

Title 4 - Codification of Board Policy Statements

Chapter 1

GENERAL POLICY STATEMENTS

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

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

Section 2. Ethical Code of Conduct for Regents

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

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

3. Members of the University and Community College System of Nevada Board of Regents should maintain desirable relations with the Chancellor and the Chancellor's staff by:
 - a. When a vacancy exists, striving to procure the best professional leader available as the Chief Executive Officer of the University and Community College System of Nevada.
 - b. Giving the

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

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

(B/R 5/03)

Section 5. Inspection of Files

- 1.

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

- a. During legislative sessions, when it becomes necessary to take a position on behalf of the University and Community College System of Nevada on proposed legislation to be heard by a legislative committee and (1) the Board has not yet taken a position on the bill and (2) the Board will not meet before the bill is heard by the legislative committee, the Chancellor, as the chief executive officer of the System, or his designee, may take a position on behalf of the System on the bill before the legislative committee. The Chancellor shall notify the members of the Board of the Chancellor's position on the bill before the bill is heard by the legislative committee. (B/R 3/93)
 - b. In carrying out the provisions of (a) above, the Chancellor shall inform the legislative committee involved that the Board had not yet taken a position on the bill in question. (B/R 3/93)
6. It shall be the policy of the Board of Regents to act as a unit. The Board of Regents controls the University and Community College System of Nevada as a body rem9e, may tak56.9cwem9eb.0003 Tw[(22e;which nts)]JET549 vidual

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

Section 10. Alcoholic Beverage Policy

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

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

1. Conferences and Institutes where a part of the fee collected is for a cocktail party.
2. Host account expenditures for liquor with dinner and for large receptions.
3. Student associations must have the institutional ~~p~~President's prior approval and the institution ~~p~~

8. Hiring Criteria

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

9. Uniforms

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

10. Weapons

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

11. Scope of Operations

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

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

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

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

~~1. Distinguished Nevadans~~

~~a. Nominations for the award of Distinguished Nevadan will be made by the Board of Regents. Nominations must be received by the Chief Administrative Officer of the~~

~~— b. Exclusive of a yearly commencement speaker for each college, normally no more than two persons per year for each college shall be awarded Honorary Baccalaureate Degrees by the Board of Regents.~~

~~— c. Honorary Baccalaureate Degrees shall be awarded to persons who have made significant contributions to the improvement of the quality of academic programs and academic life at each college, or to distinguished visitors. Persons currently holding public elective office shall not be eligible to be nominated for an Honorary Baccalaureate Degree, except that the Board of Regents reserves the right to waive this limitation at its own discretion in extraordinary circumstances.~~

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

~~4. Honorary Associate Degrees~~

~~— a. Nominations for Honorary Associate Degrees shall be made to the Board of Regents by the presidents of the community colleges.~~

~~— b. Exclusive of a yearly commencement speaker for each community college, normally no more than two persons per year for each community college shall be awarded Honorary Associate Degrees by the Board of Regents.~~

~~— c. Honorary Associate Degrees shall be awarded to persons who have made significant contributions to the improvement of the quality of academic programs and academic life at each community college, or to distinguished visitors. Persons currently holding public elective office shall not be eligible to be nominated for an Honorary Associate Degree, except that the Board of Regents reserves the right to waive this limitation at its own discretion in extraordinary circumstances.~~

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



**2004 Distinguished Nevadan
Nomination Form**

Deadline: Wednesday, December 31, 2003

Please send all nominations to:

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

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

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

3. Nominee's Mailing Address: _____

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

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

Section 15. Board of Regents' Scholar Award

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

Community colleges – one student per year.

State college – one student per year.

Universities – one undergraduate and one graduate student each year.

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

(B/R 1/03)

Section 16. Nevada Regents' Award for Creative Activities

1. The Nevada Regents' Award for Creative Activities shall be given annually to one UCCSN Faculty member with a distinguished record in creative activity. Although this award is intended for individuals, groups who by their collaboration have made major advances may be recognized as well.

