institution faculty with written policies, procedures, standards of care, and protocols of Placement Site, which Institution acknowledges shall govern Institution students and faculty involved in the (*clinical/other*) Program.
- 3.0 Program Delivery and Supervision.
- 3.1 It shall be Institution's responsibility to:
- 3.1.1 Employ administrative and instructional staff who meet the qualifications;
- 3.1.2 Provide Placement Site with a description of Institution faculty responsibilities;
- 3.1.3 Use only faculty who agree to follow Placement Site rules and regulations.
- 3.2 It shall be Placement Site's responsibility to:
- 3.2.1 Employ administrative and (*direct service/teaching*) staff who are currently licensed and who are qualified either through experience and/or academically to uphold and demonstrate standards of the Program as established by Placement Site;
- 3.2.2 Provide learning experiences under the supervision of qualified personnel that meet the experience standards of the following recognized professional accrediting agencies, State agencies, and the stated objectives of Institution's educational program:_____;
- 3.2.3 Provide Institution and participating students with current operational policies and procedures manuals relevant to the Program;
- 3.2.4 Provide staff to assist students with (*clinical/other*) assignments;
- 3.2.5 Provide opportunities for observations and practical experience conducive to the learning process of the students and to meeting the learning objectives of the Program and overall curriculum;
- 3.2.6 Provide time for Placement Site professionals to attend supervisory meetings and conferences called by Institution as part of the educational program;
- 3.2.7 Permit, as possible, the students to attend Placement Site regular, operational, and policy-making meetings.
- 4.0 Program Coordination.
- 4.1 Institution and Placement Site agree to work together to establish and maintain a quality Program. Placement Site agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

4.2 Institution shall provide a faculty member who will serve as liaison with Placement Site personnel.

4.3 Institution and Placement Site agree to provide representatives to form a coordinating committee to fashion, discuss, evaluate, and make recommendations to revise the Program experience at Placement Site. Institution agrees upon request to provide representatives from Institution faculty to serve on Placement Site committee(s) relevant to the Program.

4.4 Institution and Placement Site agree to cooperate in planning the hours of practice and selecting the areas of services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Placement Site resources or commit either to any particular action.

5.0 Term, Renewal, and Termination of the Agreement.

5.1 This Agreement is for a term of one (1) year beginning on _____, 20__.

5.2 This Agreement shall be renewed by mutual written consent of the parties, (executed before the end of the one-year term set forth in 5.1) for an unlimited number of renewal terms of ___ year(s) each.

5.3 This Agreement may be terminated upon providing at least ___ days' written notice to the other party prior to the beginning of the next academic term. Notwithstanding any such termination, any student already enrolled and participating in the Program shall have the right to fully complete the course.

6.0 Student Participation in Placement Site Program.

6.1 It shall be Institution's responsibility to:

6.1.1 Send to Placement Site for experience only those students who have met all Institution requirements and qualifications and who agree to follow Placement Site rules and regulations;

6.1.2 Submit to Placement Site, ___ weeks before the Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list ___ weeks after Institution's add/drop registration period ends;

6.1.3 Notify students of their assignments with Placement Site;

6.1.4 Provide Placement Site, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the students in the Program;

6.1.5 Define the mechanisms for students reporting on- and off-duty;

6.1.6 Define and help enforce student dress codes that meet the approval of Placement Site;

6.1.7 Ensure that students attend a Placement Site orientation session during the first month of experience at Placement Site;

6.1.8 Provide Placement Site with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Program:

6.1.8.1 (e.g., CPR, immunizations, specified courses.)

6.2 It shall be Placement Site's responsibility to:

6.2.1 Advise Institution of the number of students who can be accommodated at Placement Site;

6.2.2 Provide orientation sessions so all students can become acquainted with Placement Site facilities, policies, procedures, Placement Site faculty and staff, and the needs of individuals and/or groups with whom the students will be working;

6.2.3 Provide written evaluations to students ___ weeks into the academic term and ___ weeks after the conclusion of the academic term;

6.2.4 Provide emergency treatment in the event of accident or illness to students while in Placement Site for the program, such care to be provided at the students' expense.

6.3 Institution and Placement Site agree that:

6.3.1 Any student who does not meet the health criteria established by Placement Site cannot be assigned to Placement Site. Placement Site has the right, at any time, to request health status reports on students;

6.3.2 Institution will not be responsible for the ultimate performance of students at Placement Site.

6.4 Student participation in Program shall be for ____ academic term(s).

7.0 Facilities.

7.1 Placement Site agrees to provide:

7.1.1 Adequate facilities for the Program;

7.1.2 Space for reference materials for students;

7.1.3 An area where students may gather together for social and educational meetings, including meals, status conferences, etc.;

7.1.4 Whenever necessary, available conference rooms, dressing rooms, and locker space for students and Institution faculty involved in the Program.

8.0 Standards of Conduct; Discipline.

8.1 Institution and Placement Site agree that all students and faculty assigned to Placement Site must adhere to all the rules, regulations, and standards applicable to Institution and Placement Site, including rules of ethical and professional conduct as set forth in Institution's Student Handbook, the written policies, procedures, standards of care, and protocols of Placement Site, and _____.

8.2 Placement Site has the right to require Institution to withdraw a Program student in circumstances where:

8.2.1 Student's achievement, competence, progress, adjustment, or health does not warrant continuation at Placement Site; or,

8.2.2 Student's behavior fails to conform with the applicable regulations of Placement Site; and,

8.2.3 Placement Site provides the student with notice of the problem and an opportunity for the student individually to be heard before a final decision is made.

8.3 Placement Site, in any event, reserves the right to exclude from its premises any student whose conduct or state of health is deemed detrimental to the proper administration of Placement Site, provided Placement Site consults with and advises Institution's liaison prior to such exclusion.

9.0 Authority for Placement Site Operations.

Placement Site retains final responsibility for all aspects of Placement Site operations.

10.0 Student Records.

10.1 Institution shall provide and maintain the following records and reports required by Placement Site for conducting the Program: _____.

10.2 Placement Site agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the Program: _____.

10.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission

must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide Placement Site with guidance with respect to compliance with FERPA.

11.0 Insurance Requirements.

11.1 Placement Site shall, at Placement Site's sole expense, procedure, maintain, and keep in force for the duration of the Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect on or prior to the commencement of work by Placement Site and shall continue in force as appropriate until the latter of:

11.1.1 Final acceptance by Institution of the completion of this Agreement; or

11.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.

