

**NEVADA SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL**

CHAPTER 6

ACADEMIC PROCEDURES

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CHAPTER 6

ACADEMIC PROCEDURES

Section 1. Academic Year

1. Campus academic calendars and proposed dates of commencements must be submitted to the Chancellor's Office no later than two years prior to the year in question.

Presidents are responsible for specifying the academic-year obligation for their academic-year faculty. The academic-year obligation defines the dates within which academic-year faculty should be available for assignment on-campus or off-campus. Presidents must submit to the Chancellor the academic-year obligation for their faculty no later than May 1st two years prior to the year in question. The Chancellor shall compile these data and make them available across the System.

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

(B/R 4/72, 3/98, 6/00; Added 6/05)

Section 2. Enrollment Reporting Procedures (effective Fall 2005)

1. **Enrollment Reporting Timelines:** The enrollment counts for each institution will consist of a preliminary and final count of enrollment each semester. The preliminary count in the fall and spring semesters will be reported as of October 15 and March 15 respectively for the community colleges and as of the last day to drop/add at the universities and state college. The end-of-semester count for the fall semester must be taken on or before January 15 and reported to the Chancellor's Office no later than February 1. The end-of-semester count for the spring semester must be taken on or before June 15 and reported to the Chancellor's Office no later than July 1. Enrollment counts will include unduplicated student headcount, as well as state supported student FTE.
2. **State Supported FTE:** Student enrollments in NSHE courses are counted as state supported FTE in all academic credit courses that can be used to fulfill the requirements of a degree or certificate and where student fee revenue¹ is collected in support of the state operating budget.

¹ student fee revenue – Registration fees & tuition are established by the Board of Regents. In order to meet the criteria for state support, institutions are required to charge Board approved tuition and fees per credit (Title 4, Ch. 17, Sect. 5). Special fees may be created to cover additional costs of instruction (lab fees, etc.). Fees can also be waived under special circumstances (see BOR policy Title IV, Chapter 17).

- Enrollment in credit-bearing² remedial/developmental courses³ and vocational training courses may also be counted as state supported FTE as long as student fee revenue is collected in support of the state operating budget.
 - In cases where additional fees are required to cover special costs and are placed in a class fee account or a self-supporting budget, FTE enrollment may still be counted as long as the normal class revenues from students are collected in support of the state operating budget.
3. **Headcount:** Unduplicated headcount will be reported for all state supported courses using the same reporting criteria as student FTE. The universities will also report a separate unduplicated headcount for professional schools (i.e. medical, law, and dental).
 4. **Summer Term:** Summer term enrollment occurs for any course in which more than 50% of the class time occurs during the summer term as defined by each institution's official calendar. When more than 50% of a course occurs in the time period between a summer term and a spring or fall semester, or between fall and spring terms, and student fee revenue is used in support of the state operating budget, enrollments will be recorded in the spring or fall semester the course occurs closest to. Summer term FTE is not state-supported, except for nursing courses and science-based nursing prerequisites and major requirements (see additional information provided under Summer Nursing Enrollment).
 5. **Summer Nursing Enrollment:** Beginning in Summer 2004, student FTE from undergraduate nursing and science-based nursing prerequisites/requirements will be included in the state supported budget. Unduplicated headcount will also be reported to the Chancellor's Office for the nursing and science-based courses included in the state-supported budget. The following criteria will be followed in calculating and reporting these enrollments:
 - Institutions will report the enrollment of nursing students and pre-nursing students enrolled in undergraduate nursing courses, as well as science-based nursing prerequisites and major requirements⁴. Nursing courses included in enrollment counts must be requirements⁴ for an associate or baccalaureate degree. A record of educational intent or declaration of major must be auditable and stored within the Student Information System.
 - Student FTE from undergraduate nursing courses and science-based nursing prerequisites/requirements will be added to the FTE totals from the fall semester of the subsequent academic year. (i.e. Summer 2004 FTE from nursing courses and prerequisites/requirements will be added to Fall 2004 FTE) for the purposes of computing annual average FTE.
 - The official enrollment reporting date for summer session will be an end-of-semester count occurring no later than August 15. Institutions must submit their enrollment to the System Office no later than August 31.

² credit-bearing (*def.*) Courses possessing at least one *unit of credit* (.1 or more) signifying a quantification of student academic learning. One unit of credit typically represents fifteen hours of lecture or seat time (as defined by the Northwest Commission on Colleges and Universities).

³ remedial/development courses – English or math classes with course numbers less than 100.

⁴ science-based nursing prerequisites and major requirements refer to all courses belonging to the physical or biological sciences that are either prerequisites for entry into a nursing program or required courses within a nursing program (i.e. biology, chemistry, nutrition)

6. **FTE Calculations:** The following equations must be utilized when calculating state supported FTE:
- Undergraduate level FTE - semester student credit hours generated in undergraduate level courses (course numbers 000 to 499) --regardless of student level -- divided by 15.
 - Master's level FTE - semester student credit hours in graduate-level courses (course numbers 500 and above) generated by non-doctoral students, divided by 12.
 - Doctoral level FTE - semester student credit hours in graduate-level courses (course numbers 500 and above) generated by doctoral students, divided by 9.
7. **Deferments & Refunds:** Students who have not paid in full or complied with the institution's formal deferment policy must be deleted from end-of-semester enrollment counts. Those students receiving 100 percent refunds for course enrollments are subtracted from the FTE enrollment count, while refunds of less than 100 percent are not subtracted.
8. **Course Taxonomy Data:** On the official enrollment reporting date of each term, institutions will submit a file composed of individual student records, one record per student per course. Records should be created for all students enrolled in at least one credit-bearing course that qualifies as state supported FTE. The total student FTE reported in the file must equal the institutions' official enrollment recorded for that term. System Administration is responsible for identifying all new course prefixes, applying initial coding, and verifying assigned supported levels with all institutional representatives.
9. **Institutional Documentation:** Each institution must establish and maintain documentation delineating institutional procedures and processes for calculating state supported FTE. The documentation should include formalized steps and responsibilities of staff in the process of calculating student FTE, as well as detailed procedures for downloading data from the mainframe, processing and computing information to reach state supported FTE totals, and reviewing data for validity and reliability. Also, institutions should develop a schedule and process for conducting periodic reviews of the courses included in FTE calculations in order to ensure only appropriate ones are included in official state supported FTE counts.
10. **Audit:** Campus enrollments may be audited against these procedures.
(Added 6/05; A. 8/05, 3/06)