Section 18. Nevada Regents' Teaching Award

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

Section 19. Nevada Regents' Academic Advisor Award

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

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

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

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

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

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

2. Use of Computing Resources

- a. The computing resources of the University and Community College System of Nevada are the property of the UCCSN and are intended for support of the instructional, research, and administrative activities of system institutions. Examples of computing resources are system and campus computing facilities and networks, electronic mail, Internet services, lab facilities, office workstations and UCCSN data. Users of UCCSN computing services, data and facilities are responsible for appropriate and legal use. Appropriate use of system computing resources means 1) respecting the rights of other computer users, 2) protecting the integrity of the physical and software facilities, 3) complying with all pertinent license and contractual agreements, and 4) obeying all UCCSN regulations and state and federal laws.
- b. Students enrolled in kindergarten through twelfth grades using UCCSN computing facilities and networks for K-12 classes and activities must abide by school district and UCCSN policies. K-12 students enrolled in UCCSN courses will be treated as UCCSN students and therefore must abide by UCCSN policies.
- c. Inappropriate use of computing or networking resources, as defined in this section may result in the loss of computing privileges. If a violation of appropriate use occurs, a warning will first be given, notifying the individual that their action violates policy or law and that their access will be suspended if the action continues. All UCCSN Code and campus by-laws shall be followed if the need to suspend computing privileges from faculty, staff, or students occurs. However, if the security and operation of the computing systems or networks are jeopardized, access may be immediately cancelled.
- d. In congruence with [Nevada Revised Statutes \(NRS\) 281.481](#), UCCSN employees shall not use the UCCSN computer resources to benefit their personal or financial interest. However, in accordance with NRS 281.481(7), limited use for personal purposes is allowable if the use does not interfere with the performance of an employee's duties, the cost and value related to use is nominal, and the use does not create the appearance of impropriety or of

3. Privacy Issues: The UCCSN provides security measures to protect the integrity and privacy of electronic information such as administrative data, individual data, personal files, and electronic mail. All FERPA (Family Educational Rights and Privacy Act) requirements are followed. Users must not circumvent security measures. While computing resources are s

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

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

Assistance in seeking employment is governed by the following conditions.

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

(B/R 4/00)

Section 24. Use of External Lobbyists

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

3. A UCCSN registered lobbyist shall provide a copy of required State of Nevada expense reports to the Chancellor and to the Chairman of the Board of Regents at the t 0 0 ts toyuy1 Tce9fbmittend to thesStat. (B/R 3/04)t

B/R 3/04)t

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

2. Directory Information. Under the provisions of FERPA, institutions may disclose, without consent, directory information to individuals upon request. Each UCCSN institution must set a definition for its directory information, which may be more restrictive than provided in FERPA. Directory information is defined in the Act as information contained in an education record of a current or former student which would not generally be considered harmful or an invasion of privacy if disclosed. The Act defines such information as including, but not limited to:
 - Name

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

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

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

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

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

It is important to consider carefully the potential consequences of restricting the release of directory information. If a student restricts release for non-

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

- c. Applicability. The request for non-disclosure shall apply permanently to the student’s record until or unless the student or former student requests in writing to reverse the non-disclosure order.

4. Sale of Directory Information

2. Scope of Policy

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

3. Privacy and Security Officers

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

of Board Policy Statements

Chapter 2

EXECUTIVE OFFICERS

System Officers

Descriptions of the Chancellor and the Presidents of
and in the Bylaws of the Board of Regents.