11.2 Any insurance or self-insurance available to Institution shall be excess of and non-contributing with any insurance required from Placement Site. Placement Site insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Placement Site shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Placement Site has knowledge of any such failure, Placement Site shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

11.3 Placement Site shall provide proof of Workers' Compensation and Employer's Liability Insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

11.4 Commercial General Liability Insurance

11.4.1 Minimum limits required:

\$1,000,000 General Aggregate

\$1,000,000 Products and Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

11.4.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under contract.

11.4.3 A separate General Aggregate limit shall apply to this project.

11.5 Business Automobile Liability Insurance

11.5.1 Minimum limit required: \$1,000,000 combined single limit per Occurrence for bodily injury and property damage

11.5.2 Coverage shall include owned, non-owned, and hired vehicles.

11.5.3 Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

11.6 Umbrella or Excess Liability Insurance

11.6.1 May be used to achieve the above minimum liability limits.

11.6.2 Shall be endorsed to state it is "As Broad as Primary Policies."

11.7 General Requirements

11.7.1 Deductibles and Self-insured Retentions: Insurance maintained by Placement Site shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Placement Site from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed

\$5,000.00 per occurrence, unless otherwise approved by the UCCSN Risk Manager.

11.7.2 Approved Insurer: Each insurance policy shall be:

- i) Issued by insurance companies authorized to do business in the State of Nevada; or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- ii) Currently rated by A.M. Best as "A- IX" or better.

11.8 Evidence of Insurance

Prior to the start of any work, Placement Site must provide the following documents to Institution:

11.8.1 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Institution to evidence the insurance policies and coverages required of Placement Site.

11.8.2 Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to Institution, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

12.0 Access.

Placement Site agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from contractor as may be required to defend Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

13.0 Withholding.

With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

14.0 Non-Discrimination.

The parties agree to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

15.0 Indemnification.

15.1 Placement Site shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Placement Site or any of its officers, employees, or agents which may occur during or which arise out of the performance of this Agreement.

15.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Placement Site, its officers, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign

immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Institution, its officers, and employees are limited to \$50,000.00 per cause of action.

16.0 Relationship of the Parties.

Placement Site is performing the services and duties required under this Agreement as an independent contractor and not as an employee, agent, partner or joint venturer with Institution.

17.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

18.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the _____ Judicial District Court in and for the County of _____, State of Nevada, and Placement Site hereby expressly consents to the jurisdiction of said court.

19.0 Assignment.

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

20.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution:

To Placement Site:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

(21.0 Counterpart Originals.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument.)

22.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

23.0 Intellectual Property.

Should any intellectual property be generated out of this Program or related research activities (such as patents, copyrights, and trade secrets), Placement Site agrees that the ownership and control of such property shall be controlled by Institution policies which are appended hereto as Attachment ____ and incorporated into this Agreement.

24.0 Entire Agreement; Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the authorized representative(s) of Placement Site and of Institution execute this Agreement on this ____ day of _____, 20__.

INSTITUTION:

PLACEMENT SITE:

(Full Legal Name of Institution)

(Full Legal Name of Placement Site)

By: _____
(signature)

By: _____
(signature)

(printed name)

(printed name)

(title)

(title)

Distribution: 1 copy for Institution
1 copy for Placement Site

VII. STANDARD FORM INTER-INSTITUTIONAL AGREEMENT

(See Chancellor's Memorandum #97-1 for guidelines and forms for inter-institutional agreements related to sponsored projects)

COOPERATIVE AGREEMENT

This cooperative agreement is made and entered into this by and between the (*name of institution*) and the (*name of institution*), both entities within the University and Community College System of Nevada.

WITNESSETH

WHEREAS, _____ desires for the _____ to provide _____ and _____

WHEREAS, the _____ is duly qualified and able to render the services as hereinafter described; and

WHEREAS, the _____ desires to provide the _____ with _____ services,

NOW THEREFORE, in consideration hereof, the parties hereto agree as follows:

Term of Agreement: The term of the agreement shall be from _____ through _____, with two (2) one-year renewals on a year-to-year basis by mutual agreement.

Service to be Provided: (*Describe work to be performed in detail*).

Compensation: _____ will be paid a total of \$ _____ for (*describe services to be provided*), which will commence _____ and end _____. Payment will be made on the first of each month (\$ _____/month).

Assignment: Neither the _____ nor any interest therein, nor claim there under, shall be assigned or transferred by the _____ unless expressly authorized in writing by the Director of Purchasing of _____ and the Director of _____. No such assignment or transfer shall relieve the _____ from its obligations and liabilities under the Agreement.

Binding: The parties agree that this Agreement shall be binding upon the _____ and upon _____, its partners, successors, executors, and administrators.

Compliance: _____ is required to comply with all OSHA, EPA, ADA, HIPPA, FERPA, NCAA, and other relevant state and federal standards, codes, and regulations that may apply.

Default: In case of default by _____, _____ reserves the right to hold the _____ responsible for any actual expenses incurred.

Entire Agreement: This Agreement, together with the other appendices hereto, constitutes the entire Agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties with respect to the subject matter hereof, whether expressed or implied, and shall bind the parties unless the same be in writing and signed by the parties. The

parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement, except as in this Agreement expressly set forth.

Force Majeure: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or and Governmental agency, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

Headings: The headings of this Agreement are for the purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

Laws: This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

Non-Discrimination in Employment: It has been and will continue to be the policy of _____ and _____ to be an equal opportunity institution. All decisions of admissions and employment are based on objective standards that will further the goals of equal opportunity. _____ is committed to assuring that all programs and activities are readily accessible to all eligible persons without regard to their race, color, religion, gender, national origin, ancestry, age, disability, Vietnam-Era and/or disabled veteran status, any protected class under relevant state and federal laws, and in accordance with University policy, sexual orientation.

Notice: Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party shall designate to the other in writing hereafter:

Notices shall be sent to the _____ Purchasing Department as follows:
Director of Purchasing (*or other appropriate person, name and address*)

With copies to:
Director (*name and address*)

Notices shall be sent to the _____ as follows:
Dean (*name and address*)

All such notices shall be effective when deposited in the United States Mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the _____ day of _____.