Section 3. Identification of Distance Education Courses

For the purposes of the NSHE Taxonomy these guidelines are intended to characterize the subset of distance education instruction that should be identified for placement at the "high" support level.

Distance education course sections should be identified for placement at the "high" support level if they meet all of the following conditions:

1. The instructor and the members of the class are physically separated resulting in no contact in a traditional classroom setting.

2. The “at-a-distance” instruction is provided using technologies generally recognized as distance education technologies.
3. If a distance education course section is totally web-based, it should be identified for high support. Hybrid instruction, using various methods of instruction in addition to the traditional classroom, does not count for high support.
4. Other than any required meetings for organizational purposes, there are no regularly scheduled class meetings with the instructor except in the case where the delivery of the distance education course is synchronous, for example, interactive video.
5. In some cases, a distance education section includes students in a traditional classroom while simultaneously providing the instruction to other students who are not in that classroom. In this instance, instruction in the traditional classroom does not qualify for high support. However, the instruction received at a site other than the traditional classroom does qualify for high support.

(Added 8/07)

Section 4. Identification of Students with Documented Disabilities

For the purposes of state funding, each student enrolled at an NSHE institution with a documented disability must be identified in the institutional integrated data system. Periodically, institutions will be required to report to the Vice Chancellor for Finance and Administration aggregate figures on the number of disabled students enrolled for the purposes of receiving state funds. An NSHE institution may maintain alternative counts of disabled students for institutional uses.

(Added 1/08)

Section 5. Race and Ethnicity Identification – Collection Purposes

1. Each NSHE institution shall collect student and employee race and ethnicity information in compliance with federal reporting requirements of the U.S. Department of Education. Institutions must use a two question format to collect race and ethnicity data on all written and on-line applications for admission and employment as follows:

Question 1: Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) Yes No

Question 2: Please select the racial category or categories with which you most closely identify by placing an “x” in the appropriate box. Check as many as apply.

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

2. This format is required to meet the U.S. Department of Education requirements for collection of all student and employee race and ethnicity information and is effective Fall 2009. Admission and employment applications may include definitions for each racial category as defined by the U.S. Department of Education. This does not preclude an institution from collecting additional information.
(Added 3/08; A. 12/08)

Section 6. Nevada High School Data Elements – Collection Purposes

1. Each NSHE institution shall collect the following data elements at the time of application for any student who attended a Nevada high school within five years of applying to an NSHE institution in compliance with the Board policy for uniform data collection necessary for establishing and maintaining the NSHE Data Warehouse (Title 4, Chapter 21):
 - a. High school student identification number;
 - i. The collection format for high school student identification number shall be a hyphenated numeric made up of the county code followed by the high school student identification number (e.g. 01-987654321).
 - ii. The following county codes shall be utilized:

<u>Code</u>	<u>County</u>	<u>Code</u>	<u>County</u>
01	Churchill	11	Mineral
02	Clark	12	Nye
03	Douglas	13	Carson
04	Elko	14	Pershing
05	Esmeralda	15	Storey
06	Eureka	16	Washoe
07	Humboldt	17	White Pine
08	Lander	18	State Charter Schools
09	Lincoln	25	Bureau of Indian Affairs
10	Lyon	26	Private Schools
		99	Home School

- b. High school last attended;
 - c. High school completion date in a month and year format (mm/dd/yyyy) when applicable;
and
 - d. High school completion type as defined by Chapter 389 of the Nevada Administrative Code to include type of certificate or diploma, including the General Educational Development test, when applicable.
2. The collection of data defined in subsection 1 does not preclude an institution from collecting additional information related to the Nevada high school attended.

EFFECTIVE FOR FALL 2009 APPLICANTS.

(Added 12/08)

Section 7. Condensed Format for Consideration of Existing Program Changes

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

1. Title of proposed program or organizational unit;
 2. Date of initiation;
 3. Complete description and objectives of program or organizational unit (*include justification for new organization or rationale for change in existing program*);
 4. Relationship to other programs or units within the institution and the system;
 5. Resource Analysis; and
 6. Indicate the estimated annual financial impact. (*Include operating costs, personnel, equipment, library requirements, other; and source of funds.*)
- (B/R 5/92; Added 6/05; A. 8/07)

Section 8. Evaluation Criteria for Baccalaureate Degree Program Proposals at NSHE Community Colleges (formerly CM 03-01)

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

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

The proposal development and review process for the offering of potential baccalaureate degrees at NSHE community colleges is governed by Board of Regents' policy that may be found in Title 4, Chapter 14, of the Codification of Board Policy Statements (*more commonly referred to as the Board of Regents Handbook*).

To determine which baccalaureate programs will best meet the needs of the students and the state, proposed programs will be evaluated based on standard criteria as stated in this Chancellor's Memorandum.

Community colleges interested in implementing new four-year degree programs must provide information on the feasibility of the program by submitting a written program proposal with supporting data and evidence that responds to the following topics or questions.

Since, it is not the intention of the NSHE for community colleges to abandon their community college mission, each proposal must address this issue in both a cultural and organizational context.

