TITLE 2 – Nevada System of Higher Education CODE

CHAPTER 5

PERSONNEL POLICY FOR FACULTY

Section 5.1 Applicability 2
Section 5.2 Personnel Actions 2
Section 5.3 Appointing Authority 2
Section 5.4 Appointment and Termination 3
Section 5.5 Salaries 20
Section 5.6 Faculty Benefits 22
Section 5.7 Grievance Procedures 24
Section 5.8 Continuation and Termination of Faculty Appointments at Desert Research Institute (DRI) 25
Section 5.9 Notice of Nonreappointment and Notice of Termination for System, Except DRI 29
Section 5.10 Termination Upon Exhaustion of Leave or Falsification of Credentials 32
Section 5.11 Academic and Equivalent Ranks and Titles 34
Section 5.12 Evaluation 34
Section 5.13 Annual Performance Evaluation of Tenured Faculty 35
Section 5.14 Oaths or Affirmations 36
Section 5.15 Resignations/Leave 36
Section 5.16 Review of Evaluations and/or Denial of Salary Increase 37

Section 5.1 Applicability

Unless otherwise stated, the provisions of this chapter apply to all faculty of the System having an employment contract provided for herein, but excluding letters of appointment.

Section 5.2 Personnel Actions

5.2.1 **Recommendations for Action.** All recommendations for personnel actions shall be directed through regular administrative channels.

5.2.2 **Final Approval.** The President must approve all recommendations concerning appointments to employment, nonreappointment to employment of nontenured faculty members, salary, promotion, or appointment with tenure within the President's System institution. However, an appointment with tenure shall also require, before becoming effective, the approval of the Board of Regents. The President must provide 5 working days notice to the institutional faculty senate prior to approving a promotion to the position of Associate Professor (Rank III) or Professor (Rank IV). In accordance with the requirements of *NRS* 281.210, employees who are related to the institution President within the third degree of consanguinity or affinity must be appointed by the Board of Regents.

5.2.3 **Denial of Appointment with Tenure, Promotion or Reappointment.** A faculty member who has been denied appointment with tenure, promotion, reappointment to employment, or who has received a notice of termination may, within 15 calendar days after notification of such denial or termination, provide a written request to the department chair, supervisor, or dean who rendered the negative decision asking for a statement in writing of the reasons for the denial or notice of termination. The response must be received by the faculty member within 15 calendar days after the appropriate administrator receives the written request for reasons.

5.2.4 **Reconsideration of Personnel Action Denying Appointment with Tenure, Promotion or Reappointment.** Within 15 calendar days after receipt of the written reasons for denial of appointment with tenure, promotion or reappointment to employment, or for the issuance of a notice of termination, a faculty member may request reconsideration. The request shall be submitted in writing to the faculty member's department chair, supervisor, or dean who rendered the negative decision together with the reasons, arguments and documentation supporting the request for reconsideration. The request for reconsideration shall be promptly directed through regular administrative channels with recommendations for or against reconsideration of the decision. Final action shall be taken within a reasonable time by the President after receipt of the recommendations, except that if the President, after reconsideration, decides to recommend appointment with tenure should be granted, the final decision must be made by the Board of Regents.

5.2.5 **Faculty Not Eligible for Tenure.** Faculty of the special units and the DRI shall not be eligible for appointment with, nor shall have, tenure under any circumstances, except for such tenured appointments as have already been made prior to July 1, 1983.

(B/R 9/10)

Section 5.3 Appointing Authority

The President of each System institution shall be the appointing authority for all faculty of the System institution. No employment contract is valid without the President's signature and a contract form which has not been signed by the President is considered an instrument of negotiation and is not a binding contract or offer. The President shall have the authority to issue a contract for employment for any approved or budgeted position, except as otherwise stated in Subsections 1.6.1 and 5.4.2 of the Nevada System of Higher Education (NSHE) Code.

Section 5.4 Appointment and Termination

5.4.1 **Recruitment Procedures**. Each System institution shall develop procedures for recruitment and selection of faculty. These procedures shall be published in the administrative manual of the System institution. Such procedures shall be consistent with the provisions of the NSHE Code.

5.4.2 **Duration of Employment Contracts.**

(a) Except as provided in this Subsection, an employment contract shall be for a term not to exceed twelve months. In any case, an employment contract's termination shall coincide with the conclusion of a fiscal year of the System. Except as provided in this Subsection, an employment contract for a term in excess of twelve months or which overlaps a fiscal year requires the approval of the Board of Regents prior to being issued or becoming binding.

(b) At the time of the initial appointment to employment of a faculty member who would otherwise be eligible for tenure and after consultation with the applicable department or other similar administrative unit, a President may offer at the President's discretion, and the faculty member may agree to accept, an employment contract for a period of up to three years which would not provide for eligibility for an appointment with tenure. A faculty member employed under such a contract shall not be eligible for appointment with, nor shall have, tenure during the period of such contract under any circumstances. At the termination of such an initial employment contract, succeeding employment contracts for periods of up to three years each under the same conditions as stated in this paragraph may be offered by the President at the President's discretion and accepted by the faculty member. Alternatively, the contract, at the discretion of the President, may be renewed on an annual basis and accepted as such by the faculty member. Faculty members accepting employment contracts authorized by this paragraph shall be placed in Rank O or Range O, as the case may be. During the term of such contracts such faculty members shall be eligible to receive salary increases and faculty benefits authorized under Subsection 5.6 of the NSHE Code at the same time and under the same conditions as other faculty members of the System. An initial employment contract authorized by this paragraph for a term of up to one year shall require at least 90 calendar days notice of nonrenewal of appointment prior to the contract's termination, such a contract for a term

of two years shall require at least 180 calendar days notice of nonrenewal of appointment prior to the contract's termination and such a contract for a term of three years shall require at least 365 calendar days notice of nonrenewal of appointment prior to the contract's termination. All succeeding employment contracts authorized by this paragraph of whatever duration shall require 365 calendar days notice of nonrenewal of appointment prior to the contract's termination. Nothing in this paragraph shall prevent the President from offering at the President's discretion, and the faculty member from accepting, an employment contract for a position providing eligibility for tenure after the termination of any employment contract authorized by this paragraph.

(c) Except as provided in this paragraph, after the third year of employment, a President may offer at the President's discretion, and a nontenured faculty member may accept, an employment contract for a period of up to three years. At the termination of such an employment contract, succeeding employment contracts for periods of up to three years each may be offered by the President at the President's discretion and accepted by the nontenured faculty member. Alternatively, the contract, at the discretion of the President, may be renewed on an annual basis and accepted as such by the faculty member. During the term of such contracts, such nontenured faculty members shall be eligible to receive salary increases and faculty benefits authorized under Subsection 5.6 of the NSHE Code at the same time and under the same conditions as other faculty members of the System. The minimal notice of nonrenewal of appointment shall be as provided in Section 5.9 of the NSHE Code. The provisions of this paragraph shall not be applicable to faculty employed for a probationary period in a position providing eligibility for tenure or employed under paragraph (b) herein. The President may establish specific criteria in the institutional bylaws for issuance of extended contracts under this paragraph. Nothing in this paragraph shall give rise to any appointment or eligibility for appointment with tenure under any circumstances.

(d) Nontenured faculty at the William S. Boyd School of Law, after the third year of employment, may be offered and may accept an employment contract for a period of up to five years. At the termination of such an employment contact, succeeding employment contracts for periods of up to five years each may be offered. All such employment contracts shall be on the same basis as, and subject to the same limitations, terms and conditions as those described in paragraph (c) herein.

(e) Contracts for athletic directors, head athletic coaches, and certain other athletic personnel are subject to and governed by Title 4, Chapter 24.

5.4.3 Terms and Conditions of Employment. In accordance with Section 5.4.4 below, all employment contracts shall be in writing, electronic or hard copy, and shall specify therein the terms and conditions of employment. The provisions of the NSHE Code, in their entirety and as amended from time to time, shall be a part of the terms and conditions of every employment contract, except as may be varied in the contract. Any understanding, promise, term, condition or representation not contained in the contract is of no effect.

5.4.4 **Employment Contracts and Interpretation.** An initial employment contract shall not be binding until executed, either electronically or by any process that demonstrates the acceptance of its terms and conditions by both the appointee and the appointing authority, and approved as may be provided in this NSHE Code. Except as otherwise provided in Code Section 5.4.2, and if the employment contract has not been terminated or expired as provided in the terms of the contract and notice of non-reappointment or termination has not been issued, subsequent employment contracts shall renew, without any action required of the appointing authority or the appointee, on July 1 and end on the following June 30th. The renewed employment contract, if any, shall include any merit increases awarded to the employee, cost of living or other compensation adjustments funded by the Nevada Legislature, as well as any furloughs, unpaid leave or salary reductions imposed by the Nevada Legislature, Office of the Governor, Board of Regents, or any combination thereof. Any other amendments of the terms and conditions in an employment contract shall be accepted by the employee, who shall be deemed to have accepted the amended terms and conditions by any of the following means: (i) an electronic or other process which demonstrates acceptance of the amended and renewed contract; (ii) the cashing of a payroll check during the term of the renewed contract; or (iii) the failure to refund within seven calendar days the entirety of any payroll check electronically deposited into the employee's account during the term of the renewed contract. All employment contracts are subject to and interpreted in accordance with Nevada law and Board of Regents' Code.

5.4.5 **Financial Reasons for Furlough, Reduction in Pay or Lay Off**

(a) A faculty member may be furloughed, have pay reduced, or be laid off as an employee before the end of the contract term because of a financial exigency declared by the Board of Regents. For faculty members of the Desert Research Institute, however, refer to Section 5.8 of the NSHE Code.