(*Name of Institution*)

RECOMMENDED:

BY: _____
(Name) Date

APPROVED:

BY: _____
(Name), President Date

(Name of Institution)

RECOMMENDED:

BY: _____
(Name) Date

APPROVED:

BY: _____
(Name), President Date

Sections 9-11.
Intentionally blank

Section 12. Distribution of Registration Fees

The following fee distributions have been approved by the Board of Regents:

1. General registration fees:

REGISTRATION FEES	FY 2004-05		FY 2005-06		FY 2006-07	
	Under Graduate	Graduate	Under Graduate	Graduate	Under Graduate	Graduate
UNR						
Total General Fund	<u>\$61.75</u>	<u>\$91.80</u>	<u>\$64.75</u>	<u>\$97.55</u>	<u>\$67.88</u>	<u>\$103.93</u>
Student Access	4.00	6.25	7.00	12.00	10.12	18.37
General Improvement*	3.25	7.25	3.25	7.25	3.25	7.25
Capital Improvement	14.00	14.00	15.00	15.00	16.00	16.00
Activities & Programs	<u>8.00</u>	<u>4.20</u>	<u>8.00</u>	<u>4.20</u>	<u>8.00</u>	<u>4.20</u>
	\$91.00	\$123.50	\$98.00	\$136.00	\$105.25	\$149.75
UNLV						
Total General Fund	<u>\$61.75</u>	<u>\$91.80</u>	<u>\$64.75</u>	<u>\$97.55</u>	<u>\$67.88</u>	<u>\$103.93</u>
Student Access	4.00	6.25	7.00	12.00	10.12	18.37
General Improvement*	4.25	8.25	4.25	8.25	4.25	8.25
Capital Improvement	12.00	12.00	13.00	13.00	14.00	14.00
Activities & Programs	<u>9.00</u>	<u>5.20</u>	<u>9.00</u>	<u>5.20</u>	<u>9.00</u>	<u>5.20</u>
	\$91.00	\$123.50	\$98.00	\$136.00	\$105.25	\$149.75
*One dollar will be used for general improvement purposes as determined by the campus President.						
NEVADA STATE COLLEGE						
Total General Fund	<u>\$45.50</u>		<u>\$46.50</u>		<u>\$47.50</u>	
Student Access	3.00		5.00		7.00	
General Improvement	5.50		6.50		7.50	
Capital Improvement	9.00		9.50		10.00	
Student Association	3.00		3.00		3.00	
Student Support/Schlrshp	<u>4.00</u>		<u>4.00</u>		<u>4.00</u>	
	\$70.00		\$74.50		\$79.00	
GBC-UPPER DIVISION						
Total General Fund	<u>\$45.50</u>		<u>\$46.50</u>		<u>\$47.50</u>	
Student Access	3.00		5.25		7.50	
General Improvement	5.50		6.00		6.50	
Capital Improvement	9.00		9.50		10.00	
Student Association	3.00		3.00		3.00	
Student Support/Schlrshp	<u>4.00</u>		<u>4.25</u>		<u>4.50</u>	
	\$70.00		\$74.50		\$79.00	

REGISTRATION FEES	FY 2004-05		FY 2005-06		FY 2006-07	
	Under Graduate	Graduate	Under Graduate	Graduate	Under Graduate	Graduate
CCSN-UPPER DIVISION (1)						
Total General Fund	<u>\$45.50</u>		<u>\$46.50</u>		<u>\$47.50</u>	
Student Access	3.00		5.00		7.00	
General Improvement	5.50		6.50		7.50	
Capital Improvement	9.00		9.50		10.00	
Student Association	3.00		3.00		3.00	
Student Support/Schlrshp	<u>4.00</u>		<u>4.00</u>		<u>4.50</u>	
	\$70.00		\$74.50		\$79.00	
GBC-LOWER DIVISION						
Total General Fund	<u>\$39.25</u>		<u>\$39.50</u>		<u>\$39.75</u>	
Student Access	1.00		1.75		2.50	
General Improvement	3.25		3.75		4.25	
Capital Improvement	4.50		4.75		5.00	
Student Association	<u>1.00</u>		<u>1.00</u>		<u>1.00</u>	
	\$49.00		\$50.75		\$52.50	
CCSN-LOWER DIVISION						
Total General Fund	<u>\$39.25</u>		<u>\$39.50</u>		<u>\$39.75</u>	
Student Access	1.00		1.75		2.50	
General Improvement	3.25		4.00		4.75	
Capital Improvement	5.00		5.00		5.00	
Student Association	<u>.50</u>		<u>.50</u>		<u>.50</u>	
	\$49.00		\$50.75		\$52.50	
TMCC						
Total General Fund	<u>\$39.25</u>		<u>\$39.50</u>		<u>\$39.75</u>	
Student Access	1.00		1.75		2.50	
General Improvement	4.25		5.00		5.75	
Capital Improvement	4.00		4.00		4.00	
Student Association	<u>.50</u>		<u>.50</u>		<u>.50</u>	
	\$49.00		\$50.75		\$52.50	
WNCC						
Total General Fund	<u>\$39.25</u>		<u>\$39.50</u>		<u>\$39.75</u>	
Student Access	1.00		1.75		2.50	
General Improvement	4.25		5.00		5.75	
Capital Improvement	4.00		4.00		4.00	
Student Association	<u>.50</u>		<u>.50</u>		<u>.50</u>	
	\$49.00		\$50.75		\$52.50	

(B/R 6/04)

2. Summer Programs - (except Community Service) per credit for Calendar Year 2005:

<u>Per Undergraduate Credit</u>	UNR	UNLV	CCSN	GBC	TMCC	WNCC	GBC/ <u>CCSN</u> UPPER	NSCH
Instructional Programs	\$82.00 <u>88.00</u>	\$85.40 <u>91.40</u>	\$50.25 <u>52.00</u>	\$50.25 <u>52.00</u>	\$50.25 <u>52.00</u>	\$50.25 <u>52.00</u>	\$69.00 <u>73.00</u>	\$69.00 <u>73.00</u>
Student Union Operating	.50	2.00						
Student Union Capital Improvement	1.00							
Summer Activity Program	1.50	.35						
Recreational Facilities	1.00							
Health Services	2.00	.25						
Total	\$88.00 <u>94.00</u>	\$88.00 <u>94.00</u>	\$50.25 <u>52.00</u>	\$50.25 <u>52.00</u>	\$50.25 <u>52.00</u>	\$50.25 <u>52.00</u>	\$69.00 <u>73.00</u>	\$69.00 <u>73.00</u>

(B/R 3/04)

<u>Per Graduate Credit</u>	<u>UNR</u>	<u>UNLV</u>
Instructional Programs	\$112.00 <u>120.50</u>	\$115.40 <u>123.90</u>
Student Union Operating	.50	2.00
Student Union Capital Improvement	1.00	
Summer Activity Program	1.50	.35
Recreational Facilities	1.00	
Health Service	2.00	.25
Total	\$118.00 <u>126.50</u>	\$118.00 <u>126.50</u>

(B/R 3/04)

Per board policy, Title 4, Chapter 17, Section 2028, all students enrolling in Summer Programs are also assessed a Technology Fee of \$4.00 per credit.