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

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

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

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

(B/R 6/84)

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

(B/R 12/02)

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

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

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

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

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

Section 4. Evaluations

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

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

(B/R 1/04)

Section 5. Credentials for Community College Faculty

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

Section 6. Advanced Degrees

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

Section 7. Nepotism

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

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

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

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

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

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

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

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

3. No faculty member may undertake outside professional or scholarly service that would result in a conflict of interest with his or her assigned duties. Conflict of interest means any outside activity or interest that may adversely affect, compromise, or be incompatible with the obligations of an employee to the institution.
4. Faculty members performing compensated outside professional or scholarly service are subject to the code of ethical standards of the State of Nevada (NRS 281.481-281.581), which governs the conduct of public officers and employees.
5. A faculty member may not perform an official act on behalf of the institution that directly benefits a business or other undertaking in which he or she either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director, or officer. This prohibition is not intended to limit a faculty member's ability to enter into a contract between a governmental entity, the institution, and a private entity to the extent authorized by and in conformity with NRS 396.255, NRS 281.221(3), NRS 281.230(3), NRS 281.505(3), the Board of Regents Intellectual Property Policy (Title 4, Chapter 12, Sections 1-8), and the Board of Regents Conflict of Interest Policy (Title 4, Chapter 10, Section 1.7).

service shall provide advance notification in writing to their immediate supervisor about the nature of the work to be performed, the company/organization for which the work will be performed, and the estimated time inv b9 420 Tm0 prohibition is not intended to limie0.JTm471 12.6 refBT

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

(B/R 8/04)

Section 9. Death Benefits

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

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

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

(B/R 4/82)

Section 10. Leave of Absence Without Salary

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

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

(B/R 4/02)

Section 11. Sabbatical Leave

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

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

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

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

(B/R 4/02)

Section 12. Administrative Leave

1. Introduction

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

2. Eligibility for Administrative Leaves

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

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

4. Administrative Leave Compensation

- a. An administrator will receive full campus compensation unless receiving salary contributions from extramural sources. If the recipient of the administrative leave obtains a foundation grant or other compensation from non-University and Community College System of Nevada sources for the period of the leave, the campus shall not be obligated to pay more than that amount of administrative compensation which, when added to the non-University compensation, will equal 110 percent of the individual's annual base salary for the period of leave. If an allowance for transportation and/or cost-of-living differential is included in the outside compensation, the amount of this allowance will be disregarded in computing the administrative leave compensation to be paid by the campus.
- b. Individuals who are on administrative leaves of absence, whether in residence or away from the campus, may not, as employees, provide any services to the University and Community College System of Nevada for which compensation is paid in excess of the approved administrative leave.

5. Fringe Benefits During Leave - To the extent permitted by law, administrators on leave will be regarded as in active University and Community College System of Nevada employment status for purposes of benefits and will continue to receive and accrue benefits under applicable University policies as if they were in active service. Payments for University and Community College System of Nevada insurance premiums and retirement contributions will be based upon actual University and Community College System of Nevada compensation made to the individual. Subject to legal restrictions, the individual may make arrangements with the personnel office for personal payment of additional amounts, if

for 1475-9.90ve leave.
Community College System of Nevada sources for the-r
w/ Tcensatirestr7rlengarrng Tw(will riodhe/s Twdoec4e casn, wegal,er i wegalvice.'s annual base)TjSyshancersc

Section 13. Presidential Leaves

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

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

Section 14. Sick Leave

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

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

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

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

7. After 12 continuous months employment, where a physician certifies that a professional staff member is unable to resume duties after exhausting all accumulated sick and annual leave, the professional staff member may petition for, and may be granted, with the approval of the President extended salaried sick leave. Approval may be given only if the funding source permits payment of extended salaried sick leave. An additional three calendar months may be granted to employees continuously employed for more than twelve months and up to twenty-four months; an additional six calendar months may be granted to employees continuously employed for more than twenty-four months and up to thirty six months; and an additional twelve calendar months plus one calendar month for each full year of employment with the UCCS

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

(B/R 8/02)

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

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

(B/R 10/93)

Section 17. Military Leave

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

Section 19. Leave Records

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

Section 20. Professional Salary Schedule

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

- a. On a case-by-case basis, limited exceptions based on prevailing labor market practices may be requested in writing by the institution ~~p~~President. In such limited cases, if approved by the ~~e~~C