(b) Faculty members may be furloughed, have pay reduced, or be laid off under this Subsection for a financial exigency upon a declaration of the Board of Regents, after a recommendation for same by the Chancellor and by the Presidents of the System institutions to be affected by the proposed financial exigency, that a financial exigency exists in the System, a System institution, or an administrative unit of a System institution. Nothing in this provision shall prevent the layoff of a faculty member under this Subsection without such a declaration of the Board of Regents when such faculty member's employment contract contains the specific provision that such faculty member's continued employment during the term of the contract is dependent on the availability of funds, nor is a declaration of financial exigency (with the accompanying requirements of Section 5.4.6) required in order for the Board of Regents to consider and implement pay reductions or unpaid leave equating to six percent or less of base pay as a result of final legislative action to generally reduce all state employee pay by that amount. Such legislatively authorized pay reduction shall not be implemented earlier than the start of the next fiscal year commencing after the date of Board of Regents approval nor without first considering the recommendation of the Chancellor and the Council of Presidents after consultation with the faculty senates, with consideration of alternative means of reducing expenses to meet budget reductions and methods of maintaining recognition of base pay and salary schedules. The pay

reductions or unpaid leave shall be for no more than two years. If the final legislative action continues to generally reduce all state employee pay beyond a two year period, the Board of Regents may likewise extend such reductions beyond two years, up to a cumulative cap of 6 percent for the entire period of the reduction, based on the same process of consultation and recommendation required for the initial implementation.

(c) Before a recommendation is made to the Board of Regents by the Chancellor and the President or Presidents that a financial exigency should be declared:

1. The Chancellor and the President or Presidents shall be satisfied that all available means to reduce the expenditure levels (i) are exhausted, (ii) would not be adequate, (iii) would not be feasible or (iv) would not be appropriate.

2. The President or Presidents shall seek the advice of the senates or senate representatives of System institutions to be affected by the proposed declared financial exigency concerning said exigency and such advice shall be forwarded to the Board of Regents along with recommendations of the Chancellor and the President or Presidents.

(d) After a financial exigency has been declared by the Board of Regents, depending upon the circumstances, the Board may choose to immediately implement a financial exigency or authorize the following provisions to be put into effect:

1. Each System institution affected shall select an ad hoc financial exigency committee to prepare recommendations for a plan to implement the discontinuance or reduction in size of administrative units, projects, programs or curricula, to include furloughs, pay reductions or faculty lay-offs if necessary, due to the financial exigency. Each such plan shall establish the criteria necessary for recommending and determining such actions.

2. The President shall determine the number of persons to serve on the ad hoc financial exigency committee, shall choose the chair of the committee and, in addition, shall choose one half of the remaining membership of the committee. The senate shall elect one half of the membership of the committee. The chair shall vote only in case of a tie vote. The plan recommended by the committee must receive the approval of the President.

3. The plan, as approved by the President, must be submitted to the Chancellor within a time limit agreed to by the President and the Chancellor. If the plan is not submitted within that time, the Chancellor, at the Chancellor's option, may extend the time for such submission or may prepare a plan for the System institution which fails to submit such plan within the time limit set or as may be extended.

4. In the case of a System-wide financial exigency, all plans must be forwarded to the Council of Presidents for review and recommendations as to any necessary coordination between the System institutions in the implementation of the plans and to harmonize or eliminate any material conflicts in the plans.

5. All plans must be reviewed by the Chancellor and the President or Presidents before being forwarded to the Board of Regents.

6. All plans must be forwarded to the Board of Regents with the recommendations of the Chancellor and the President or Presidents and all plans must receive the approval of the Board, which shall be final. The Board may appoint an ad hoc financial exigency committee composed of members of the Board to work with the System institutions in preparing and reviewing plans and to report to the Board concerning plans prior to their consideration by the full Board.

7. A plan shall take into consideration the affirmative action goals of the System, the responsibility of the System and the System institutions to continue to offer the appropriate ranges of programs or curricula to its enrolled students and the missions of the institutions of the NSHE.

(e) A financial exigency, once declared, may be reviewed every 180-calendar days or sooner if appropriate, by the Board of Regents on the issue of whether it should continue or be declared ended. Before making a recommendation to the Board of Regents on whether a state of financial exigency should be continued or be declared ended, the President or Presidents shall seek the advice of the senates of the System institutions to be affected by the financial exigency and shall obtain their respective recommendations concerning whether the state of financial exigency should continue or be declared ended. The senate recommendations shall be forwarded to the Board of Regents along with the recommendations of the Chancellor and the President or Presidents.

5.4.6 Procedures for Furlough, Pay Reduction or Lay Off Due to Financial Exigency

(a) If a faculty member is furloughed, pay is reduced or the faculty member is given notice of lay off or is laid off because of financial exigency as provided in this chapter, the provisions of this Subsection shall be applicable.

(b) The faculty member shall be continued in employment, if possible and if such employment does not result in the termination of employment of another faculty member, in an appropriate qualified professional capacity within the System institution involved. The President of the institution, in consultation with the faculty senate, shall in writing set forth the administration's policy regarding the possible continuation in employment of faculty members who are to be furloughed, reduced in pay or laid off for financial exigency.

(c) If a faculty member is laid off for financial exigency, the faculty member's position will not be filled within a period of two years, unless a reasonable attempt to offer reappointment has been unsuccessful or reappointment has been offered in writing and the faculty member has not accepted the same in writing within 20 calendar days of the receipt of the offer. The reappointment referred to herein shall be at the faculty member's previous rank or salary level. If the institution, within two years of a faculty member's lay off, intends to establish tenure track positions in the faculty member's former subject area, and if an offer of appointment is made to the former faculty member, it must include an offer of tenure.

(d) A lay off for financial exigency shall require at least 60 calendar days notice, except that if a financial exigency is such that adequate funds do not exist to pay the salary of the faculty member being laid off for such period, the notice period may be shortened to a period commensurate with the amount of funds reasonably available to make such payments. Notice of furlough or pay reduction for financial exigency shall require at least 15-calendar days notice.

(e) Notice of the furlough or pay reduction of faculty members for financial exigency or notice of a lay off for financial exigency, except for notice of nonreappointment to employment of faculty members given under Subsections 5.4.2, 5.8.2, 5.9.1 or 5.9.2 of the NSHE Code, shall be in writing and shall furnish the faculty member with a reasonably adequate statement of the basis for the decision to furlough, reduce pay or lay off the faculty member, a reasonably adequate description of the manner in which the decision was arrived at and a reasonably adequate disclosure of the information and data upon which the decision-maker or makers relied. The notice shall also inform the faculty member of the right to reconsideration, the procedures for reconsideration and the identity of the person or persons to whom a request for reconsideration should be directed.

(f) Within 15 calendar days after receipt of the notice of furlough, pay reduction or lay off for financial exigency, the faculty member may request reconsideration of the decision to furlough, reduce pay or to lay off at which time the following provisions and procedures are applicable:

1. The reconsideration process shall be limited in its scope to the issue of whether there is sufficient evidence to support the specific decision to furlough, reduce pay or to lay off the faculty member requesting the reconsideration or whether there has been material deviation from the procedures established on which such a specific furlough, pay reduction or lay off decision has been based, or both. There shall be no reconsideration of the policy decisions to declare a financial exigency, to discontinue or reduce in size an administrative unit, project, program or curriculum because of financial exigency.

2. In the event decisions are made to furlough, reduce pay or to lay off faculty members under this Section because of financial exigency, the President shall establish one or more employment review committees. The President shall determine the number of persons to serve on each committee, shall determine their terms of service, shall choose the chair of each committee and, in addition, shall choose one half of the remaining membership of each committee. The senate shall elect one half of the membership of each committee. A chair shall vote only in case of a tie vote. No one who took part in making the specific recommendation to the President to furlough, reduce pay or to lay off the faculty member requesting the reconsideration may be a member of an employment review committee.

3. The request for reconsideration shall be submitted in writing to the President, together with the reasons, arguments and documentation supporting the request for reconsideration. The President shall immediately send the request for reconsideration, together with a copy of the notice of furlough, pay reduction or lay off, to the employment review committee. Administration may respond in writing to the request for reconsideration. Any such written response must be served on the employment review committee and the affected faculty member no later than three calendar days before the reconsideration hearing.

4. The employment review committee shall hold a hearing on the request for reconsideration within 15 calendar days of its receipt or, given the number of requests that may be received, as soon after that time limit as is reasonably feasible. The hearing shall be informal and nonadversarial in nature. The committee shall have the discretion to consolidate hearings. The hearing shall be recorded by audio and a copy of the audio recording must be provided to the faculty member upon request.

5. The faculty member requesting reconsideration may have an advisor. Evidence presented must possess reasonably probative value, materiality and relevancy to the employment decision. The faculty member requesting reconsideration has the burden of showing that the decision to furlough, reduce pay or to layoff cannot be sustained.

6. The System institution in which the furlough, pay reduction or the layoff is due to take place shall have an opportunity at the reconsideration hearing through its representatives to respond to the contentions of the faculty member requesting reconsideration or to otherwise correct any erroneous or misleading information presented to the committee.

7. The employment review committee shall forward its written recommendation to the President on the issue or issues presented by the request for reconsideration within 10 calendar days after the conclusion of the hearing. The President shall make a decision within 5 calendar days after receipt of the recommendation. The President's decision shall be final and shall be sent, in writing, to the faculty member requesting reconsideration.

(g) The review provided by this Subsection for furloughs, pay reductions or for lay-offs because of financial exigency shall be the exclusive means of review of such decisions. However, such review shall not be applicable to the issuance of notices of nonreappointment to employment of faculty members as provided in Subsections 5.4.2, 5.8.2, 5.9.1 and 5.9.2 of the NSHE Code.

(h) All notices or other documents may be served electronically, by mail or hand-delivered.