Criteria for Proposals

NEED AND DEMAND

1. Describe the new program proposal and discuss its structure and content.
2. Is the program in an area of critical concern, and is there a significant shortage of similar programs?
3. Workforce needs:
 - a. Is there proven student demand for the program?
 - b. Is there similar employer demand for the program?
 - c. Does the projected demand exceed supply for the foreseeable future?
4. Append a feasibility evaluation of the program proposal, to include its relationship to current student and employer demand. This evaluation should be done by someone from outside the institution who is a member of the field being proposed.

INSTITUTIONAL READINESS

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

BUDGET REQUIREMENTS AND IMPACTS

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

OTHER RESOURCE ISSUES

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

IMPACT

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

COMPLIANCE

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

IMPLEMENTATION

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

(Added 6/05; A. 8/07)

Section 9. Review of New Study Abroad Student Programs

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

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

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

Definitions:

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

Consortium: Three or more institutions working cooperatively on one or more educational programs.

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

Faculty Exchange: Faculty from participating institutions can arrange to teach at the affiliated campus for a specific period of time. Arrangements for salary compensation vary widely.

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

(B/R 6/91, 6/95; Added 6/05; A. 8/07)

Section 10. Basic Agreement for Inter-Institutional Cooperation in Sponsored Programs (formerly CM 97-1)

The basic agreement, by and between the participating institutions of the Nevada System of Higher Education (*NSHE*), is entered into for the purposes of facilitating inter-institutional cooperation in the performance of sponsored programs.

- 1) NSHE institutions, in support of their individual missions, regularly enter into sponsored agreements (*grants and contracts*) with agencies of both the public and private sectors for projects of research, teaching, and public service.
- 2) An institution of NSHE will on occasion find it necessary and/or desirable to solicit the services and efforts of one or more other NSHE institutions in the performance of the work required under a particular agreement.
- 3) It is the responsibility of the institution which holds the prime agreement to maintain the highest possible standards of programmatic and fiscal accountability and to administer all sub-agreements in a timely, efficient, and equitable manner.
- 4) It is the responsibility of the institutions receiving sub-agreements to conform to certain provisions required by the prime agreement and provide full oversight, accountability and responsibility for the funds authorized in such sub-agreements, including match from all sources. It is the right of these institutions to receive equitable consideration and rightful benefits and recognition for their services and efforts.

The parties of this basic agreement do mutually agree to the following:

SECTION 1. DEFINITIONS

- 1) "Proposal" shall mean a formal, written request for funding to a sponsoring agency, signed by an official authorized to sign on behalf of the institution.
- 2) "Recipient" shall mean the institution (not the individual, department, or other organizational unit) which receives and holds the prime agreement.
- 3) "Sub-recipient" shall mean the institution which receives a sub-award from the recipient.
- 4) "Negotiation" shall mean verbal or written communication between two or more parties concerning any proposed or pending agreement.
- 5) "Prime agreement" shall mean the prime award grant or contract document.
- 6) "Prime sponsor" shall mean the sponsoring agency of the prime agreement.
- 7) "Sub-agreement" shall mean the agreement between the recipient and the sub-recipient.
- 8) "Short form funding agreement (*SFFA*)" shall mean the principal instrument for all sub-agreements between NSHE institutions.
- 9) "Standard Form Contract" shall mean a standard agreement covered by Chancellor's Memorandum 97-1 for which approval can be authorized at the institutional level.

SECTION 2: ADMINISTRATIVE COORDINATION

- 1) Each participating institution agrees to designate one person to serve as an institutional point-of-contact (*POC*) for all contractual matters pertaining to funding agreements. The *SFFA* shall specify for each agreement the technical point of contact (*normally the Principal Investigator*), a contractual point of contact and the financial point of contact.

SECTION 3: PRE-AWARD COORDINATION

- 1) Proposal Preparation: Institutions submitting proposals for external sponsorship which include proposed work with one or more other NSHE institutions agree to include the proposed sub-recipient's statement of work and budget as separate items in the proposal. The submitting institution shall obtain approval of the sub-recipient's proposal and budgets from the sub-recipient POC prior to submitting the proposal. Budgets shall provide clear line item detail and sufficient columns to reflect the sponsor amount, Institutional Match (*include in line item detail the waived F&A and un-recovered F&A on system cash*), System Cash, Total Match, Total Project.
- 2) Indirect Cost: The submitting institution agrees to include indirect costs in the proposed sub-agreement budget at the sub-recipient's full audited rate unless otherwise negotiated. The submitting institution will apply indirect cost on the first \$25,000 of each sub-agreement on the basis of modified total direct costs.

- 3) Sub-awards Resulting from Existing Projects or Informal Contracts with Funding Agencies: Not all sponsored projects are the result of formal proposals and occasionally unanticipated requirements necessitate subcontracting from on-going projects. The recipient institutions agree to work closely with Principal Investigators and POC's of the sub-recipient institutions to negotiate mutually beneficial agreements for these types of awards and situations.
- 4) Consulting Arrangements: All potential consulting arrangements with individual NSHE employees must be in accordance with NSHE personnel policies and procedures. Personnel procedures require that the employment of a NSHE employee as a consultant for another institution of NSHE be handled as a "letter of appointment" rather than as an independent contractor relationship.