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

(B/R 12/02)

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

c. Presidents:

Any proposed annual salary adjustments for presidents, exclusive of COLA, shall be approved by the eCancellor in consultation with the Board Chairman and based on performance criteria assessed in an annual evaluation. The eCancellor's

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

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

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

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

~~g. Presidential Transition: Salary provisions for presidential transition, are provided in~~

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

3. An outgoing ρ

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

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

	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>
EXECUTIVE VP & PROVOST					

~~EXECUTIVE SALARY SCHEDULE — STATE COLLEGES, FY 2004~~

ADMINISTRATIVE SALARY SCHEDULE — STATE COLLEGES, FY 2004-05

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

(B/R 6/04)

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

ACADEMIC SALARY SCHEDULE — UNIVERSITIES, FY 2004-05

<u>RANK</u>	<u>TITLE</u>	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>
		<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>	<u>9 MONTHS 12 MONTHS</u>
IV	PROFESSOR	\$58,513	\$74,267	\$90,020	\$105,774	\$121,527
		70,216	89,120	108,024	126,928	145,832
III	A	42,825	54,354	65,884	77,414	88,943

ACADEMIC SALARY SCHEDULE — STATE COLLEGES, FY 2004-05

	<u>MINIMUM</u>	<u>Q1</u>	<u>MEDIAN</u>	<u>Q3</u>	<u>MAXIMUM</u>										
	<u>9 MONTHS</u>	<u>9 MONTHS</u>	<u>9 MONTHS</u>	<u>9 MONTHS</u>	<u>9 MONTHS</u>										
	<u>12 MONTHS</u>	<u>12 MONTHS</u>	<u>12 MONTHS</u>	<u>12 MONTHS</u>	<u>12 MONTHS</u>										
<u>RANK</u>	TIT-928	619.38	Tm-0.03	52	0.72	12.6	ref409.74	630.06	56.7	0.77997	ref0	g63	629.58	0.72	12.6

FISCAL YEAR 2004-05
COMMUNITY COLLEGE ACADEMIC SALARY SCHEDULE

CATEGORY

~~COMMUNITY COLLEGE FACULTY SALARY PLAN~~

~~(2.5 percent merit schedule)~~

Section 30. Community College Academic Salary Schedule

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

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

~~2. Steps and Columns~~

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

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

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

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

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

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

~~3. Initial Placement~~

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

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

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

Section 31. Community College Salary Plan, Basic Concepts

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

(B/R 3/02)

Section 32. Community College Professional Advancement Program

1. Eligibility For Professional Advancement

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

2. Expense Encumbrance or Reimbursement Disclaimer

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

3. Voluntary Program

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

4. Faculty Senate Review Committee for Professional Advancement Appeals

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

(B/R 3/02)

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

PROGRAM OUTLINE

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

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

~~2. Degree Programs~~

- ~~a. The academic faculty member wishing to advance across the columns on the salary schedule by completing a bachelors, masters or doctorate degree (columns 2, 3, 4 and 5) must submit a written formal request.~~
- ~~b.~~

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

- ~~a. The academic faculty member wishing to take individual contact hour courses for advancement across the columns on the salary schedule must submit a written formal request to the appropriate body who will forward the recommendation to the appropriate vice president/dean or designee². These courses could include, but are not limited to, continuing education courses in a specific discipline and specialized workshops~~

~~4.—Occupationally-Related Courses~~

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

~~5.—Official Verification~~

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

~~6.—Professional Licensure~~

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

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

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

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

~~PROGRAM CATEGORY STANDARDS~~

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

~~1.—Degree Program/Credit Courses~~

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

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

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

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

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

~~— Column 5 — Earned Doctorate~~

³Equivalency will be determined by the appropriate body.