5.4.7 Curricular Reasons for Lay Off

A faculty member may be laid off because an administrative unit, project, program or curriculum has been discontinued, reduced in size or reorganized for bona fide reasons pertaining to the missions of the System institutions, resulting in the elimination of the faculty member's position. Bona fide curricular reasons may include, but are not limited to, low or declining student demand, changes in the mission of a system institution, or adverse financial conditions forcing a system institution to prioritize its projects, programs and curricula. Such curricular revisions shall come as a consequence of the academic planning process as established in writing, after consultation with the faculty senate regarding each of the matters set forth below in this Subsection. The said academic planning process must be approved by the Presidents of the member institutions affected, and may be set forth in the institutional bylaws. The process must include, but is not limited to, the following steps:

(a) The administration shall prepare and make public an initial curricular revision proposal that includes, but is not limited to, the following:

1. The reasons for the proposed curricular revisions;
2. The criteria by which an administrative unit, project, program or curriculum were selected for curricular revision which results in the elimination of faculty positions;
3. The process and criteria that will be used in attempting to continue faculty members in employment under Sec. 5.4.8(b); and;
4. The process and criteria which will be used to determine whether a laid off faculty member should be offered reappointment under Sec. 5.4.8(c).

(b) The administration shall provide access to all the financial data relied upon in developing the proposal;

(c) An affected administrative unit, project, program or curriculum shall be given the opportunity to suggest alternatives to the initial proposal;

(d) The faculty senate shall review the initial proposal (along with any alternatives suggested by an affected administrative unit, project, program or curriculum), and may comment on the necessity of the proposed curricular revisions and make recommendations for alternatives to the proposed curricular revisions;

(e) The administration shall present the final curricular revision proposal to the Board of Regents for approval at a regular or special meeting of the Board before layoff notices are served.

For faculty members of the Desert Research Institute, however, refer to Section 5.8 of the NSHE Code.

5.4.8 Procedures for Lay Off Due to Curricular Reasons

(a) If a faculty member is given notice of lay off or is laid off for curricular reasons as provided in this chapter, the provisions of this Subsection shall be applicable.

(b) The faculty member shall be continued in employment, if possible and if such employment does not result in the termination of employment of another faculty member, in an appropriate qualified professional capacity within the System institution involved.

(c) If a faculty member is laid off for curricular reasons, the faculty member's position will not be filled within a period of two years, unless a reasonable attempt to offer reappointment has been unsuccessful or reappointment has been offered in writing and the faculty member has not accepted the same in writing within 20 calendar days of the receipt of the offer. The reappointment referred to herein shall be at the faculty member's previous rank or salary level. If the institution, within two years of a faculty member's lay off, intends to establish tenure track positions in the faculty member's former subject area, and if an offer of appointment is made to the former faculty member, it must include an offer of tenure.

(d) If a faculty member is notified of a lay off for curricular reasons on or before December 1 of the faculty member's current contract year, the layoff shall not be in effect until the following June 30. If a faculty member is notified of a lay off for curricular reasons after December 1 of the faculty member's current contract year, the layoff shall not be in effect until the completion of the contract year immediately following the June 30th of the contract year of notice.

(e) Notice of a lay off for curricular reasons, except for notice of nonreappointment to employment of faculty members given under Subsections 5.4.2, 5.8.2, 5.9.1 or 5.9.2 of the NSHE Code, shall be in writing and shall furnish the faculty member with a reasonably adequate statement of the basis for the decision to lay off the faculty member, a reasonably adequate description of the manner in which the decision was arrived at, and a reasonably adequate disclosure of the information and data upon which the decision-maker or makers relied. The notice shall also inform the faculty member of the right to reconsideration, the procedures for reconsideration and the identity of the person or persons to whom a request for reconsideration should be directed.

(f) Within 15 calendar days after receipt of the notice of lay off, the faculty member may request reconsideration of the decision to lay off at which time the following provisions and procedures are applicable:

1. The reconsideration process shall be limited in its scope to the issue of whether there is sufficient evidence to support the specific decision to lay off the faculty member requesting the reconsideration or whether there has been material deviation from the procedures established on which such a specific lay off decision has been based, or both. There shall be no reconsideration of the policy decisions to discontinue, reduce in size or reorganize an administrative unit, project, program or curriculum because of curricular reasons.

2. In the event decisions are made to lay off faculty members under this Section because of curricular reasons, the President shall establish one or more employment review committees. The President shall determine the number of persons to serve on each committee, shall determine their terms of service, shall choose the chair of each committee and, in addition, shall choose one half of the remaining membership of each committee. The senate shall elect one half of the membership of each committee. A chair shall vote only in case of a tie vote. No one who took part in making the specific recommendation to the President to lay off the faculty member requesting the reconsideration may be a member of an employment review committee.

3. The request for reconsideration shall be submitted in writing to the President, together with the reasons, arguments and documentation supporting the request for reconsideration. The President shall immediately send the request for reconsideration, together with a copy of the notice of lay off, to the employment review committee. Administration may respond in writing to the request for reconsideration. Any such written response must be served on the employment review committee and the affected faculty member no later than three calendar days before the reconsideration hearing.

4. The employment review committee shall hold a hearing on the request for reconsideration within 15 calendar days of its receipt or, given the number of requests that may be received, as soon after that time limit as is reasonably feasible. The hearing shall be informal and nonadversarial in nature. The committee shall have the discretion to consolidate hearings. The hearing shall be recorded by audio and a copy of the audio recording must be provided to the faculty member upon request.

5. The faculty member requesting reconsideration may have an advisor. Evidence presented must possess reasonably probative value, materiality and relevancy to the employment decision. The faculty member requesting reconsideration has the burden of showing that the decisions to furlough, reduce pay or to layoff cannot be sustained.

6. The System institution in which the layoff is due to take place shall have an opportunity at the reconsideration hearing through its representatives to respond to the contentions of the faculty member requesting reconsideration or to otherwise correct any erroneous or misleading information presented to the committee.

7. The employment review committee shall forward its written recommendation to the President on the issue or issues presented by the request for reconsideration within 10 calendar days after the conclusion of the hearing. The President shall make a decision within 5 calendar days after receipt of the recommendation. The President's decision shall be final and shall be sent, in writing, to the faculty member requesting reconsideration.

(g) The review provided by this Subsection for layoffs because of curricular reasons shall be the exclusive means of review of such decisions. However, such review shall not be applicable to the issuance of notices of nonreappointment to employment of faculty members as provided in Subsections 5.4.2, 5.8.2, 5.9.1 and 5.9.2 of the NSHE Code.

(h) All notices or other documents may be served electronically, by mail or hand-delivered.

5.4.9 Reassignment and Transfer of Administrators.

(a) Reassignment of Administrators. An administrator who is not otherwise employed with tenure serves in an administrative capacity at the pleasure of the appointing authority. Such an administrator may be removed from the administrative position without cause, reasons or right of reconsideration. However, if such an administrator is relieved of the administrative title and duties for the position which the administrator occupied, the administrator shall continue as a member of the faculty, with all rights and privileges of the faculty, of the System institution in which the administrator was employed until the completion of the administrator's contract of employment unless the contract provides otherwise. During that period of time, the administrator shall be reassigned to duties within the System institution. Nothing in this Section shall be interpreted as

abrogating the notice of nonreappointment provisions of Subsections 5.4.2, 5.8.2, 5.9.1, 5.9.2, 5.9.3, 5.9.4 and 5.9.6 of the NSHE Code.

(b) Transfer of Administrators.

1. Process

In order to support shared services initiatives approved by the Board of Regents, the Chancellor may transfer an administrator to any NSHE institution or unit, in accordance with the restrictions of this policy. For purposes of this Section, the term “administrators” means administrative faculty employed in executive, supervisory or support positions, and excludes faculty in tenure-eligible positions and tenured faculty. Before making the decision to transfer an administrator, the Chancellor shall provide a written recommendation regarding the transfer of an administrator to the Presidents and the faculty senates of the institutions affected by the transfer, and to the administrator(s) being recommended for transfer. The Chancellor’s written recommendation shall address the following:

1. The business purpose for the transfer and the impact on services;
2. The consideration of alternatives;
3. The financial and budget impact of the transfer, including but not limited to the allocation of costs or savings between the institutions involved;
4. The liability for employee annual leave, which may include, but is not limited to sharing of the liability by the institutions/units and/or directing employees to use leave; and
5. Any specific and extraordinary impact on affected individuals.

The administrators proposed to be transferred, Presidents and faculty senates of the institutions affected, shall have the opportunity to provide written input within thirty (30) calendar days after receipt of the Chancellor's written recommendation. The Chancellor shall issue a written final decision providing a final version of the original justification as well as the final recommendation. A copy of the written decision of the Chancellor shall be provided to the Board of Regents.

2. Rights of Transferred Administrator(s).

The transferred administrator shall continue as a member of the faculty with all rights and privileges of the faculty of the System institution or unit to which the administrator is transferred. Except as may be provided in the transfer plan regarding annual leave, employee sick and annual leave shall transfer with the administrator to the new institution or unit. Before the date of transfer, DRI employees shall have the right to make a written request for payment of a portion of sick leave and/or sell back of a portion of annual leave in accordance with DRI Bylaws, Chapter 1, Sections 10.1 and 10.3. The rights provided to DRI employees under DRI Bylaws, Chapter 10, Sections 10.1 and 10.3 do not transfer with the employee to the new institution or unit. For the purposes of contract renewals and other notices, the employee will retain his or her original NSHE hire date.

3. Geographic Limitations on Transfer.
Administrators shall not be transferred between northern institutions or northern offices (including but not limited to UNR, WNC, TMCC, GBC, DRI-North, System Administration/SCS-North) and southern institutions or southern offices (including but not limited to UNLV, NSU, CSN, DRI-South, System Administration/SCS-South), and between GBC and Reno/Carson City (UNR, WNC, TMCC and DRI-North, System Administration/SCS-North) institutions without the agreement of the employee. If an employee consents to transfer between northern and southern institutions, or GBC and Reno/Carson City institutions, moving expenses shall be provided in accordance with state law.