(B/R 3/04)

Summer school registration includes an additional \$3.00 fee authorized under Title 4, Chapter 17, Section 18.

Section 13. Distribution of Fees and Tuition, School of Medicine

The following fee distribution for the University of Nevada, School of Medicine has been approved by the Board of Regents:

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
RESIDENT TUITION				
	FULL TIME	FULL TIME	FULL TIME	FULL TIME
SOM General Fund	\$4,552.00	\$4,734.00	\$5,230.00	\$5,700.00
Total General Fund	4,328.00	4,510.00	4,582.00	5,017.00
General Improvement	16.00	16.00	16.00	16.00
Capital Improvement Fee Fund	112.00	112.00	256.00	272.00
Activities & Programs	96.00	96.00	96.00	96.00
Technology Fee			64.00	64.00
Scholarships			216.00	235.00
(B/R 3/04)				

Tuition paid by or on behalf of a student of the School of Medicine shall be revenue of the budget for the School of Medicine.

Section 14. Distribution of Fees and Tuition, William S. Boyd School of Law

The following fee distribution for the University of Nevada, Las Vegas, William S. Boyd School of Law has been approved by the Board of Regents:

	<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>	
	PART TIME (Per Credit)	FULL TIME	PART TIME (Per Credit)	FULL TIME	PART TIME (Per Credit)	FULL TIME
RESIDENT TUITION						
Law General Fund	\$234.55	\$3,322.20	\$246.35	\$3,487.70	\$246.35	\$3,487.70
Total General Fund	\$234.55	\$3,322.20	\$246.35	\$3,487.70	\$246.35	\$3,487.70
General Improvement	8.25	115.50	8.25	115.50	8.25	115.50
Capital Improvement	10.00	112.00	10.00	112.00	10.00	112.00
Activities & Programs	5.20	72.80	17.00	238.30	17.00	238.30
Student Access			35.40	496.50	35.40	496.50
	258.00	3,622.50	317.00	4,450.00	317.00	4,450.00

(B/R 3/04)

Tuition paid by or on behalf of a student of the William S. Boyd School of Law shall be revenue of the budget for the William S. Boyd School of Law.

Section 15. Distribution of Fees and Tuition, School of Dental Medicine

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

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
REGISTRATION FEE			
Dental School General Fund	\$7,178.00	\$7,178.00	\$7,178.00
Total General Fund	\$7,178.00	\$7,178.00	\$7,178.00
General Improvement	124.00	124.00	124.00
Capital Improvement	120.00	120.00	120.00
Activities & Programs	78.00	78.00	78.00
Total Registration Fee (B/R 3/04)	\$7,500.00	\$7,500.00	\$7,500.00

Tuition paid by or on behalf of a student of the School of Dental Medicine shall be revenue of the budget for the School of Dental Medicine.

Section 16.

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Section 17. Host Expenditures (formerly Chancellor's Memorandum No. 01-02 and No. 03-04)

Requests by a president for reimbursement of expenses from President's Host funds must be submitted to the Chancellor for approval. The president's hosting claims cannot be approved by employees subordinate to the president. Similarly, the Chancellor must request approval from the board chair for reimbursements from Chancellor's Host funds.

All host account expenditures (both President's Host funds and Institutional Host funds) must conform to Board of Regents' policy and Chancellor's procedures established herein, and claims for reimbursement must include proper documentation.

For a President's or Chancellor's spouse, host account funds may be used to pay in-state transportation, lodging, and meal expenses (in accordance with the standard state reimbursement rates) when she or he is expected to accompany the President or Chancellor to events outside a 50-mile radius from home for the purpose of assisting the President/Chancellor in representing the institution/system.

These policies supplement and amplify the Board of Regents' policies defined in the Handbook, Title 4, Chapter 10, Section 17.

1. Authority. The authority to designate a specific account as a host account is delegated by the UCCSN Board of Regents to the Chancellor (for System Administration) and to the Presidents (for each institution). Due to the sensitive nature of hosting expenditures, the President may not delegate signature authority below the level of vice President, controller, dean, or the equivalent.

2. Restrictions. Host account expenditures may not be used to circumvent state or institutional regulations that restrict reimbursement rates for state funded activities.
 - a. Host funds cannot be used to reimburse employees for expenses incurred while in travel status in excess of state-approved lodging and/or per diem rates.
 - b. Per Diem will not be reimbursed to an employee or contractor for meals that have been otherwise paid as a host expense.
3. Participants. Host expenditures are warranted for business events and functions where personnel external to an institution are necessarily in attendance. Where the only participants at a business event or function are institutional employees, host expenditures may be approved by the person with account-signature authority if:
 - a. It is a special event, such as a retreat or award ceremony, at which refreshments are customary; or
 - b. It is a business meeting or workshop that runs through normal meal or break times and whose schedule permits the efficient gathering of employees from different offices or units across the institution.
4. Documentation. Hosting expenditures should be documented in accordance with Internal Revenue Service guidelines for expense substantiation. This includes—but is not limited to—amount, date, time, place, business purpose, and business relationship of those attending the function. This is referred to as the “who, what, when, where and why” substantiation. In the case of large gatherings, identification of groups of people invited may be satisfactory. All receipts submitted for payment must be originals that clearly indicate the vendor and date.
5. Accountability. Systemwide policies for the management of host accounts within the guidelines of this Section are established by the Chancellor in written procedures. Institutions may adopt more restrictive standards and should include them in their administrative procedures manual. The Chancellor and Presidents are responsible for oversight of the host accounts created under their authority.
6. Table Purchases. The purchasing of tables at charity events or other public functions by the System institutions shall be limited. The decision to purchase a table shall be governed by the following standards, with an assumption that the decision to purchase a table would normally be made on the basis of affirmative answers to two or more of these standards.
 - Is it an event at which individuals are likely to be present with whom the Chancellor, institutional President, or an appropriate representative wishes to interact on pressing System or institutional business? Will attendance at the event enable or advance such interaction, either at the event or later?