SECTION 4: ADMINISTRATION OF SUB-AGREEMENTS

1. Letter Contracts: When the project start date is critical, but the situation makes it impossible for the sub-recipient to receive a formal sub-agreement prior to the start date of the agreement, the recipient institutions shall at its discretion issue to the sub-recipient a letter of authorization (*Letter Contract, see Appendix A*) to proceed with the project. If the Sub-recipient chooses to proceed with a Memo account prior to receiving the award based on the Authorization to proceed, they do so at the institution's risk if the award does not get funded or if the start date of the memo (*risk*) account is prior to the actual award start date. Expenditures made prior to the actual award date will be unallowable to be paid by the grant. A suggested format for this authorization to proceed is included as Appendix A. The authorization to proceed shall include at a minimum all of the elements of information listed in Appendix A, and shall be issued only if there is some certainty as to the effective date of the pending sub-agreement and the eventual reimbursement of the funds authorized in the letter.
2. Short Form Funding Agreement (SFFA): The Short Form Funding Agreement (*SFFA*) shall be the principal instrument for all sub-agreements between NSHE institutions. Whereas this basic Agreement sets forth the general and special provisions which apply to all sub-agreements, the SFFA shall include the essential elements of information which apply to the specific sub-agreement. The Standard format for the SFFA is included as Appendix B and becomes a part of this Basic Agreement. Subsequent to the approval of the Basic Agreement by the Chancellor, the SFFA shall henceforth be considered as a standard form contract. Because of this designation, and in accordance with the policies of the NSHE Board of Regents, approval of the SFFA shall be authorized at institutional level by the institution's President or their designee. To expedite the processing of these agreements, it is recommended that the recipient institution's authorizing official sign the SFFA prior to sending it to the sub-recipient. Doing so will result in a full executed SFFA upon approval by the sub-recipient institution.
3. Contractual Relationships: The NSHE institutions which are parties to this agreement shall act as independent contractors. No party shall act as agent for or partner of another for any purpose whatsoever in the absence of prior contractual agreements. The recipient institution has total responsibility for successful performance of a prime agreement, and unless otherwise stipulated in the SFFA, shall be the only party to deal directly with the prime sponsor. The recipient institution acts as a sponsoring agency to the sub-recipient institution. It shall be understood by the sub-recipient that standard references in any general and special provisions to prior approval by the prime sponsor

include submission and preliminary approval by the recipient institution. Exceptions to this reporting relationship (*e.g. patent disclosures*) shall be stipulated in the SFFA.

4. Invoicing: For other than fixed price agreements, invoices requesting reimbursement of costs incurred should be submitted monthly to allow the recipient institution to monitor the financial status of the sub-agreement. All reimbursement invoices should be in the format of the original budget categories with additional columns reflecting revised budget, current expenditures, expenditures to date, encumbrances and balance, as shown in Attachment B1, "Invoice" to the SFFA. If applicable, all cost sharing must be documented as part of each reimbursement request. All required prime sponsor flow-down clauses should be specifically indicated in the SFFA and copies of the specific terms, conditions, and regulations included as an attachment to the SFFA.

SECTION 5: BASIC AGREEMENT GENERAL CONSIDERATIONS

THE PARTIES TO THIS BASIC AGREEMENT agree to develop and negotiate in good faith sub-agreements which incorporate terms and conditions conforming to the intent of the following general considerations. Any of the following considerations not addressed or superseded by terms and conditions of the prime agreement and passed through to the sub-agreement shall be automatically incorporated into the sub-agreement as basic general provisions.

- 1) Rights in Publication: Unless otherwise restricted by the terms of the prime agreement, no agreement shall be entered into which restricts or forbids free publication of the results or research or other scholarly activity.
- 2) Intellectual Property Rights: Unless otherwise restricted by the terms of the prime agreement, ownership of patents and copy rights shall remain with the originating institution in accordance with the intellectual property provisions of the Board of Regents Handbook. If originated jointly, the parties agree to negotiate in good faith to establish their respective rights.
- 3) Publicity: Unless otherwise restricted by the terms of the prime agreement, any party desiring to issue any form of publicity in connection with its efforts on a mutual project shall inform the other party before any publicity release and give full consideration to the role and contributions of the other party.
- 4) Title to Permanent Equipment: Upon termination of the project, the sub-recipient will request a disposition of equipment unless otherwise restricted by the terms of the prime agreement.
- 5) Termination: Unless otherwise stipulated by the terms of the prime agreement, or specifically stipulated in the sub-agreement, either party to a sub-agreement shall have the right to terminate the agreement upon at least 30 days written notice to the other party. All work accomplished through the date of termination shall be delivered to the recipient, and all allowable project reimbursed to the sub-recipient.

SECTION 6: CHANGES

- 1) Neither this BASIC AGREEMENT nor any resulting SHORT FORM FUNDING AGREEMENT may be changed, modified, or amended without mutual agreement of the applicable parties in writing.

APPENDIX B

SHORT FORM FUNDING AGREEMENT, NUMBER: _____

RECIPIENT: _____

SUB-RECIPIENT: _____

PROJECT TITLE: _____

PRIME SPONSOR: _____

KEY PERSONNEL:	Name	College/Dept./Center
Recipient –		
Technical		
Financial		
Point of Contact		
Sub-recipient –		
Contractual Point of Contact		
Technical		
Financial		

STATEMENT OF WORK: SEE ATTACHMENT A.

PROJECT PERIOD: FROM _____ THROUGH _____

TOTAL AWARD: _____ INSTITUTION COST SHARE: _____

SYSTEM CASH: _____ TOTAL COST SHARE: _____

TOTAL PROJECT COST: _____

TYPE OF FUNDING: _____ Cost Reimbursement _____ Firm Fixed Price

ATTACHMENTS:

BUDGET: _____ See Proposal _____ See Attachment B

PAYMENT PROCEDURES AND OTHER FINANCIAL DATA:

-INVOICE: See Attachment B1

BUDGETARY RESTRICTIONS:

REPORTING REQUIREMENTS: See Attachment C

PRIME AGREEMENT INFORMATION:

SPECIAL PROVISIONS: See Attachment D.

GENERAL PROVISIONS: See Attachment E.