4. Miscellaneous.
Nothing in this Section shall be interpreted as abrogating the notice of nonreappointment provisions of Sections 5.4.2, 5.8.2, 5.9.1, 5.9.2, 5.9.3, 5.9.4 and 5.9.6 of the NSHE Code. The decision of the Chancellor to transfer an administrator in accordance with this Section is not subject to appeal. The transfer of an administrator in accordance with this Section is not subject to statement of reasons, reconsideration or grievance under Sections 5.2.3, 5.2.4 and 5.7, respectively, of the NSHE Code.

5.4.10 Credit for Leave Balance Between Schools of Medicine.

(a) Credit for Leave Balance.

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

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

1. University of Nevada, Las Vegas School of Medicine shall, not later than May 1, 2017, notify the Chancellor and University of Nevada, Reno School of Medicine of the identity of each University of Nevada, Las Vegas School of Medicine New Faculty Hire that has indicated they will accept employment with University of Nevada, Las Vegas School of Medicine effective July 1, 2017.

2. Not later than July 2, 2017, University of Nevada, Reno School of Medicine will notify the Chancellor and University of Nevada, Las Vegas School of Medicine of the accrued leave, sick and annual, for each University of Nevada, Las Vegas School of Medicine New Faculty Hire identified by University of Nevada, Las Vegas School of Medicine under Code Section 5.4.10(a)(1).

3. The Chancellor shall approve the credit for leave balance to be awarded to former University of Nevada, Reno School of Medicine employees that become University of Nevada, Las Vegas School of Medicine New Faculty Hires under Code Section 5.4.10(a)(1).

4. Subject to a maximum cap of 48 days of annual leave, and 96 days of sick leave, on a one-time basis only, the leave balances for each University of Nevada, Las Vegas School of Medicine New Faculty Hire shall be credited by University of Nevada, Las Vegas School of Medicine effective upon their date of hire at University of Nevada, Las Vegas School of Medicine.

5. University of Nevada, Reno School of Medicine shall not be required to pay out to any University of Nevada, Las Vegas School of Medicine New Faculty Hire any accrued leave, annual leave or sick, in excess of the amounts credited by University of Nevada, Las Vegas School of Medicine under Code Section 5.4.10(a)(4).

6. University of Nevada, Reno School of Medicine and University of Nevada, Las Vegas School of Medicine shall share the responsibility for accrued leave that is credited pursuant to a separate agreement approved by the Board of Regents.

7. University of Nevada, Las Vegas School of Medicine shall be authorized to direct each University of Nevada, Las Vegas School of Medicine New Faculty Hire to use credited annual leave subject to its policies.

(b) Credit of leave balance does not impact employment status.
For purposes of contract renewals and other notices, University of Nevada, Las Vegas School of Medicine New Faculty Hire will not retain his or her hire date. Except for the granting of leave credit, each University of Nevada, Las Vegas School of Medicine New Faculty Hire will be considered a new employee of NSHE under all applicable provisions of the NSHE Code, including, but not limited to, Section 5.4 of the NSHE Code. Additionally, the University of Nevada, Las Vegas School of Medicine New Faculty Hires shall be subject to a compensation and leave benefits accrual and implementation plan that differs from that currently used by University of Nevada, Reno School of Medicine.

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

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

(e) Policy Effective Date. The provisions contained in this Code Section 5.4.10 shall be effective as of August 15, 2016, and shall automatically terminate without the necessity of further action 3 years thereafter, unless extended or sooner terminated by the Board of Regents of the Nevada System of Higher Education.

5.4.11 Joint Faculty Appointments for Schools of Medicine

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

2. Joint faculty appointments pursuant to this Section shall be included under a Professor of Clinical Medicine series.

3. University of Nevada, Reno School of Medicine may establish a unified academic title series and faculty tracks for the non-tenure track clinician faculty it employs and the joint faculty employed by an affiliated hospital. The title series and faculty tracks shall be developed and agreed upon by the University of Nevada, Reno School of Medicine and affiliated hospital, subject to the approval of the University President, and reported to the Chancellor.

5.4.12 Emergency Furloughs Due to COVID-19 Budget Shortfalls

Notwithstanding any other provision in Title 2 of the NSHE Code or the *Board of Regents Handbook*, and to comply with emergency directives from the Office of the Governor or the Nevada Legislature to reduce budgetary expenditures and costs during any fiscal quarter, year or biennium due to the COVID-19 pandemic, the Board of Regents may authorize any NSHE institution and/or System Administration and its units to implement one or more monthly furlough days and/or half days for academic and administrative faculty and to reduce a faculty member's salary to reflect the furlough day(s) for all or any portion of fiscal year 2021, without the declaration of a financial exigency, the issuance of a notice of non-reappointment, or any other procedural requirement or review as set forth in this Chapter or any other provision of the Code or *Handbook*.

(a) Notice

1. A notice of furloughs shall be given under this Section to faculty members, either individually or collectively, and no less than ten (10) calendar days before the notice becomes effective. The time frame for notice pursuant to this Section may be shortened if funding is not reasonably available to continue making payments during this ten (10)-day notice period. Notice may be properly delivered via electronic means to the faculty member's work email account, hand delivered, and/or mailed through the US Postal Service to the faculty member's home address. If notice is mailed through the US Postal Service, the ten (10)-day notice period begins to run the day after mailing.

2. The notice shall provide the faculty member with a reasonable statement of the basis for the decision to furlough and a description of the manner in which the decision was arrived, including the date it was made and the information relied upon. The notice shall also inform the faculty member of the right to reconsideration of the decision, the procedures governing reconsideration, and the contact information for whom a request for reconsideration should be made.

(b) Process for Reconsideration

1. A faculty member may request reconsideration of the decision to impose one or more furlough days on the faculty member within five (5) calendar days of receiving notice of the furlough. Timely requests for reconsideration shall be limited to the issue of whether there is a reasonable basis to support the decision or a mistake of material fact was relied upon as it relates to the individual faculty member. There shall be no reconsideration of the Board's policy decision to authorize or implement furlough day(s) pursuant to this Section or due to a personal financial

hardship. A request for reconsideration will not stay implementation of a decision to implement one or more furlough day(s) for a faculty member, and the faculty member must comply with the furlough decision while the request is pending.

2. In the event decisions are made to impose furloughs under this Section, the President of each NSHE institution, as applicable, shall establish one or more reconsideration committees to review an individual faculty member's request for reconsideration. The President shall determine the number of persons to serve on each committee and their terms of service, designate one person of each committee to serve as the chair, and choose one half of the remaining membership of each committee. The Faculty Senate of the institution shall determine the remaining one half of the committee membership.

3. A request for reconsideration of a decision to furlough an individual faculty member must be timely submitted to the President, together with the reasons, arguments, and documentation supporting the request for reconsideration. The President shall send a request for reconsideration, together with a copy of the notice of furlough, to the review committee. The institution may respond to the request for reconsideration through an administrator designated by the President. A response must be submitted to the review committee and the faculty member no later than three (3) calendar days before the reconsideration hearing.

4. The review committee shall hold a hearing on the request for reconsideration within fifteen (15) calendar days of its receipt of the request or, given the number of requests that may be received, as soon thereafter as reasonably feasible. The hearing shall be informal and non-adversarial in nature. The committee shall have the discretion to consolidate multiple hearings. The hearing shall be recorded by audio and a copy of the audio recording must be provided to the faculty member upon request.

5. A faculty member requesting reconsideration may have an advisor present at the hearing. Evidence presented at the hearing must possess reasonably probative and material value and be relevant to the employment decision. The faculty member requesting reconsideration has the burden of showing that the decision to implement a furlough on the faculty member cannot be sustained.

6. The institution shall have an opportunity at the hearing through its representatives to respond to the contentions of the faculty member requesting reconsideration or to otherwise correct any erroneous or misleading information presented to the review committee.

7. The review committee shall forward its written recommendation to the President on the issue(s) presented by the request for reconsideration within ten (10) calendar days after the conclusion of the hearing. The President shall make a final decision within five (5) calendar days after receipt of the recommendation.

   The President's decision shall be final and shall be sent to the faculty member requesting reconsideration.

8. The reconsideration provided to faculty members by this Section for the imposition of one or more furlough day(s) shall be the exclusive process of review. It is not applicable to the issuance of notices of non-reappointment of employment or termination set forth in other provisions of the Code or *Handbook*. All notices or other documents served pursuant to this Section may be done so via email, hand delivered, and/or by US Postal Service mail.