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

~~a. Continuing Education~~

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

~~2. All courses/workshops must meet national standards for occupational areas.~~

~~Movement from one column to another beyond column two must be~~ 6d0 g5495581.8 0.72003 12

APPEALS PROCESS

~~In the event that the faculty member's application for professional advancement is denied, the decision can be appealed. The appeal will be submitted to the faculty senate chair, who will forward the appeal to the appropriate committee. The committee will review and recommend to the faculty senate chair its approval or non-approval of the appeal. The faculty senate chair will carry the committee recommendation to the appropriate vice president/dean. If the appeal is denied by the vice president/dean, college grievance procedures can be utilized.
(B/R 3/02)~~

Section 33. Summer Term Salary Schedules

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

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

~~— UNLV Faculty~~

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

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

~~— Visiting Faculty~~

Professor	8 0 0 10.98 238.94 Tm0β.94 Tm0β.94.l g63 -68rr5ET34.2 Tm0.0012 Tc(100)TjET22
----------------------	---

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

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

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

~~5. Great Basin College~~

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

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

~~6. Truckee Meadows Community College~~

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

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

~~=—Per Credit Target~~

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

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

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

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

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

1. The University and Community College System of Nevada prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace. Any employee who violates this policy is subject to disciplinary action, which may include termination of employment.
2. During the course of employment, any employee who is convicted of violating a federal or state law prohibiting the sale of a controlled substance must be terminated as required by Nevada Revised Statutes 193.105, regardless of where the incident occurred.
3. Any employee who is convicted of unlawfully giving or transferring a controlled substance to another person or who is convicted of unlawfully manufacturing or using a controlled substance while acting within the scope of his/her University and Community College System of Nevada employment will be subject to discipline up to and including termination.
4. The term, "controlled substance" means any drug defined as such under the regulations adopted pursuant to Nevada Revised Statutes 453.146. Many of these drugs have a high potential for abuse. Such drugs include, but are not limited to, heroin, marijuana, cocaine, and other substances. On 6/10/2016 ref BT10son

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

- ii. UCCSN voluntary tax-sheltered annuity plan; and
 - iii. State of Nevada health insurance program under Nevada Revised Statutes 287.045. Eligibility for state health insurance is subject to a waiting period.
- c. Temporary Full-time Faculty. A temporary full-time faculty member under contract is entitled to the following benefits:
- i. All benefits provided to full-time faculty, except consideration for tenure and notice of non-reappointment.
3. Temporary Faculty Member Employed by More Than One Institution
- a. A temporary part-time faculty member who is employed concurrently at more than one

APPENDIX

The Family and Medical Leave Act of 1993

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

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

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

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons. An eligible employee's right to FMLA leave year for specified family and medical reasons. An ew2i893ionsoTAPcu7f Tc-2vis;(begins Dv Tc0plovees toto.8

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

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

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

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

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

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

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

"Health care provider" means:

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

Maintenance of Health Benefits

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

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

Job Restoration

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

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

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

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

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

Notice and Certification

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

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

Further Information

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

7. "Confidential employee" means any employee who works in a personnel office or has, as part of his or her regular duties, access to management information, personnel information affecting employee relations or confidential information used by management in collective bargaining, or any employee in the offices of the eCancellor or the pPresidents. (B/R 2/90)
8. "Employee" means any individual employed by a member institution or unit of the System. (B/R 2/90)
9. "Employee organization" means any organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of collective bargaining. (B/R 2/90)
10. "Managerial employee" means any individual employed in a position in which the principal functions performed are characterized by the administration of collective bargaining agreements or major personnel decisions, or both, including the staffing, hiring, firing, transferring, laying off, disciplining, evaluating, promoting or training of professional employees. (B/R 2/90)
11. "Member institution" means the University of Nevada, Reno; the University of Nevada, Las Vegas; the Desert Research Institute; the Nevada State College, Henderson; the Community College of Southern Nevada; the Great Basin College; the Truckee Meadows Community College; or the Western Nevada Community College. (B/R 12/02)
12. "President" means the chief administrative officer of the University of Nevada, Reno; the University of Nevada, Las Vegas; the Desert Research Institute; the Nevada State College, Henderson; the Community College of Southern Nevada; the Great Basin College; the Truckee Meadows Community College; or the Western Nevada Community College. (B/R 12/02)
13. "Professional employee" means any employee issued a contract or letter of appointment by a member institution or unit of the System for employment in the professional service of the System for a period exceeding six months at .50 FTE or more, but excluding adjunct faculty members, administrators and clinical faculty members. (B/R 2/90)