--- APPROVALS ---

RECIPIENT: _____

SUBRECIPIENT

Date: _____

Date: _____

ATTACHMENT A

- STATEMENT OF WORK
- SFFA NO:

ATTACHMENT B

- BUDGET
- SFFA NO:

ATTACHMENT B1

- INVOICE
- SFFA NO:

ATTACHMENT C

- REPORTING REQUIREMENTS
- SFFA NO:

ATTACHMENT D

- SPECIAL PROVISIONS
- SFFA NO:

ATTACHMENT E

- GENERAL PROVISIONS
- SFFA NO:

**NEVADA SYSTEM OF HIGHER EDUCATION
BASIC AGREEMENT FOR
INTER-INSTITUTIONAL COOPERATION IN SPONSORED PROGRAMS**

THIS BASIC AGREEMENT, by and between the participating institutions of the Nevada System of Higher Education (*hereinafter referred to as NSHE*), is entered into for the purposes of facilitating inter-institutional cooperation in the performance of sponsored programs, witnesseth that,

WHEREAS, NSHE institutions, in support of their individual missions, regularly enter into sponsored agreements (*grants and contracts*) with agencies of both the public and private sectors for projects of research, teaching, and public service, and,

WHEREAS, an institution of the NSHE will on occasion find it necessary and/or desirable to solicit the services and efforts of one or more other NSHE institutions in the performance of the work required under a particular sponsored agreement, and,

WHEREAS, it is the responsibility of the institution which holds the prime agreement to maintain the highest possible standards of programmatic and fiscal accountability and to administer all sub-agreements in a timely, efficient, and equitable manner, and,

WHEREAS, it is the responsibility of the institutions receiving sub-agreements to conform to certain provisions required by the prime agreement, and provide full oversight, accountability and responsibility for the funds authorized in such sub-agreements, including match. It is the right of these institutions to receive equitable consideration and rightful benefits and recognition for their services and efforts.

NOW THEREFORE, the parties to this BASIC AGREEMENT do mutually agree to the following:

ARTICLE 1: DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1: “Proposal” shall mean a formal, written request for funding to a sponsoring agency, signed by an official authorized to sign on behalf of the institution.

1.2: “Recipient” shall mean the institution (*not the individual, department, or other organizational unit*) which receives and holds the prime agreement.

1.3: “Sub-recipient” shall mean the institution which receives a sub-award from the recipient.

1.4: “Negotiation” shall mean verbal or written communication between two or more parties concerning any proposed or pending agreement.

1.5: “Prime agreement” shall mean the prime award grant or contract document.

1.6: “Prime sponsor” shall mean the sponsoring agency of the prime agreement.

1.7: “Sub-agreement” shall mean the agreement between the recipient and the sub-recipient.

1.8: “Standard Form Contract” shall mean a standard agreement covered by Chancellor’s Memorandum No. 97-1 for which approval can be authorized at the institutional level.

ARTICLE 2: ADMINISTRATIVE COORDINATION

Each participating institution agrees to designate one person to serve as an institutional point-of-contact (*POC*) and a contractual *POC* for all contractual matters pertaining to funding agreements. The SFFA shall specify for each agreement the technical point of contact and the financial point of contact.

ARTICLE 3: PREAWARD COORDINATION

3.1: Proposal Preparation

Institutions submitting proposals for external sponsorship which include proposed work with one or more other NSHE institutions agree to include the proposed sub-recipient’s statement of work and budget as separate items in the proposal.

The submitting institution shall obtain approval of the sub-recipient’s proposal and budgets from the sub-recipient’s *POC* prior to submitting the proposal.

3.2: Indirect Cost

The submitting institution agrees to include indirect costs in the proposed sub-agreement budget at the sub-recipient’s full audited rate unless otherwise negotiated. The submitting institution will apply indirect cost on the first \$25,000 of each sub-agreement on the basis of modified total direct costs.

3.3: Sub-awards Resulting from Existing Projects or Informal Contacts with Funding Agencies

Not all sponsored projects are the result of formal proposals and occasionally unanticipated requirements necessitate subcontracting from on-going projects. The recipient institutions agree to work closely with the Principal Investigators and *POC*’s of the sub-recipient institutions to negotiate mutually beneficial agreements for these types of awards and situations.

3.4: Consulting Arrangements

All Potential consulting arrangements with individual NSHE employees must be in accordance with NSHE personnel policies and procedures. Personnel procedures require that the employment of a NSHE employee as a consultant for another institution of the NSHE be handled as a “letter of appointment” rather than as an independent contractor relationship.

ARTICLE 4: ADMINISTRATION OF SUB-AGREEMENTS

4.1: Letter Contracts

When the project start date is critical, but the situation makes it impossible for the sub-recipient to receive a formal sub-agreement prior to the start date of the agreement, the recipient institutions shall at its discretion issue to the sub-recipient a letter of authorization (Letter Contract, see Appendix A) to proceed with the project. If the Sub-recipient chooses to proceed with a Memo account prior to receiving the award based on the Authorization to proceed, they do so at the institution’s risk if the award does not get funded or if the start date of the memo (risk) account is prior to the actual award start date. Expenditures made prior to the actual award date will be unallowable to be paid by the grant. A suggested format for this authorization to proceed is included as APPENDIX A. The authorization to proceed shall include at a minimum all of the elements of information listed in Appendix A, and shall be issued only if there is some certainty as to the effective date of the pending sub-agreement and the eventual reimbursement of the funds authorized in the letter.

4.2: Short Form Funding Agreement (*SFFA*)

The Short Form Funding Agreement (*SFFA*) shall be the principal instrument for all sub-agreements between NSHE institutions. Whereas the Basic Agreement sets forth the general and special provisions which apply to all sub-agreements, the *SFFA* shall include the essential elements of information which apply to the specific sub-agreement. The standard format for the *SFFA* is included as APPENDIX B and becomes a part of this Basic Agreement.