(B/R 9/20)

Section 5.5 Salaries

5.5.1 Development and Review of Salary Schedules.

a. Use of Salary Schedules. Salary schedules are to be used for initial placement on a salary schedule pursuant to Title 4, Chapter 3, Section 27. Except as otherwise provided in subsection d., periodic and annual adjustments to the salary schedule are not to be construed to require adjustment of the salaries of currently employed faculty and staff.
b. Periodic Four-Year Salary Schedule Updates. The salary schedules for the universities, Desert Research Institute, special units, state college, and the community colleges for executives, administrators and faculty shall be reviewed and updated every four years. The Chancellor shall engage an independent compensation expert, with expertise in higher education compensation, to review and recommend to the Chancellor updates to the salary schedules using peer institution and other appropriate market data as determined by the independent expert. The institutional presidents may provide suggested peer institutions for consideration by the independent compensation expert. The independent compensation expert shall present the proposed updated salary schedules, methodology used (including the selection of peer institution and appropriate market data) and recommendations to the Presidents, human resources directors, and the Faculty Senate Chairs to obtain their input. The salary schedule update by an independent compensation expert shall be initiated no later than July 1 of the prior year when the adjustment will take effect. The adjustments recommended by the independent compensation expert shall be presented to the Board for approval at its fourth quarter (November/December) Board meeting before the adjustments will take effect. The Chancellor shall publish the updates no later than January of the year the adjustments will take effect and adjustments will be effective July 1.
c. Annual Salary Schedule Updates. In years where the periodic four-year update does not occur, the salary schedules shall be updated annually to reflect a cost-of-living adjustment (COLA) approved by the state legislature and/or market-based salary increases if appropriate. By October 1 of each year, the NSHE Human Resources Office after consultation with the institutional human resources directors shall recommend to the Board an annual percentage increase, if any, based upon, but need not be equal to, the state approved COLA and/or a review of the most recent data from indices such as CUPA, Oklahoma State University faculty salary survey data, WorldatWork and US Labor Market annual salary increases for higher education. The recommended adjustments shall be presented to the Board for approval at its fourth quarter (November/December) Board meeting before

the adjustments will take effect. The updated salary schedules may be published no later than January 30 of each year to be effective July 1.

d. Salary Adjustments for Individuals Below the Schedule Minimum. The salary of any individual whose current salary falls below the relevant updated salary schedule minimum shall be adjusted to the minimum of the respective salary schedule as of the effective date of the salary schedule adjustments for periodic and annual salary schedule updates. The Presidents shall inform the Chancellor of any adjustments made and the Chancellor will prepare an informational report for the Board in accordance with personnel privacy policy. Individuals whose salaries are within or above the salary range shall not receive a salary adjustment based on the updates to the salary schedule required pursuant to this section.

5.5.2 **Salary Schedule - Universities.** The salary schedule for academic faculty at the universities shall be related to academic rank, as defined in Section 5.11 of the NSHE Code, except for faculty in Rank O as provided in Subsection 3.2.3 of the NSHE Code. Employment contracts for administrators who also hold academic rank, as defined in Section 5.11 of the NSHE Code, shall state what part of their salaries is subject to reconsideration should they be discontinued as administrators.

5.5.3 **Salary Schedule – State College.** The salary schedule for academic faculty at the state college shall be related to academic rank, as defined in Section 5.11 of the NSHE Code, except for faculty in Rank 0 as provided in Subsection 7.2.3 of the NSHE Code. Employment contracts for administrators who also hold academic rank, as defined in Section 5.11 of the NSHE Code, shall state what part of their salaries is subject to reconsideration should they be discontinued as administrators.

5.5.4 **Salary Schedule – Community Colleges.** All community colleges in the NSHE shall adopt a single salary for the academic faculty, except for faculty in Rank 0 as provided in Subsection 4.2.3 of the NSHE Code. Employment contracts for administrators who also hold academic rank, as defined in Section 5.11.1 of the NSHE Code, shall state what part of their salaries is subject to reconsideration should they be discontinued as administrators.

5.5.5 **Salaries for Faculty in Rank 0 and Range 0.** Faculty employed in Rank 0 and Range 0 shall receive such salaries as are approved by the Presidents. Salaries for such faculty may be identical with salary schedules establishing ranks or ranges, but this provision shall not be interpreted to mean that such faculty is employed in any rank or range other than 0, nor to mean that such faculty is eligible for tenure.

5.5.6 **DRI Salaries.** The Desert Research Institute will determine initial salaries of its faculty based upon their qualifications and the requirements of the rank and position. Annual salary adjustments thereafter will be based on cost of living changes, incentive and/or merit, promotion and equity. The DRI shall utilize a ranking system for its personnel, to consist of Ranks 0 through IV.

5.5.7 Unpaid Leave or Temporary Workload Increases

Notwithstanding Title 2, Section 5.4, as the 75th Session of the Nevada Legislature has explicitly appropriated a lower amount for NSHE salaries than would otherwise be authorized and appropriate according to the NSHE salary policies, the Board of Regents does hereby and for the 2009-2011 biennium only, temporarily reduce salaries through the use of unpaid leave in an amount equivalent to the amount of legislative salary cut for FY 2011. The Board shall, to the extent feasible, devise methods that protect base compensation and benefits and shall offer tenured faculty an alternative of unpaid teaching workload increases in lieu of unpaid leave. The various Presidents shall consult with their respective faculty senates regarding the implementation of this Section. Unpaid leave or temporary workload increases required by this Section are final and not subject to appeal, grievance or reconsideration. The provisions of this Section shall constitute constructive notice to all faculty and no individual notice to any such faculty member shall be required hereunder to implement the foregoing. To the extent any conflict or inconsistency between this and any other Section of the Code exists, the provisions of this Section shall control. This Section will terminate on June 30, 2011.

(B/R 11/23)

Section 5.6 Faculty Benefits

5.6.1 The Board of Regents, with the consultation of the officers of the System and the senates, may adopt such policies concerning fringe benefits for faculty as are considered appropriate. These may include, but are not limited to, policies concerning annual leave, sick leave, sabbatical leave, consulting services, retirement, insurance, tax-sheltered annuities and grants-in-aid. These policy statements shall be codified as provided by the Board of Regents' Bylaws, and it shall be the responsibility of each President to include such policy statements**,** or a summary thereof, in the administrative manual or faculty handbook of the member institution or special unit. Failure to include such policy statements or summary in an administrative manual or faculty handbook shall not inure to the benefit of a faculty member.

5.6.2 Personnel and payroll files of NSHE professional staff are confidential. Personnel and payroll records may only be released pursuant to the written authorization of the professional staff member or pursuant to a court order directing the release of the records that has been signed by a judge with jurisdiction over the matter, or to the U.S. Equal Employment Opportunity Commission, the Nevada Equal Rights Commission, or the U.S. Office of Civil Rights. The provisions of Title 2, Chapter 5, Sections 5.6.2 and 5.6.3 apply to letters of appointment, graduate assistants, graduate assistant-specials, resident physicians, resident dentists, postdoctoral fellows, and student employees.

(a) The professional staff member shall have access to his or her official personnel and payroll files, and the professional staff member may grant access to such files to a representative with a written authorization from the staff member. The following additional personnel shall have access to a professional staff member's personnel and payroll files solely for reasons germane to the performance of their official duties: the staff member's supervisors, which may include a departmental chair, dean, director, vice-

President, provost, President, and Chancellor; institution payroll officers; institution personnel officers, which may include appointed disciplinary officers; System legal counsel; internal auditors; members of the Board of Regents; faculty senate chair; and confidential institution committees including but not limited to tenure and grievance committees.

(b) The following information in these personnel files is public information and must be disclosed to the public upon request: the employee's name, title, job description, compensation and perquisites, business address and business telephone numbers, beginning date of employment and ending date of employment, educational background and work history.

(c) Confidential information in a personnel or payroll file that is related to an investigation or disciplinary process concerning allegations of research misconduct may be released to a granting or contracting agency or other entity, in order to comply with any state or federal law or regulation or to comply with a term or condition of the grant of contract. In the case of an investigation of an employee for matters related to allegations of research misconduct, the investigative materials obtained or created by the Administrative Officers may be released to a granting or contracting agency or entity, in order to comply with any state or federal law or regulation or to comply with a term or condition of the grant or contract.

(d) The personnel and payroll files of a current or former employee must be provided to any NSHE institution or unit at which the current or former employee has applied for employment or to work as an independent contractor. In addition, confidential information related to:

1. any outcomes of a review, inquiry or investigation of a complaint of discrimination, sexual harassment or other misconduct against;
2. a disciplinary process against; and/or
3. any restrictions or limitations on rehiring a current or former NSHE employee

shall be provided to any other NSHE institution or unit at which the current or former employee has applied for employment or to work as an independent contractor.

The request for personnel or payroll files, or for confidential information must be made by the chief human resources officer (or designee) of the institution at which the individual is applying for employment or to work as an independent contractor, and must be directed to the chief human resources officer (or designee) of the institution or unit at which the applicant is a current or was a former employee. All confidential information provided to the requesting chief human resources officer (or designee) shall continue to be confidential.

(e) A report of, informal complaint of, or formal complaint of sexual harassment and the investigative materials and any report related to an investigation, complaint process, or disciplinary process concerning allegations of discrimination, sexual harassment, or sexual assault are confidential and may not be released except: (1) pursuant to a court order directing the release of the records signed by a judge with jurisdiction over the matter; (2) to the U.S. Equal Employment Opportunity Commission; (3) to the Nevada Equal Rights Commission; (4) to the U.S. Department of Education's Office for Civil Rights; (5) to any federal grant awarding agency

to comply with any law, regulation, executive order, or term or condition of the grant award; (6) as may be permitted by FERPA or FERPA regulations, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing or judicial proceeding arising thereunder; (7) to an employee who is subject to a disciplinary process that could result in a written warning or reprimand, suspension or termination based on a finding of discrimination, sexual harassment, or sexual assault; or (8) as required by law.

In the event an employee is placed on administrative leave, or in the event other administrative action is taken in connection with or as the result of an investigation or disciplinary process concerning allegations of discrimination, sexual harassment, or sexual assault, including but not limited to the issuance of a written warning or written reprimand to the employee, notice of such administrative leave and/or other administrative action may be made to the federal grant awarding agency as required by the terms and conditions of the grant award or federal law or regulation.

5.6.3 Except as otherwise provided in this Section, any information contained in employment application materials (e.g. letters of interest, curriculum vitae, application, employment and educational records, publications or work samples) submitted for consideration of employment within NSHE are confidential, except the finalists considered by the Search Committees for the positions of Chancellor or President, during search processes until such time as a candidate accepts employment within NSHE. During search processes, such documents can only be released pursuant to the written authorization of the prospective professional staff member or a court order directing the release of the records that has been signed by a judge with jurisdiction over the matter. Applications may be shared by NSHE institutions for the purpose of employee recruitment with the permission of the applicant. Upon acceptance of an employment offer, information contained in the application materials as stated in 5.6.2 (b) shall become public records.

