TITLE 2 – Nevada System of Higher Education CODE

CHAPTER 5

PERSONNEL POLICY FOR FACULTY

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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

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 Presi196tm(h an e)10.5 actontmp(ed(m(h.9 (ac)8)10.5 /P <<. (enu)16.2

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. Each party to any such contract irrevocably consents to the exclusive jurisdiction of the courts of the State of Nevada, or the federal courts for the District of Nevada, for any action, proceeding or hearing arising out of or relating to such contract, and agrees that any such action, proceeding or hearing shall be brought only in such courts. Each party irrevocably waives any objection which it may now or hereafter have to the laying of the venue of any such action, proceeding or hearing in such courts and irrevocably waives any claim that any such action, proceeding or hearing brought in such courts has been brought in an inconvenient forum.

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 alternatives to a declaration of financial exigency have been explored and pursued to the extent reasonably possible, including but not limited to:

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. 5.417 (s)-Pa.598 0 Ty[

(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

3. Geographic Limitations on Transfer.

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

3. University of Nevada, Reno School of Medicine may establish a unified academic title series and faculty tracks for the non

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

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

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

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

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

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

5.9.6

(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 Fa24.2 (m0atu9E0.6 (f)-(t)-6.6 (er.7 (ou9E0.6 (f)-(t7ur)

Section 5.11

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

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

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