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

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

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

Section 3. Right to Join Employee Organizations

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

Section 4. Bargaining Unit

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

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

3. If a majority of the department chairs or those professional employees whose duties are functionally equivalent to department chairs in a unit, not otherwise excluded from a collective bargaining unit as provided in this chapter, specify that they wish to be included in the collective bargaining unit, they shall be included in the collective bargaining unit, but otherwise they shall not be included in the collective bargaining unit. Such employees will notify the president of their preference as to inclusion or exclusion

Section 6. Election

Vote for one alternative:

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

_____ No, I do not want collective bargaining.

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

Section 8. Decertification

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

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

Section 9. External Funding

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

Section 10. Agreements Shall Be in Writing

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

Section 11. Written Notice; Duration of Agreement

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

Section 12. Informal Discussions

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

Section 13. Scope of Collective Bargaining

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

2. All provisions of the University and Community College System of Nevada Code, institutional bylaws and all other policies, procedures, rules and regulations of whatever nature of the University and Community

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

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

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

Section 18. Deadlock

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

Section 19. Strikes; Lockouts

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

Section 20. Injunctions

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

Section 21. Violations

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

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

hancellor

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

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

Section 22. Suspension of Striking Employees

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

Section 23. System Prohibitions

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

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

Section 24. Employee Prohibitions

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

1. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under this chapter;
2. Cause or attempt to cause the System or any of its representatives to discriminate in regard to hiring or any term or condition of employment in order to encourage or

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

(B/R 5/72)

Section 3. Limit on Teaching

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

(B/R 8/70)

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

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

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

(B/R 3/74)

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

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

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

Section 5. Special Graduate Assistant Appointments

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

Title 4 - Codification of Board Policy Statements

Chapter 6

CLASSIFIED STAFF OF THE UNIVERSITY

Section 1. Definition

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

Section 2. Personnel Policies

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

Section 3. Monetary Awards

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

Title 4 - Codification of Board Policy Statements

Chapter 7

RESIDENT PHYSICIANS, RESIDENT DENTISTS, AND POSTDOCTORAL FELLOWS

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

1. Resident physicians and resident dentists (hereinafter referred to as ~~R~~Residents) are doctors who are continuing their medical or dental education after receipt of the medical or dental Degree through continued instruction and the provision of patient care services by means of educational, clinical experience in University of Nevada-affiliated institutions and organizations, and who may also provide instructional services to medical or dental students as the Residents' experience and education allows. (B/R 4/99)
2. Faculty of the School of Medicine and School of Dental Medicine are responsible for the supervision and instruction of the Residents.
3. The majority of the Residents' time is in hospitals, clinics, physician's offices, and other health care facilities throughout the State of Nevada. Therefore, while on University of Nevada contract, Residents may rotate outside the School of Medicine and School of Dental Medicine with affiliated and non-affiliated institutions as long as these clinical rotations are approved by the department or program to which the Resident is assigned. (B/R 4/99)

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

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

6. Procedures to be followed for the offering of contracts to Residents shall be established by the institutional ~~p~~

3. Funds to pay for group health and life insurance, unemployment compensation coverage, or other group insurance plans will be provided to the Residents by the agency that provides the salary funds for the Resident.
4. Effective January 1, 1993, Residents will participate in a 403(b)-retirement plan, with contributions of 6.2% of salary, made by both the employer and the Residents.
5. Residents will be covered under the state's workers compensation program and Medicare.

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

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

(B/R 12/03)

Section 7. Benefits - Postdoctoral Fellows

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

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