(B/R 12/20)

Section 5.7 Grievance Procedures

5.7.1 **Authority to Establish Grievance Procedures.** Each System institution may establish in their respective institutional bylaws procedures for reviewing faculty grievances as defined in Subsection 5.7.2 of the NSHE Code.

5.7.2 **Scope of Grievance Procedures.** A grievance is an act or omission to act by the respective administrations of the System institutions, allegedly resulting in an adverse impact on the employment conditions of a faculty member relating to promotion, appointment with tenure or other aspects of contractual status, or relating to alleged violations of the NSHE Code or institutional bylaws. Decisions of the Board of Regents are not subject to review by grievance procedures. Any decision which involves the nonreappointment to or termination of employment of faculty as provided in Subsections 5.4.2, 5.8.2, 5.9.1, 5.9.2, 5.9.3 and 5.9.4 of the NSHE Code, or the furlough or lay off of faculty for financial exigency or curricular reasons is not subject to review by grievance procedures.

5.7.3 **Grievance Procedures.** In a System institution, which elects to establish grievance procedures, the institutional bylaws shall establish the procedures to be used in reviewing grievances. However, if a multi-member grievance committee, board or panel is established, the institutional bylaws must provide that each such grievance committee, board or panel shall represent the administration and the faculty of the System institution. Such institutional bylaws must also provide that hearings before a grievance officer, committee, board or panel shall be informal in nature. The institutional bylaws must provide that the decisions of the grievance officer, committee, board or panel shall be in the form of recommendations and are advisory only. Such recommendations shall be sent to the President.

(B/R 12/06)

Section 5.8 Continuation and Termination of Faculty Appointments at Desert Research Institute (DRI)

5.8.1 **Declaration of Policy.** The DRI derives the vast majority of its funding for salaries of its research faculty from grants and contracts. While it is in the best interest of the DRI and its faculty either to have grants and contracts renewed or to replace them in new areas of research, this is not always possible. It is, therefore, necessary that the DRI have the flexibility to fund faculty during times of reduced funding so that they may recover their funding and remain productive.

5.8.2 **Bridge Funding.** Bridge funding defines conditions and mechanisms under which research faculty, otherwise in good scientific standing, which find themselves in serious financial circumstances, can be helped to bridge such temporary times. This process is intended to smooth out unpredictable and unavoidable fluctuations through an opportunity to recover stability through short-term changes of direction and fields of endeavor. Bridge funding is available to all research faculty but not available to Executive Directors and Vice Presidents and Rank 0 Faculty.

Faculty on bridge funding remain in good standing and are entitled to all faculty rights and privileges defined by the NSHE and DRI. The faculty member will continue to accrue service days and is eligible for all funds within DRI. Bridge funding is not severance pay nor is it a benefit earned without further obligation. Bridge funding is available only to faculty in Professor Ranks II, III, and IV and those in Research Associate ranks I, II, III, and IV. Bridge funding duration is based on service days, which are defined as one day for each calendar month of uninterrupted employment and are prorated as a percent of contract (i.e. 0.50 FTE is one half day per month). The maximum number of service days is one year. Rank days are: 20 working days for Rank I and II personnel, 40 working days for Rank III personnel and 60 working days for Rank IV personnel. Postdoctoral positions accumulate no rank or service days.

(a) Conditions. A faculty member will be placed on bridge funding by the Executive Director of their Research Unit if for three consecutive months the faculty member generates less than 50 percent of their appointment salary and benefits from all funding sources external to their research unit and approved for use (including but not limited to grants, contracts, other external funding, recharge centers, institutional project assignments, sabbatical leave, and other DRI funds). The Executive Director, with the faculty member approval, may seek a temporary waiver from the President

of DRI so that the faculty member is not placed on bridge funding. Placement on bridge funding may be appealed by a faculty member to a DRI-wide committee established by the Faculty Senate and reporting to the President. If the committee finds and the President concurs that bridge funding was not justified, then the faculty member shall be reinstated with all service days restored.

Bridge funding shall not begin until after three consecutive months of reduced (<50percent) funding. A recovery plan shall be negotiated by the faculty member and Research Unit Executive Director (or designated representative) during the first two weeks of bridge funding. If the faculty member and the Executive Director are unable to reach concurrence on the recovery plan, the faculty member or the Executive Director may appeal to a DRI-wide committee established by the Faculty Senate and reporting to the President. If the faculty member does not follow the agreed upon recovery plan termination for cause may follow. Bridge funding shall be used to support faculty salary to further proposal development and other duties negotiated with the Research Unit or DRI Administration. Faculty receiving bridge funding shall meet all contract requirements and may change their appointment percentage with approval of the Research Unit Executive Director. The minimum level of appointment during bridge funding is 51percent of a full-time equivalent position.

(b) Review of Recovery Plan. The faculty member and appropriate Executive Director will review the recovery plan before 50percent of the bridge funding is spent. If they concur that the Recovery Plan is inadequate, then the plan shall be rewritten within two weeks. The approval and review mechanism that applies to the original recovery plan shall also apply to rewrites of the recovery plan.

(c) Extension and Service Days. While a faculty member is receiving bridge funding, any work performed to complete other funded responsibilities shall be charged to those sources. Expenditure of time not covered by these sources shall be charged to a bridge funding account. Bridge funding will be considered a pool of funds similar to any other account that a faculty member may use. It is up to the faculty member to manage these funds in a manner that best benefits him or her. Charges to accounts other than the bridge funding account shall extend the duration of bridge funding in an amount equal to the time charged to extramural sources. Time will be charged based on percent of effort, similar to other accounts. Use of bridge funding shall expend service days that a faculty member has accumulated based on length of service.

(d) Reinstatement. Bridge funding shall end and the faculty member will not face termination when 70percent or more funding of salary and benefits of the desired contract has been demonstrated for the past nine months or upcoming nine months or more from all funding sources external to the research unit. Service days expended under bridge funding shall not be reinstated.

(e) Notice of Nonreappointment. An executive director or vice president shall determine whether a professional contract of a DRI faculty member shall be given a notice of nonreappointment. A notice of nonreappointment must

be approved by the President. Rank III research faculty with two total years of full-time employment and Rank IV research faculty with one total year of full-time employment at DRI are not subject to nonreappointment as a means for termination. The minimum notice for full-time employees shall be 1) one working day of notice for each calendar month of uninterrupted employment for all Rank I associate track employees, 2) one working day of notice for each calendar month of uninterrupted employment plus 20 working days for Rank II employees, 3) one working day of notice for each calendar month on interrupted employment plus 40 working days for Rank III employees, and 4) one working day of notice for each calendar month of uninterrupted employment plus 60 working days for Rank IV employees. All service days are prorated as a percent of contract (i.e. 0.50 FTE is one half day per month). Administrative Faculty (Rank 0) employed by DRI after (July 1, 2005), will receive 60 working days of notice of nonreappointment. Administrative Faculty already employed by DRI on or before July 1, 2005, may use 60 working days or their earned service days; whichever is larger as their nonreappointment notice. The maximum amount of notice that any faculty member can accrue shall not extend beyond 12 calendar months. The affected faculty member can request a review by a DRI-wide committee established by the Faculty Senate. The committee reports only to the President, who makes the final decision.

5.8.3 **Termination of Faculty Appointments.** Vice Presidents and Executive Directors, determine continuation and termination of appointments of personnel who report to them. Termination decisions shall be made in consultation with the President or appropriate Vice President as set forth in Title 2, Chapter 5 of the NSHE Code. Employment may be terminated for:

(a) Cause (Chapter 8 of the NSHE Code). Termination for cause involves any prohibited activity, listed in Section 8.3 of NSHE Code.

A decision resulting in the termination of a faculty member for cause may be appealed to the Board of Regents. See, Chapter 8, Sections 8.4.6, NSHE Code.

(b) Programmatic or Adverse Financial Conditions (Chapter 5 of the NSHE Code). DRI Faculty function through their diverse disciplines coupled to their ability, directly or indirectly, to raise funds from outside the Institute for their projects and associated personnel. The Institute derives much of its strength from this combined function. It is inevitable that some individuals will experience extremes of funding – both increasing and decreasing.

The minimum level of appointment during bridge funding is 51 percent of a full-time equivalent position. The Research Unit Executive Director shall advise and counsel faculty members on bridge funding to implement the recovery plan and obtain funding to return to regular faculty status. The faculty member has the primary responsibility to recover their funding.

1. Notice of Termination. A DRI research faculty member's employment may be terminated during the contract term for programmatic or adverse institutional financial conditions. Notice of termination shall follow the period of bridge funding for research faculty (for those faculty in Professorial ranks II, III, and IV and

Research Associate ranks I, II, III, and IV) if the faculty member is unable to generate sufficient funds to meet the requirements for reinstatement. Termination is the only option available for a decision "not to reinstate." Research Faculty will receive a termination time equal to their rank days as defined under bridge funding. A faculty member receiving notice of termination shall remain under contract (full or partial at a minimum of 51percent of an annual "A" contract) and work to meet the conditions of reinstatement. Faculty who choose to remain under contract while receiving termination funding shall remain in good standing and are entitled to all faculty rights and privileges defined by the NSHE and DRI. The deadline for termination shall not be extended for faculty who renegotiate their contract to less than 100percent of an annual "A" contract (each rank day will count as one termination day). The faculty who elect to remain under contract are expected to meet the obligations of their contract to obtain termination funding. The faculty member may request review of termination by a DRI-wide committee established by the Faculty Senate. This committee reports only to the President, who makes the final decision.

2. Conditions. For research faculty, notice of termination shall be given when bridge funding is exhausted and the faculty member has not regained at least 70 percent funding of salary and benefits from all sources external to the research unit for the upcoming nine months for the desired contract. The date of termination shall be computed from the point of bridge funding exhaustion until all rank days are expended. Rank days are defined above in the bridge funding section. The Executive Director(s) or designated representative will continue to advise and counsel faculty members on termination funding to obtain extramural funding to end the termination.