Subsequent to the approval of the Basic Agreement by the Chancellor, the *SFFA* shall henceforth be considered as a “standard form contract.” Because of the designation, and in accordance with the policies of the NSHE Board of Regents, approval of the *SFFA* shall be authorized at the institutional level by the institution’s President or their designee.

To expedite the processing of these agreements, it is recommended that the recipient institution’s authorizing official sign to the *SFFA* prior to sending it to the sub-recipient. Doing so will result in a fully executed *SFFA* upon approval by the sub-recipient institution.

4.3: Contractual Relationships

The NSHE institutions which are parties to this agreement shall act as independent contractors. No party shall act as agent for or partner of another for any purpose whatsoever in the absence of prior contractual agreements.

The recipient institution has total responsibility for successful performance of a prime agreement, and unless otherwise stipulated in the *SFFA*, shall be the only party to deal directly with the prime sponsor. The recipient institution acts as sponsoring agency to the sub-recipient institution.

It shall be understood by the sub-recipient that standard references in any general and special provisions to prior approval by the prime sponsor include submission and preliminary approval by the recipient institution. Exceptions to this reporting relationship (*e.g. patent disclosures*) shall be stipulated in the *SFFA*.

For other than fixed price agreements, invoices requesting reimbursement of costs incurred should be submitted monthly to allow the recipient institution to monitor the financial status of the sub-agreement. All reimbursement invoices should be in the format of the original budget categories with additional columns reflecting revised budget, current expenditures, expenditures to date, encumbrances and balance, as shown in Attachment B1, “Invoice” to the *SFFA*. If applicable, all cost sharing must be documented as part of each reimbursement request. All required prime sponsor flow-down clauses should be specifically indicated in the *SFFA* and copies of the specific terms, conditions, and regulations included as an attachment to the *SFFA*.

All required prime sponsor flow-down clauses should be specifically indicated in the *SFFA* and copies of the specific terms, conditions, and regulations included as an attachment to the *SFFA*.

ARTICLE 5: BASIC AGREEMENT GENERAL CONSIDERATIONS

THE PARTIES TO THIS BASIC AGREEMENT agree to develop and negotiate in good faith sub-agreements which incorporate terms and conditions conforming to the intent of the following general considerations. Any of the following considerations not addressed or superseded by terms and conditions of the prime agreement and passed through to the sub-agreement shall be automatically incorporated into the sub-agreement as basic general provisions.

5.1: Rights in Publication

Unless otherwise restricted by the terms of the prime agreement, no agreement shall be entered into which restricts or for bids free publication of the results of research or other scholarly activity.

5.2: Intellectual Property Rights

Unless otherwise restricted by the terms of the prime agreement, ownership of patents and copy rights shall remain with the originating institution in accordance with the intellectual property provisions of the Board of Regents Handbook. If originated jointly, the parties agree to negotiate in good faith to establish their respective rights.

5.3: Publicity

Unless otherwise restricted by the terms of the prime agreement, any party desiring to issue any form of publicity in connection with its efforts on a mutual project shall inform the other party before any publicity release and give full consideration to the role and contributions of the other party.

5.4: Title to Permanent Equipment

Upon termination of the project the sub-recipient will request a disposition of equipment unless otherwise restricted by the terms of the prime agreement.

5.5: Termination

Unless otherwise stipulated by the terms of the prime agreement, or specifically stipulated in the sub-agreement, either party to a sub-agreement shall have the right to terminate the agreement upon at least 30 days written notice to the other party. All work accomplished through the date of termination shall be delivered to the recipient, and all allowable project reimbursed to the sub-recipient.

ARTICLE 6: Changes

Neither this BASIC AGREEMENT nor any resulting SHORT FORM FUNDING AGREEMENT may be changed, modified, or amended without mutual agreement of the applicable parties in writing.

IN WITNESS THEREOF, the parties to execute this agreement.

PARTICIPATING INSTITUTIONS:

Chancellor's Office

College of Southern Nevada

Desert Research Institute

Northern Nevada Community College

Truckee Meadows Community College

University of Nevada, Las Vegas

University of Nevada, Reno

Western Nevada College

Up-dated June 28, 2005

APPENDIX A

SAMPLE LETTER CONTRACT (AUTHORIZATION TO PROCEED)

(Address of sub-Recipient POC)

RE: Authorization to Proceed; ... (identify sponsor and project title)

This is a letter constitutes an authorization to proceed with the work on the project entitled "... (title)..." under the direction of ... (name of PI), ... (name of department or research unit). ... (Explain reason for delay in receipt of the SFFA, and include an anticipated receipt date, if possible)...Performance under this letter agreement is subject to the following conditions:

1. Effective date: (enter date)
2. Funding in the amount of \$...(x)... is authorized for expenditure from the effective date through... (enter date).
3. This project will be administered in accordance with the appropriate special and general provisions of... (identify the prime agreement)... funded by... (identify the prime sponsor).
4. The work to be performed shall be according to the proposed statement of work and which has been agreed upon between the key personnel... (identify the key personnel of both institutions).

(Enter closing statement, if desired).

(Signature of Recipient POC)

APPENDIX B

SHORT FORM FUNDING AGREEMENT, NUMBER: _____

RECIPIENT: _____

SUB-RECIPIENT: _____

PROJECT TITLE: _____

PRIME SPONSOR: _____

KEY PERSONNEL:	Name	College/Dept./Center
Recipient –		
Technical		
Financial		
Point of Contact		
Sub-recipient –		
Contractual Point of Contact		
Technical		
Financial		

STATEMENT OF WORK: SEE ATTACHMENT A.