- Is it an event at which individuals are likely to be present with whom the Chancellor, institutional President, or an appropriate university representative wishes to interact in order to advance fund-raising or community relations goals? Will attendance at the event enable or advance such interaction, either at the event or later?
 - Is it such a high-profile event that attendance by the Chancellor, institutional President, or appropriate university representative is important to the recognition of the UCCSN or System institution as an important corporate citizen in Nevada?
 - Is it an event at which students and/or faculty from the System institution can meet and interact with special guests for educational purposes?
 - Will the event honor an individual who is – or has been – a significant donor to or supporter of the System institution? Will attendance by System or institutional representatives either convey thanks for such private support in an important and meaningful way or advance the institution’s conversations with the individual about additional future support?
- a. No tables will be purchased by System institutions at events hosted by other institutions within the UCCSN.
 - b. No tables will be purchased by System institutions at events hosted by organizations officially registered as political action committees.
 - c. Whenever possible, System institutions are encouraged to purchase individual tickets rather than tables to events that meet the standards listed under #6 above.
 - d. System institutions shall be limited in their expenditures of host funds for table purchases to the following amounts during each fiscal year:

Universities	\$30,000
State College	\$15,000
Community Colleges	\$15,000
Desert Research Institute	\$15,000
System Administration	\$15,000

If a private donor or corporation provides a donation specifically for a System institution to purchase a table, the donation shall not count toward the institution’s annual limit.

Sections 18-21.
Intentionally blank

Section 22. Property

1. Vandalism

- a. Damage to UCCSN institutional buildings, equipment or other property resulting from vandalism shall be reported immediately to the President of the division involved.
- b. After investigation, if the President determines that action should be taken to recover the cost of such damage, such President shall immediately request the office of the Attorney General to take such action.

2. Preliminary Plans

Whenever preliminary plans of any construction are to be considered by the Board of Regents, the architects shall be requested to prepare a model to the scale of 1/8"=1' to assist institutional staff and the Board of Regents in the review and study of the project. (B/R 4/72)

3. Naming of Campus Buildings

Institutions of the UCCSN shall adhere to the following standardized procedures for naming buildings, rooms, or public spaces. Names for new or unnamed buildings, building additions, or for renaming existing buildings are subject to approval by the UCCSN Board of Regents. Names for a room, part of a building, or a public space on campus is subject to approval by the President of the institution only with written notification to the Chancellor.

- a. The naming of a building, room, part of building, or public space shall be considered in accordance with the following principles, if it is to be named after a person or persons:
 - Years of service to public education
 - Contributions to public education (other than employment)
 - Quality and time of service to community or state
 - Years residing in the community or state
 - Contributions to the development of the community or state
 - Significant or substantial donations to the cost of the building or to a System institution without personal gain
- b. The naming of a building, room, part of building, or public space shall not be considered under the following conditions, if it is to be named after a person or persons:
 - The person is currently employed by the University and Community College System of Nevada.
 - The person is currently serving on the Board of Regents.
 - The person is an elected public official (Through January 2003, each UCCSN institution shall be allowed one exception to the prohibition concerning elected public officials.)
- c. No more than one building at the same UCCSN institution shall be named for a single individual. Exceptions shall be allowed for buildings named for private foundation, private donors, or at the request of private donors regardless of being otherwise disqualified under subsection (b) above.

- d. In the exercise of its discretion, the Board of Regents may waive any limitations contained in subsections (b) and (c).
- e. In considering potential names for new buildings, both the campus constituents and appropriate community groups shall be consulted, as appropriate.
- f. For buildings 1) located on property not owned by UCCSN or 2) built cooperatively in partnership with another entity, the selection of a name to be recommended by the President shall be done in consultation with the partner.
- g. The President of the institution will recommend the proposed building name to the Chancellor for review. The nomination will include biographical data, if applicable.
- h. After review by the Chancellor, the Chancellor shall forward the recommendation to the Chair of the Board of Regents for consideration by the full Board.

(B/R 3/02)

4. Campus Master Planning

The following general procedures and divisions of responsibility shall govern all campus master planning.

- (1) The UCCSN has the basic responsibility for campus master planning.
- (2) All physical development plans and proposals and contemplated land acquisitions shall be submitted to the State Public Works Board for review and comment.
- (3) The staff of the State Public Works Board shall provide all possible architectural and engineering assistance to the UCCSN in developing physical master plans.

5. Capital Improvement Programming

The following general procedures and divisions of responsibility shall govern the capital improvement programming of all UCCSN projects.

- (1) The UCCSN shall determine the sequence of priority and scope of work of all UCCSN projects.
- (2) The sequence of priority and scope of work shall be submitted to the State Public Works Board for review and comment. Should the Public Works Board disagree with the projects submitted, or the priority assigned, the submission shall be returned to the UCCSN with an explanation. Representatives of the two agencies shall then meet and attempt to develop a satisfactory list. Should agreement not be reached, the proposals of both agencies shall be transmitted to the Governor and Legislature by the respective agencies.
- (3) The State Public Works Board shall develop budget estimates of total project costs based on the project scope of the work and shall submit the budget estimates to the UCCSN for review and comment prior to adoption.

6. Project Design Process

The following general procedures and divisions of responsibility shall govern the design of all projects financed in whole or part by State appropriated funds.

- (1) Detailed project programs based on legislative action shall be prepared by the campus committee and submitted to the State Public Works Board for approval.

The campus committee shall include representatives from the college or department to be served by the building, at least one representative from the Physical Plant Department/Facilities management and the chief financial officer serving that campus. The program shall contain the educational and departmental needs for space with proposed room sizes.

- (2) Detailed project budgets based on the campus program and legislative appropriations and authorizations shall be prepared by the State Public Works Board and submitted to the campus committee for review and comment prior to adoption by the State Public Works Board.
- (3) The State Public Works Board shall insure that qualified architects and engineers are retained to design all projects. On all campus projects, the State Public Works Board shall extend to the Board of Regents the courtesy of nominating two or more architectural or engineering firms, ranked in preferential order, and the State Public Works Board shall either select from among those nominated or request a new slate be submitted. The preparation, execution and administration of professional service agreements shall be a State Public Works Board responsibility.
- (4) Preliminary plans and specifications, which shall include a cost estimate, a building configuration, number of floors, shape, exterior appearance, building blueprint, elevations, relationship to other facilities on campus, relationship of departments and rooms within the structure, shall be recommended by the campus building committee to its President for approval. The President will then forward the preliminary plans to the State Public Works Board for its approval.
- (5) During the preparation of the working drawings, all communications from the architects, consultants or State Public Works Board shall be directed to the Chief Financial Officer or his designee from the Physical Plant Department/Facilities management.
- (6) Final plans, including final cost estimates, must be presented by the architects or consultants to the campus for approval. The chief financial officer will present the final plans to campus users and recommend approval to the President. Recommendations on the arrangement of the alternates, if any, should be recommended by the chief financial officer. The President will then recommend the final plan to the Board of Regents for approval prior to forwarding the final plans to the State Public Works Board for its approval.