3. Reinstatement. Faculty members who have received notice of termination may be reinstated by demonstrating 70 percent funding or more from all sources external to the research unit for the upcoming nine months for their desired contract. At this point, the faculty member's termination notice shall be revoked and all rank days reinstated.

4. Contract Discontinuance for Research Faculty. If a faculty member who has received notice of termination is unable, by the termination date, to regain 70 percent funding or more from all sources for the upcoming nine months for their desired contract it will be terminated immediately. Faculty who choose to remain under contract while receiving termination funding shall remain in good standing and are entitled to all faculty rights and privileges defined by the NSHE and DRI. Faculty who elect to remain under contract are expected to meet the obligations of their contract.

5. Notice of Termination for Rank 0 Faculty. Rank 0 Faculty may receive employment termination due to programmatic or adverse financial conditions. Administrative Faculty employed by DRI after the time of the adoption of this document June 23, 2005, will receive

60 working days of termination notice before their contract will be terminated during the contract term. Administrative faculty already employed by DRI at the time of the adoption of this document June 23, 2005 may use sixty (60) working days or their earned service days, whichever is larger as their termination notice. The maximum termination notice by accumulated service days cannot exceed one year. The faculty member may request review of termination by a DRI-wide committee established by the Faculty Senate. This committee reports to the President, who makes the final decision.

6. Notice of Termination or Non-Reappointment of Post Doctoral Faculty. Post-doctoral employees will receive a minimum notice for termination of an existing contract of 60 working days and the cause for the termination. They may also file a request for a review by a DRI-wide committee established by the Faculty Senate. The committee reports only to the President, who makes the final decision.

(B/R 11/07)

Section 5.9 Notice of Nonreappointment and Notice of Termination for System, Except DRI

5.9.1 Minimum Notice of Nonreappointment for Nontenured Academic and Administrative Faculty. Except as provided in Subsections 5.4.2, 5.9.2, 5.9.3, 5.9.4 and 5.9.6 of the NSHE Code, and unless provided otherwise in an employment contract, notice of nonreappointment to employment of nontenured academic faculty and administrative faculty hired before March 1, 2005, at the University of Nevada, Reno, the University of Nevada, Las Vegas, Nevada State University, the College of Southern Nevada, Great Basin College, Western Nevada College, Truckee Meadows Community College and the special units shall be given:

(a) Not later than March 1 of the first academic or fiscal year of service, if the employment contract terminates at the end of that year, or if an employment contract for a one year appointment terminates during an academic or fiscal year, at least 90 calendar days in advance of its termination;

(b) Not later than December 15 of the second academic or fiscal year of service, if the employment contract terminates at the end of that year, or if the second employment contract for a one year appointment terminates during an academic or fiscal year, at least 180 calendar days in advance of its termination;

(c) At least 365 calendar days in advance of the termination of each succeeding employment contract of one academic or fiscal year's duration after the second year of service;

(d) For employment contracts of less than one academic or fiscal year's duration, for a period of time which may be mutually agreed upon by the parties to such employment contracts, but, in all events, no less than 14 calendar days in advance of the termination of such contracts.

5.9.2 Shortened Notice of Nonreappointment for Nontenured Academic and Administrative Faculty for Financial Exigency.

(a) Nonreappointment of a nontenured academic or administrative faculty member at the end of an existing employment contract by a System institution because of a financial exigency declared by the Board of Regents under Subsection 5.4.5 of the NSHE Code shall require at least 60 calendar days notice, except that if a financial exigency is such that adequate funds do not exist to pay the terminating faculty member's salary for such period, the notice of nonreappointment may be shortened to a period commensurate with the amount of funds reasonably available to make such payments.

(b) If a nontenured academic or administrative faculty member is not reappointed to employment under the shortened notice of nonreappointment because of financial exigency, the faculty member's position will not be filled by a new appointee within a period of two years, unless a reasonable attempt to offer reappointment has been unsuccessful or reappointment has been offered in writing and the faculty member has not accepted the same in writing within 20 calendar days of the receipt of the offer. The reappointment referred to herein shall be at the faculty member's previous rank or salary level.

(c) Nothing herein shall prevent the System institutions from not reappointing nontenured academic or administrative faculty members at the end of the term of their employment contracts because of financial reasons without a declaration of financial exigency by the Board of Regents under Subsection 5.4.5 of the NSHE Code if the notice of nonreappointment provided by Subsections 5.4.2, 5.8.2, 5.9.1, 5.9.2, 5.9.3, 5.9.4 or 5.9.6 of the NSHE Code is given.

5.9.3 Notice of Termination for Nontenured Academic and Administrative Faculty hired on or after March 1, 2005, Except DRI

Except as provided in Subsections 5.4.2, 5.9.1, 5.9.2, 5.9.4 and 5.9.6 of the NSHE Code, and unless otherwise provided in the contract of employment, nontenured academic and administrative faculty hired on or after March 1, 2005, at the University of Nevada, Reno, the University of Nevada, Las Vegas, Nevada State University, the College of Southern Nevada, Great Basin College, Western Nevada College, Truckee Meadows Community College and the special units may be given notice of termination by the appointing authority at any time after the commencement of employment. Such (non-reappointment) termination notice:

(a) If in the first academic or fiscal year of service shall be given at least 90 calendar days in advance of date of termination;

(b) If in the second academic or fiscal year of service shall be given at least 180 calendar days in advance of date of termination;

(c) If in the third and subsequent years of service shall be given at least 365 calendar days in advance of the date of termination;

(d) For employment contracts of less than one academic or fiscal year's duration, for a period of time which may be mutually agreed upon by the parties to such employment contracts, but, in all events, shall be given no less than 14 calendar days in advance of the termination of such contracts.

The contract of employment of a nontenured administrative faculty member is terminated at the expiration of the appropriate notice period whether or not the notice period ends during the fiscal year the notice is given.

For nontenured academic faculty if the notice period expires during the semester the contract terminates at the end of the semester.

5.9.4 Notice of Termination for Nontenured Administrative Faculty at the rank of Dean or above hired on or after March 1, 2005, Except DRI

Except as provided in Subsections 5.4.2, 5.9.1, 5.9.2, 5.9.3 and 5.9.6 of the NSHE Code, and unless otherwise provided in the contract of employment, non-tenured administrators of the rank of dean or higher to include those who directly report to the Provost or President, hired on or after March 1, 2005, at the University of Nevada, Reno, the University of Nevada, Las Vegas, Nevada State University, the Community College of Southern Nevada, Great Basin College, Western Nevada Community College, Truckee Meadows Community College and the special units may be given a notice of termination by the appointing authority at any time after the commencement of employment. Such notice of termination shall be given:

a. 60 calendar days after the receipt of written notice of termination, in the first full or partial fiscal year of employment;

b. 90 calendar days after the receipt of written notice of termination, in the second fiscal year of employment;

c. 120 calendar days after the receipt of written notice of termination, in the third or subsequent fiscal year of employment.

The contract of employment of a non-tenured administrative faculty member at the rank of dean or higher is terminated at the expiration of the appropriate notice period whether or not the notice period ends during the fiscal year the notice is given.

5.9.5 Effective Date of a Notice of Nonreappointment or Notice of Termination

The effective date of a Notice of Nonreappointment under Subsections 5.9.1 and 5.9.2, or a Notice of Termination under Subsections 5.9.3, 5.9.4 and 5.9.6 is the date of delivery if hand-delivered, or if mailed, the date of mailing. Notices are deemed received on the date the notice is hand-delivered or the date the notice is mailed.

5.9.6 Notice of Termination for Administrative Faculty hired on or after July 1, 2016, Except DRI

Except as provided in Subsections 5.4.2, 5.9.1, 5.9.2, 5.9.3 and 5.9.4 of the NSHE Code, and unless otherwise provided in the contract of employment, administrative faculty hired on or after July 1, 2016, at the University of Nevada, Reno, the University of Nevada, Las Vegas, Nevada State University, the College of Southern Nevada, Great Basin College, Western Nevada College, Truckee Meadows Community College and the special units may be given notice of termination by the appointing authority at any time after the commencement of employment.

(a) The termination notice shall be given:
   1. in the first 365 calendar days of employment, at least 60 calendar days in advance of the date of termination;
   2. in the second year (calendar day 366 through calendar day 730) of employment, at least 90 calendar days in advance of the date of termination;
   3. in the third year (calendar day 731 through calendar day 1,095) of employment, at least 120 calendar days in advance of the date of termination;
   4. in the fourth year (calendar day 1,096 through calendar day 1,460) of employment or subsequent years of employment, at least 180 calendar days in advance of the date of termination.

(b) For employment contracts of less than one calendar or fiscal year's duration, notice must be given for a period of time which may be mutually agreed upon by the parties to such employment contracts, but, in all events, shall be given no less than 14 calendar days in advance of the termination of such contracts.

(c) The contract of employment of a nontenured administrative faculty member is terminated at the expiration of the appropriate notice period whether or not the notice period ends during the fiscal year in which the notice is given.

(d) A decision to issue a notice of termination under this Section is not subject to review by grievance procedures established in accordance with Section 5.7 of the NSHE Code.

(B/R 3/16)

Section 5.10 Termination Upon Exhaustion of Leave or Falsification of Credentials

5.10.1 Notice of Termination of Faculty after Exhaustion of Leave.

(a) A tenured or nontenured faculty member who is not able to return to work after the exhaustion of all available leave and the expiration of any extended sick leave granted under Title 4, Chapter 3, Section 18 (7) or Title 4, Chapter 3, Section 18 (8) shall be entitled to 15 calendar days notice of termination.

(b) The provisions of Title 2, Chapter 6, do not apply where an employee is unable to return to work after the exhaustion of all available leave and the expiration of any extended sick leave.