PROJECT PERIOD: FROM _____ THROUGH _____

TOTAL AWARD: _____ INSTITUTION COST SHARE: _____

SYSTEM CASH: _____ TOTAL COST SHARE: _____

TOTAL PROJECT COST: _____

TYPE OF FUNDING: _____ Cost Reimbursement _____ Firm Fixed Price

ATTACHMENTS:

BUDGET: _____ See Proposal _____ See Attachment B

PAYMENT PROCEDURES AND OTHER FINANCIAL DATA:

-INVOICE: See Attachment B1

BUDGETARY RESTRICTIONS:

REPORTING REQUIREMENTS: See Attachment C

PRIME AGREEMENT INFORMATION:

SPECIAL PROVISIONS: See Attachment D.

GENERAL PROVISIONS: See Attachment E.

--- APPROVALS ---

RECIPIENT: _____

SUBRECIPIENT _____

Date: _____

Date: _____

ATTACHMENT A – STATEMENT OF WORK

SFFA NO. : _____

ATTACHMENT B – BUDGET

SFFA NO. : _____

ATTACHMENT B1 – INVOICE

SFFA NO. : _____

ATTACHMENT C – REPORTING REQUIREMENTS

SFFA NO. : _____

ATTACHMENT D – SPECIAL PROVISIONS

SFFA NO. : _____

ATTACHMENT E – GENERAL PROVISIONS

SFFA NO. : _____

(Added 6/05; A. 8/07)

Section 11. Program & Organizational Unit Proposals

GUIDELINES

Board policy dictates that the creation of degrees, majors, programs, departments, or structural organizations must be approved by the Board of Regents. Flexibility is given to the institutions to implement minor changes to the above list without Board approval. In cases where there is an absence of significant programmatic change, minimal impact to other NSHE institutions and clear adherence to approved institutional mission, institutions may seek approval through the Academic Affairs Council. Furthermore, Board policy establishes an accountability system whereby institutions are directed to provide periodic follow-up information on budget estimates and enrollment projections provided through the program proposal process.

Items Requiring Academic Affairs Council Approval

1. Primary field of study within an associate of arts and associate of science (*AA and AS*) if the primary field of study is designed for transfer;
2. Certificate of Achievement (*all other certificates do not require AAC approval*);
3. Study abroad programs;
4. Name change to a degree, major or primary field of study that is cosmetic in nature and does not result in a change in curriculum; and
5. Name change to an organizational unit that is cosmetic in nature.

Items Requiring Board of Regents Approval

The following items must be approved by the Academic Affairs Councils prior to being presented to the Board for approval:

1. Degree, major or primary field of study for baccalaureate, master's, and doctoral level programs (*BA, BS, MA, MS, Ph.D, and named degrees*);
2. Emphases, major or primary field of study within the bachelor of applied science (*BAS*);
3. Primary field of study within an associates of arts and associate of science (*AA and AS*) if the primary field of study is developed for employment in a particular field or is not intended for transfer to a 4-year institution;
4. Primary field of study within an associate of applied science (*AAS*);
5. Emphasis, concentration, or options that are converted into a major;
6. Department, school, or college;
7. Organization unit, center, or institute;
8. Name change to a degree, major or primary field of study accompanied by a significant change in curriculum;
9. Name change to a department, school, or college that is the result of a significant reorganization of existing units, consolidation, or change in mission;
10. Name change to an organizational unit, center, or institute that is the result of a significant reorganization of existing units, consolidation, or change in mission;
11. Deletion of any degree, major, primary field of study, department, school or college, center, institute or other structural organization;
12. Deactivation of a previously approved degree, major or primary field of study that has no enrolled students and that an institution wishes to place on hold; and
13. Reactivation of a previously approved degree, major or primary field of study that was placed on hold (*or deactivated*) by the institution for more than three years since the original approval date by the Board. Institutions seeking reactivation of a program must submit an updated program proposal for approval.

Items Not Requiring Academic Affairs or Board Approval

1. Emphases, concentrations and/or options within a degree (*except for the emphases within a BAS that requires Board approval*); and
2. Certificates other than the certificate of achievement.

DEFINITIONS

Center – an organizational unit focusing primarily on research and scholarly activity where services are typically unrelated to internal administrative operations (*for the purposes of new unit proposals this definition is the same as “institute”*)

Certification of Achievement – a one year certificate program that is typically an abbreviated form of the associate of applied science

College – collection of departments, can include schools, that grant degrees in particular fields (*may also be known as a division*)

Degree – the award given to graduates based on educational level. The basic levels include associate degree, bachelor’s degree, master’s degree, and doctorate. (AA, AS, AAS, BA, BS, BAS, MA, MS, Ph.D)

Department – division of a school or college focused in a particular academic area - reports to a unit other than another department, usually a college.

Diploma Requirements – diplomas can only recognize Board approved degrees and majors. This means that emphases/concentration/options that have not been approved by the Board cannot appear on a diploma. Transcripts, however, may include emphases/concentration/options.

Discipline – a distinct area of study, branch of instruction, or academic field

Emphasis, Concentration, Option – a specific area or branch of study within a student’s major. For example: a student majoring in Animal Science may choose to pursue an emphasis (*i.e. option or concentration*) in Equine Sciences or Rangeland Livestock Production.

Institute – an organizational unit focusing primarily on research and scholarly activity where services are typically unrelated to internal administrative operations (*this definition is the same as “center” and is intended only to be used for the purposes of new organizational unit proposals, primarily to distinguish between internal administrative “institutes” or “centers” occurring at the community college versus research oriented units occurring at the universities*).

Major – the primary field of study within a degree characterizing the body of knowledge gained within a discipline

Named Degree – the integration of a major title into a degree title. For example, a Master of Science in Nursing (MSN) is a named degree. Academic Affairs Council agreed in December 2004 that named degrees are only permitted in cases where accreditation, professional, or national recognition require it.