- (7) The contract documents and bid schedule shall be approved by the State Public Works Board after consultation with the campus. All contract and financial documents shall be directed through the chief financial officer of the campus.
- (8) The bidding procedures shall be a State Public Works Board responsibility.
- (9) The technical and professional staffs of the campus and the State Public Works Board shall cooperate to insure the satisfactory design of the project.(B/R 10/85)

7. Construction Projects

The following general procedures and divisions of responsibility shall govern the construction procedures on all projects funded in whole or in part by State appropriated funds.

- (1) The State Public Works Board shall award construction contracts with the concurrence of the campus. Construction contracts jointly financed by State-appropriated funds and by non-appropriated funds shall be executed by both the State Public Works Board and the campus.
- (2) The administration of construction contracts shall be a State Public Works Board responsibility and the Board shall comply with all commitments made by the campus in obtaining non-appropriated funds. Expenditures during the administration of the contract shall be consistent with the approved budget. All change orders shall be submitted to the campus for review and comment prior to approval. During the construction of the project, the campus will be represented by the Physical Plant Department/Facilities Management. All communications from the contractor, architects, consultants or the State Public Works Board should be directed to the Chief Financial Officer or his designee from the Physical Plant Department/Facilities management.
- (3) Final inspection will be made by the State Public Works Board, Architect/Consultants, and the Physical Plant Department/Facilities Management to assure that the building has been built in strict conformance with the plans and specifications. The project should be signed off, not only with a deficiency list, but with the approval of consultants attesting to the fact that it does meet the plans and specifications as drawn and that it will function as designed by them. The campus will accept the building in writing subject to corrections of the deficiency list. The State Public Works Board shall, prior to final payment to the contractor, provide copies of "As built" drawings and guarantees to the campus on all completed projects. Sufficient funds should be retained to guarantee the completion of all items should there be a partial occupancy or a substantial notice of completion filed. All deficiencies discovered by the users should be channeled through the Physical Plant Department/Facilities Management to the State Public Works Board for correction by warranties, by the contractors or by the campus. At the eleventh month of the guarantee period, the Physical Plant Department/Facilities Management and the State Public Works Board will be responsible for guaranteeing that all one-year warranties have been met by the contractors.

- (4) Final acceptance and the Notice of Completion shall be a State Public Works Board responsibility.
- (5) The technical and professional staffs of the campus and the State Public Works Board shall cooperate to insure the satisfactory completion of all construction projects.

(B/R 10/85)

8. Projects Financed by Non-appropriated Funds

The following procedures shall govern all physical development projects, including land acquisitions, in which no State appropriated funds are involved.

- (1) The UCCSN has the primary responsibility for these projects.
- (2) Preliminary plans showing the site and architecture shall be submitted to the State Public Works Board for review and comment.
- (3) Proposed acquisitions of land by the UCCSN shall be submitted to the State Public Works Board for review and comment.
- (4) The State Public Works Board shall provide all possible architectural and engineering services to the UCCSN upon request of the UCCSN.
- (5) Final plans of all construction work, which establishes new facilities, shall be submitted to the State Public Works Board for review and comment prior to bidding.

(B/R 1/74)

9. Disposal of Surplus Equipment

- a. Departments having surplus equipment will notify their respective Purchasing Department of intent to dispose of said equipment.
- b. The department and Purchasing will jointly arrive at a "fair market value" and establish a minimum acceptable bid for the equipment.
- c. Purchasing will circulate to all departments in the Business Center a notice of surplus equipment which shall include a description of the equipment, a statement of its conditions, the minimum acceptable bid, the location of the equipment, and a deadline for acceptance of bids.

Included in the notice will be listed only those items, which in the opinion of the Purchasing Department and releasing department, are in good useable or economically repairable condition and in the best interest of the institution to retain for campus use. (B/R 10/00)

- d. Bids will be accepted and equipment will be purchased by the department submitting the highest bid. Department accounts will be charged accordingly.
- e. A "Furniture and Equipment Pool" will be established by each campus whereby usable items may be placed in the pool for future disposal.

- f. Any remaining equipment not purchased following the above procedure will be disposed of by advertising for sealed bids, open auction, or by whatever manner is most advantageous to the Purchasing Department but governmental or other political subdivisions shall be given preference. Thereafter, the Purchasing Department will consider disposal by discard or donation. (B/R 10/00)

(B/R 6/91)

10. Equipment Inventory

Title 4, Chapter 10, of the Board of Regents Handbook provides that equipment that is sensitive in nature or subject to theft, and which is valued below the amount required to be inventoried, must be separately tracked by each UCCSN institution. The policy further stipulates that the Chancellor shall provide a list of equipment.

Effective July 1, 2001, the following sensitive items or items subject to theft must be separately tracked by the responsible department of each UCCSN institution if the items have a value in excess of \$500:

Computers	Cameras	Firearms (regardless of value)
Printers	Fax machines	Microscopes
Video Cameras	Cell Phones	Telescopes
Video Monitors	Video Projectors	Individual Communication Devices
Bicycles	Two-way Radios	Videocassette Recorders

Institutions that wish to inventory additional items within the aforementioned definition may do so at their discretion. (formerly Chancellor’s Memorandum No. 01-03)

- a. Equipment is anything tangible, other than real property, with a useful life of more than two years and a value equal to or more than an amount determined by the respective Purchasing Department.
- b. Each department has custodial responsibility for all equipment within its jurisdiction. Each department is also responsible for reporting all additions, deletions, and material changes in condition of equipment within their unit, to the respective Purchasing Department.
- c. The respective Purchasing Department, through its Fixed Assets Section, is responsible for maintaining and reporting records of equipment inventories. The Purchasing Department is responsible for establishing and monitoring control procedures, ensuring that purchase acquisitions of inventorial equipment are properly recorded, and recording equipment disposals.
- d. Deans, directors and department heads are responsible, within their area, for reconciling annual physical inventories with periodic or special Purchasing Department reports. The accuracy of such reconciliations shall be documented by signed certification.
- e. Loans of equipment to not-for-profit and non-political entities may be made if it is determined to be in the best interest of the institution and the public good. All loans must be documented in writing, including which entity is responsible for maintenance, and approved by the President. Each President shall submit to the Chancellor annually a list of loaned equipment.