5.10.2 Termination for Falsification of Credentials.

(a) It is the policy of the NSHE that all academic faculty (including academic faculty on letters of appointment) and professional staff positions shall require a minimum of a bachelor's degree, or appropriate professional experience in lieu of post secondary education equivalent to such degree, and that all such academic degrees shall have been awarded by an accredited institution as recognized by the United States Department of Education and/or the Council on Higher Education Accreditation (CHEA). All vacancy announcements or advertisements for faculty and professional staff positions shall include explicit reference to these requirements. If the applicant earned their degrees outside of the United States, the applicant must have their transcripts evaluated by an approved evaluating entity. The expense of the evaluation shall be born by the applicant. Each institution shall independently verify academic credentials within 30 calendar days from the effective date of employment and develop a procedure to ensure that the verification process takes place. Further, each institution shall independently verify academic credentials obtained after an employee's original hire date prior to recognizing such credentials in official personnel files, academic catalogues, institutional publications, other official documents, or for the purpose of promotion or title change.

(b) Each candidate interviewed for a professional position within the NSHE shall sign a pre-employment declaration before they are interviewed. This declaration shall certify that application materials submitted in support of their candidacy for employment are a true and accurate representation of their education and qualifications and acknowledging that falsification of employment applications or documents submitted to the NSHE, or making other false or fraudulent representation in securing employment is prohibited.

(c) Falsification or misrepresentation of credentials, or evidence that degrees offered in support of candidacy for employment have been issued from non-accredited institutions, shall invalidate the employment contract and shall be grounds for immediate termination. The provisions of Title 2, Chapter 6, do not apply when employment is terminated under these circumstances.

(B/R 12/06)

Section 5.11 Academic and Equivalent Ranks and Titles

5.11.1 **Academic Rank.** The universities & state college shall provide in their institutional bylaws for policies and procedures pertinent to the use of academic ranks, such academic ranks to consist of lecturer or instructor, which shall be at Rank I; assistant professor, which shall be at Rank II; associate professor, which shall be at Rank III; and professor, which shall be at Rank IV. Such bylaws, which shall be consistent with the NSHE Code and with generally accepted practice among universities and colleges in the United States, shall establish policies and procedures for appointment of faculty to these ranks and promotion through the ranks.

5.11.2 **Community College Titles.** After prior consultation with the faculty senate, each President of a community college, at the President's option, may establish academic titles for the college's faculty as provided in this Subsection. Nontenured faculty shall have the academic title of "Instructor." Tenured faculty shall have the title of "Community College Professor." Community College titles shall not be related to salaries or salary levels in any form whatsoever.

(B/R 1/03)

Section 5.12 Evaluation

5.12.1 **Evaluations.** Faculty shall be evaluated in writing at least once annually by department chairs, supervisors or heads of administrative units. The performance evaluations of executive and supervisory faculty shall include consultation with the professional and classified staff of the administrative unit.

5.12.2 **Procedures.** All performance evaluations of untenured faculty shall include a rating of (i) “excellent,” (ii) “commendable,” (iii) “satisfactory,” or (iv) “unsatisfactory.” All performance evaluations of tenured faculty shall include a rating of (i) “excellent,” (ii) “commendable,” (iii) “satisfactory,” or (iv) “unsatisfactory” unless institutional bylaws require a rating of only (i) “satisfactory” or (ii) “unsatisfactory.” The areas of evaluation and procedures for evaluation of academic faculty and administrative faculty shall be established in Board policies and institutional bylaws. All performance evaluations shall include a narrative addressing each area of performance, and at least every three years a narrative addressing progress toward tenure and/or promotion, if applicable. The three year narrative progress assessment shall be prepared in consultation with the appropriate tenure review committee or promotion committee, if any. Evaluations of instructional faculty shall include an assessment incorporating teaching evaluations completed by their students.

5.12.3 **Review of Evaluations.** Each institution and the System Office shall adopt, in their respective bylaws, a procedure for review of a faculty member’s adverse annual evaluation rating, as provided in Section 5.16 of the NSHE Code. Academic and administrative faculty who disagree with the supervisor’s evaluation may submit a written rejoinder, as provided for in Title 4, Ch. 3, Sec. 4(5).

(B/R 10/08)

Section 5.13 Annual Performance Evaluation of Tenured Faculty

5.13.1 Declaration of Policy. It is the policy of this System to expect the continued commitment of its faculty to excellence after the granting of appointments with tenure. Under this policy, tenured faculty will be encouraged to realize the academic community's expectations to such excellence in their future services and performances. This policy shall be taken into consideration in the annual performance evaluation of tenured faculty, as provided in Section 5.12 of the NSHE Code.

5.13.2 Evaluation Procedure.

(a) If the annual performance evaluations provided for in Section 5.12 of the NSHE Code result in a tenured faculty member receiving an overall unsatisfactory rating for two consecutive years, a hearing shall be held for the purpose of determining if the tenured faculty member should be retained in employment.

(b) An overall "unsatisfactory" rating in two consecutive annual performance evaluations as provided in this Section shall be cause for termination of employment. Hearings to consider terminations initiated by this Section shall be held by a special hearing officer and special hearing committee under Section 6.11 of the NSHE Code. All other provisions of Chapter 6 of the NSHE Code should be followed to the extent applicable.

Notwithstanding the provisions of Subsections 6.11.4, 6.12.1 and 6.13.2 of the NSHE Code, the only option for recommendations or decisions upon the completion of the hearing or appeal process is the continuation or termination of employment of the tenured faculty member. If, after the hearing or appeal process is completed, the decision is made to continue the tenured faculty member's employment, the annual performance evaluations which initiated the hearing shall be revised to eliminate the unsatisfactory ratings. The burden of demonstrating that termination of employment should occur lies with the administrative authorities of the System institution.

(c) The provisions of this Section shall not apply to administrators who hold tenure as academic faculty members at the universities as long as they continue as administrators. Only the performance of such administrators of their assigned administrative duties shall be evaluated under Section 5.12 of the NSHE Code. Commencing five years after such administrators are discontinued as administrators, the provisions of this Section shall be applied to them as tenured faculty members.

(d) After the completion of the annual performance evaluations provided for in Section 5.12 of the NSHE Code, the Presidents shall submit an annual report to the Board of Regents detailing the process and outcomes of the annual performance evaluations.

(B/R 6/16)

Section 5.14 Oaths or Affirmations

No affirmation or oath shall be required of faculty, except that oath provided by Article 11, Section 5 and Article 15, Section 2 of the Nevada Constitution.

Section 5.15 Resignations/Leave

1. Resignations.

   a. All resignations by a member of the academic or administrative faculty should be in writing and should be submitted to the appointing authority at least 30 calendar days in advance of its effective date. The resignation must be accepted in writing by the appointing authority (or designee).

   b. If a resignation is tendered verbally or is conveyed to an employee other than the appointing authority, the resignation must still be accepted in writing by the appointing authority (or designee).

   c. A resignation should indicate an effective date. If the resignation does not specify an effective date, the resignation shall be effective on the fourth working day after acceptance and this date must be reflected in the written acceptance.

   d. Once an employee's resignation is accepted by the appointing authority, the employee shall have three working days after such acceptance to revoke the resignation. Thereafter, the employee may not revoke the resignation, regardless of the effective date set forth in it. A revocation of a resignation must be in writing and must be delivered to the appointing authority within the foregoing time period to be effective.

   e. The decision of an appointing authority not to accept a request to rescind a resignation more than three working days after its written acceptance is not subject to grievance or appeal processes.

2. Leave

   Leave may only be taken in accordance with the policies in Title 4, Chapter 3. Unauthorized leave is charged as leave without pay pursuant to Title 4, Chapter 3, Section 43, and may subject the employee to disciplinary action under Title 2, Chapter 6.

(B/R 12/06)

Section 5.16 Review of Evaluations and/or Denial of Salary Increase.

Each institution and the System Office shall adopt, in their respective bylaws, a procedure for review of a faculty member's adverse annual evaluation rating and a procedure to review denial of a salary increase. In connection with review of merit pay, "denial of a salary increase" means review of the step or level of merit at those institutions that award a standard amount of merit pay based on a certain step or level. The procedure adopted must include at least one of the following review processes:

a. Reconsideration pursuant to the NSHE Code, Section 5.2 (except that the supervisor is not required to state reasons for an adverse annual evaluation under Section 5.2.3 if the reasons for the evaluation are stated in the evaluation);
b. Grievance pursuant to the NSHE Code, Section 5.7;
c. Peer review pursuant to Title 4, Chapter 3, Section 4(5); or
d. Any other similar review procedure that provides reasonable opportunity to challenge an adverse annual evaluation or denial of a salary increase.

The result of any review procedure must be in the form of a recommendation to the President for a final decision (or in the case of the System Office, to the Chancellor), except that if the bylaws authorize a grievance, peer review, or other similar review procedure and also authorize reconsideration, then the bylaws may provide that the request for reconsideration terminates at a level below the President (or Chancellor), such as at the Provost, Executive Vice President, Academic Vice President or dean level. In the event the bylaws provide for more than one review process, the bylaws may also specify an order in which the procedures are initiated.

In addition to the procedure for review adopted in the bylaws, the faculty member also has the right to submit a rejoinder as specified in Title 4, Chapter 3, Section 4(5).

If a merit pay determination is directly tied to the outcome of a faculty member's evaluation review, then the bylaws shall provide that the same process is followed for both the evaluation review and the merit pay determination.

Regardless of the review procedure, the process for the President to adopt or reject the recommendation regarding an annual evaluation shall be the same as that specified for peer evaluations in Title 4, Chapter 3, Section 4(5).

In the event the bylaws fail to specify a procedure for review of an adverse annual evaluation rating or denial of merit, the faculty member will have the right to pursue reconsideration and a grievance, in addition to submitting a written rejoinder.

(B/R 12/06)