- f. Equipment that is sensitive in nature or subject to theft that is valued below the amount determined in section a. above must be separately tracked by the institution. The Chancellor shall periodically provide a list of equipment items that must be separately tracked.
- g. All equipment located at off-campus sites and used for institutional programs must be inventoried and maintained in the same manner as equipment on campus. If the institution does not control the site, written agreements must be in place with the organization that owns or controls the site.

(B/R 10/00)

Sections 23-25.

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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA
PROCEDURES AND GUIDELINES MANUAL**

CHAPTER 11

For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.

Sections 1-6.

Intentionally blank

Section 7. Project Files

The Desert Research Institute shall maintain a complete and orderly file on each established project, including but not limited to:

1. A copy of the proposal or application.
2. A copy of the budget.
3. A copy of the contract or agreement.
4. A schedule of all required reports.
5. Copies of all required reports.
6. Copies of publications resulting from such project.
(B/R 3/65)

Sections 8-12.

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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA
PROCEDURES AND GUIDELINES MANUAL**

CHAPTER 12

For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.

Sections 1-8.
Intentionally blank

**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA
PROCEDURES AND GUIDELINES MANUAL**

CHAPTER 13

For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.

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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA
PROCEDURES AND GUIDELINES MANUAL**

CHAPTER 14

For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.

Section 1. General Guidelines for Physical Master Plans to be Incorporated into the UCCSN Master Plan

1. a. The Campus Master Plan should provide the Board of Regents with the means to adopt policies and make decisions allowing for the orderly development of each institution. The plan should address existing physical sites and, if appropriate, new sites. (B/R 10/88)
- b. The plan should support the educational philosophy, the missions and goals for each institution. The plan must be consistent with educational information and data furnished by the institution regarding existing and proposed curricula and programs, methods of instruction, and existing and projected student enrollment. (B/R 10/88)
2. Demographic projections of the institution and the community should be considered. (B/R 10/88)
3. Each plan should be consistent with UCCSN space utilization standards and should include plans for the use of existing buildings and facilities. (B/R 10/88)
4. Each plan should include a consideration and discussion of the site to determine the potential for development, and it should also deal specifically with the physical problem areas of the campus. It should include consideration and discussion of landscaping, utilities, communication, and computing systems. (B/R 10/88)
5. Each plan should include a consideration and discussion of community planning, including an analysis of existing and proposed physical, environmental, and governmental conditions in the vicinity of the campus. The environmental impact of the plan should be addressed. (B/R 10/88)
6. Each plan should include a consideration and discussion of both pedestrian and vehicle traffic, and of policies governing parking, housing, recreation, safety, and cultural and social facilities. (B/R 10/88)
7. The time for each plan should encompass at least ten years. (B/R 10/88)

Section 2. New Campus and Branch Campus Instructional Sites

The following criteria approved by the Board of Regents shall be used in developing instructional sites:

Campus

A campus is the primary institutional site that provides complete instructional services, including a full range of student and academic support services. A campus offers a comprehensive general education program plus specialized academic programs. Facilities shall include classrooms, laboratories, a library and other learning centers, a student counseling/advising center, registration and bursar functions, and a bookstore. A campus will enroll a sufficient number of students to offer an array of courses and programs sufficient to meet fully the institutional mission approved by the Board of Regents. (B/R 3/98)

Branch Campus

A branch campus is a permanent or semi-permanent partial service facility that is either owned or leased by the UCCSN where limited general education and specialized programs are made available. Classrooms and partial student and/or academic support services are provided by the institution. Laboratory facilities may also be provided in some circumstances. (B/R 3/98)

Satellite

A satellite is a small flexible instructional facility with limited offerings. Facilities include modest classroom space, but generally no laboratories. Permanent student support services are not made available at the satellite site. Satellite sites are not owned by the UCCSN but are rented or leased or provided by the local community, a government agency, or a corporate sponsor. Satellite sites are temporary, based on community need, and no permanent commitment to maintain a satellite site should be implied. (B/R 3/98)

Public School

A public school site may be developed in partnership with a school district where classes are offered to high school students and to other students with permission of the school district. Public school sites may be jointly owned and operated or owned by the school district. (B/R 3/98)

Sections 3-5.

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Section 6. Condensed Format for Consideration of Existing Program Changes

The format for consideration of 1) changes in existing academic programs such as changes in degree titles, administrative structure, or major objectives; 2) reorganization of existing departments, schools or colleges; or 3) the creation of a new organization from existing units shall be as follows:

1. Title of proposed program or organizational unit;
2. Date of initiation;
3. Complete description and objectives of program or organizational unit (include justification for new organization or rationale for change in existing program);
4. Relationship to other programs or units within the institution and the system;
5. Resource Analysis; and
6. Indicate the estimated annual financial impact. (Include operating costs, personnel, equipment, library requirements, other; and source of funds.)
(B/R 5/92)

Section 7. Community College Baccalaureate Degree Proposal Development and Review Process

The UCCSN *Master Plan for Higher Education in Nevada* provides for “selected niche baccalaureate degrees” at community colleges. For purposes of this policy, such degrees can be defined as baccalaureate degrees that meet one or more of the following criteria:

- promote the goals of the *Master Plan for Higher Education in Nevada*;
- address a unique educational need of an identifiable population; and
- enhance access to populations which otherwise would not be served due to geographic isolation or other barriers.

To determine which baccalaureate programs will best meet the needs of the students and the state, proposed programs should be evaluated based on standard criteria. Community colleges interested in implementing new four-year degree programs should provide information on the feasibility of the program by submitting a written program proposal with supporting data and evidence that responds to the following topics or questions. Since, it is not the intention of the UCCSN for community colleges to abandon their community college mission, each proposal must address this issue in both a cultural and organizational context.

The following criteria should be used in evaluating baccalaureate degree programs at UCCSN community colleges:

NEED AND DEMAND

1. Describe the new program proposal and discuss its structure and content.
2. Is the program in an area of critical concern, and is there a significant shortage of similar programs?
3. Workforce needs:
 - a. Is there proven student demand for the program?

- b. Is there similar employer demand for the program?
- c. Does the projected demand exceed supply for the foreseeable future?
- 4. Append a feasibility evaluation of the program proposal, to include its relationship to current student and employer demand. This evaluation should be done by someone from outside the institution who is a member of the field being proposed.

INSTITUTIONAL READINESS

- 5. Are there qualified faculty members currently on staff? List faculty names, degrees, and areas of specialization. If other faculty need to be hired, include your plan for doing so.
- 6. Discuss how you will address faculty salary and workload policies.
- 7. Describe existing facilities and equipment, and provide a detailed plan, if applicable, on how you will complete necessary renovations of facilities and equipment enhancements to support the program.
- 8. Describe how you will continue to foster a cultural and organizational environment that ensures adherence to the community college mission.
- 9. Will new services be required to support students in a four-year degree program (new assessment procedures, career advisement and placement services, testing, etc.)?
 - a. Provide a plan that addresses how student services will be revised or enhanced to support this proposed four-year program.
 - b. Provide the plan/policy on eligibility and awarding of financial aid.
 - c. Discuss how student recruitment will be handled.
- 10. Specifically, how will general education requirements be addressed?

BUDGET REQUIREMENTS AND IMPACTS

- 11. Will additional state funding be required to implement the program? Include a five-year projected budget, reflecting anticipated enrollments, staffing needs, revenues, and expenditures.
- 12. Is the cost to the state less than other available options?
- 13. Is the cost to the student less than other available options?

OTHER RESOURCE ISSUES

- 14. Is there a similar existing program at a nearby institution which has unused capacity?
- 15. Can a cooperative program between the institution and a nearby four-year institution be offered more efficiently? If not, explain.
- 16. Are there duplicate programs offered by other institutions through distance education?
- 17. How will library acquisitions and information resources be expanded and enhanced to accommodate the four-year degree program? Please provide the proposed budget for all enhancements.

IMPACT

- 18. What impact will this new program have on other programs at the institution?
- 19. What impact will this program have on the faculty, facilities, or other students?
- 20. Will this program have an adverse impact on other institutions?
- 21. Describe the impact of the accreditation process (the specialized program accreditation, if applicable, and institutional accreditation). Please provide a proposed budget for these processes.
- 22. Address other internal impacts that you anticipate of introducing a four-year program at a two-year institution.

COMPLIANCE

23. Does the program comply with current statutory requirements of the institution?
24. Would the increase in program length require any change to current institutional requirements?
25. Would any changes to admission requirements be needed?

IMPLEMENTATION

26. Is there an existing associate degree base for the degree?
27. Will policy require that admission into the baccalaureate track be dependent upon first earning the associate degree? Please provide the policy.
28. Will the new program be eligible for a specialized program accreditation (i.e., ABET or NCATE)?
29. Will it need to be accredited either to interface with other programs within the UCCSN or for graduates to have optimal employment opportunities?
30. What is the plan for preparing and submitting a Substantive Change Proposal to the Commission on Colleges of the Northwest Association of Schools and Colleges?
31. What is the timeline for implementing the program?
32. Is the implementation schedule dependent upon receiving additional funding, hiring new faculty, remodeling facilities, or acquiring equipment? If so, are there alternative plans if some or all of that funding is not forthcoming?

Section 8. Review of New Study Abroad Student Programs

Formal Study Abroad programs, International Programs, affiliations or consortiums which involve students or faculty in another country for educational purposes in which academic credit is granted, shall be submitted to the UCCSN Academic Affairs Council for a recommendation to the Chancellor for approval. (Faculty or student exchanges which involve a limited number of people for a period of less than one semester and international arrangements for the purposes of research are excluded from this policy.) (B/R 6/95)

The format for consideration of such programs shall be as follows:

1. Title of proposed program, affiliation, or consortium
2. Brief description of campus administration and oversight of the program, including rationale for conducting the program abroad
3. Brief description of program and its faculty, including whether the program is to be developed by the campus or initiated through cooperative arrangements with other institutions
4. Curriculum, including number of academic credits to be awarded, and their applicability to a degree in Nevada. Indicate if any courses are not part of a previously established program, or if it is anticipated the program will lead to a separate degree in the future.
5. Student selection criteria (GPA, language proficiency, specific majors)
6. Description of provisions for student health insurance coverage
7. Effect on home campus: Faculty/staff replacements required

8. Projected annual enrollment
9. Facilities and equipment available for research and teaching at the study abroad location
10. Resource Analysis: Indicate the estimated annual financial impact of the program to the campus
(B/R 6/91)

Definitions:

Affiliation: Two institutions of higher education working cooperatively to provide educational experiences for students and/or faculty. This term should indicate a formal agreement between the two institutions, which includes a basic outline of the goals of the cooperative arrangement. (B/R 6/91)

Consortium: Three or more institutions working cooperatively on one or more educational programs. (B/R 6/91)

Exchange: Student exchanges generally offer opportunities to study at a foreign institution without paying non-resident fees. This agreement allows two institutions to provide a specific number or an equal number of students the opportunity to study abroad at reduced costs. Some countries, such as the Soviet Union, do not maintain hard currency. Therefore, exchange agreements would require a complete waiver of fees at both participating institutions. (B/R 6/91)

Faculty Exchange: Faculty from participating institutions can arrange to teach at the affiliated campus for a specific period of time. Arrangements for salary compensation vary widely. (B/R 6/91)

International Program: A formal agreement between two or more institutions to provide an organized educational opportunity for students and/or faculty to study abroad. Programs must include a supervised academic curriculum, which fulfills the requirements for course work at the credit-granting institution. (B/R 6/91)

Section 9-23.

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Section 24. Enrollment Reporting

1. The enrollment count for each campus will consist of a preliminary and final count of enrollment each semester. The preliminary count in the fall and spring semesters will be reported as of October 15 and March 15 respectively. The final count for the fall semester will be collected as of January 15 and reported to the Chancellors Office no later than February 1. The final count for the spring semester will be collected as of June 15 and reported to the Chancellors Office no later than July 1. (B/R 10/03)
2. In addition to FTE student enrollments, each campus shall report student headcount for state supported courses, a student headcount total for all credit courses regardless of

the funding source (this will include continuing education at the universities and state college, and community service or sponsored programs at the community colleges), and a total student headcount. (B/R 12/02)

3. All enrollment reporting requirements shall be coordinated through the UCCSN Office of Institutional Research and reported to the Board of Regents. (B/R 12/02)

Section 25.

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