New Program Follow-up –Board policy establishes an accountability system whereby institutions are directed to provide periodic follow-up information on cost estimates and enrollment projections provided in the program proposal process (*Title 4, Chapter 14, Section 4*). Reports must be submitted following the first, third, and fifth year of a program's existence.

Organizational Unit – a department, school, college, division, center, or institute

Primary Field of Study – a term used to describe the equivalent of a major within an associate degree or bachelor of applied science degree

School – generally associated with professional degrees, can be within colleges, depends upon discipline and national context, generally similar to a department but larger and usually have multiple areas representing different academic programs

Study Abroad – formal affiliation or consortium involving students or faculty in another country for educational purposes in which academic credit is granted. Faculty or student exchanges which involve a limited number of people for a period of less than one semester and international arrangements for the purposes of research are excluded from this definition.

Transfer Degrees – the primary basis for admission to upper-division study with full junior status of transfer students for the community colleges to state college or the universities in Nevada are the associate of arts, associate of science, and the associate of business degrees. When the primary field of study in these degrees is dedicated to transfer-related studies, Board approval is not required. In the rare instance when the primary field of study is not transfer-related, Board approval is required.

(Added 6/05; A. 3/06, 8/07, 4/09)

Section 12. Student Military Mobilization/Activation for NSHE Institutions

The Board of Regents recognizes that many of its students serve our country in the reserve forces of the U.S. Armed Services and in the Nevada National Guard. These students are subject to unforeseen mobilization or activation in response to local, regional, national, or international emergency situations. Emergency mobilization and activation will seriously disrupt these students' academic careers. It is the policy of the Board of Regents to minimize the effects of this disruption as much as possible. These procedures are established in accordance to Board policy (Title 4, Chapter 16), whereby the Chancellor shall develop procedures concerning the awarding of academic credit and grades, enrollment, scholarships, loans, and other appropriate matters intended to minimize the disruption of studies for a student and the student's spouse and dependents resulting from a call to active duty.

In order to qualify under the provisions of these policies, a student must present official military orders indicating his/her mobilization or activation to the Registrar, Dean of Students, Vice President for Student Life, or other appropriate university/college official. The student will be informed of the procedures to be followed. If, due to time constraints between the time of notification and the time of actual mobilization or activation, the student cannot present his/her orders as required, the parents, guardians, or spouse of the student may do so.

I. Awarding of Academic Credit/Grades

- A. Mobilization or activation during a regular semester or during summer sessions will result in the complete withdrawal of the student from the college or university without penalty and without a punitive grade. Course fees that have been paid will be refunded 100 percent exclusive of student insurance fees and other non-refundable fees. Room and board payments will be refunded on a pro-rated basis.
- B. Mobilization or activation within the last four weeks of the end of a regular semester (three to six class days for a summer session), will result in the student:
1. Choosing to withdraw from all courses in which the student is officially enrolled. In this case, course fees that have been paid will be refunded 100 percent exclusive of student insurance fees and other non-refundable fees. Room and board payments will be refunded on a pro-rated basis;
 2. Requesting, with the concurrence of the faculty of the affected courses in which the student is officially enrolled, to take an incomplete grade in some or all of these courses. Students are cautioned that prolonged absence may affect their ability to complete the coursework required for removal of incomplete grades. The student may choose to withdraw from some courses and request the grade of incomplete (with the course faculty's concurrence), in other courses. This option will result in a refund of that portion of course fees paid for those courses in which the student chooses to withdraw (other non-course fees will not be refunded).⁵ Room and board payments will be refunded on a pro-rated basis;
 3. Requesting, with the concurrence of the faculty of the affected courses in which the student is officially enrolled, to receive a final grade in some or all of his courses based upon the student's work in the course up to the date of mobilization or activation.⁶ With the concurrence of course faculty, the student may request incomplete grades in some courses, choose to withdraw from some courses, and request final grades based on coursework completed in some courses. This option will result in a refund of that portion of course fees paid for those courses that the student chooses to withdraw from (other non-course fees are not refunded).⁷ Room and board payments will be refunded on a pro-rated basis; or
 4. Requesting, with concurrence of the faculty of the affected courses in which the student is officially enrolled, to take an early final examination in some courses in order that the faculty can determine a final course grade for the student. With the concurrence of course faculty, the student may request to receive a final grade based upon course work prior to the date of mobilization or activation in some

⁵ The amount that will not be refunded will be determined by the number of credit hours for which the student chooses to receive an incomplete (with concurrence of the faculty member).

⁶ In some courses where the grade is based entirely upon a final exam or final project (e.g. law courses), this option would not be available.

⁷ The amount that will not be refunded will be determined by the number of credit hours for which the student chooses to receive an incomplete or a final grade (with the concurrence of the faculty member).

courses⁸, request incomplete grades in some courses, choose to withdraw from some courses, and request early final exams in some courses. This option will result in a refund of that portion of course fees paid for those courses in which the student chooses to withdraw from (other non-course fees are not refunded).⁹ Room and board payments will be refunded on a pro-rated basis.

II. Time Limit for Removing Incomplete Grades

If the mobilized or activated student requests (with the concurrence of the course faculty involved) incomplete grades in all or some of the courses in which he/she is officially registered, the student shall have no longer than one year after conclusion of the term of active duty, to meet with university/college officials and establish a timetable for removing the incomplete grade(s).

III. Student Re-enrollment

When students whose higher education academic careers are interrupted by mobilization or activation re-enroll in the same institution within one year of completion of their term of active service, the college or university will make every possible effort to place these students back into their academic studies track as close as possible to the same place the student occupied when mobilized or activated. Any readmission application fee will be waived for those students. This will allow students to continue their academic studies with as little interruption as possible.

1. For students re-enrolling under circumstances as described above, every reasonable attempt should be made to give preferential enrollment into high demand courses necessary for them to continue their studies with as little interruption as possible. This is particularly necessary for students who are enrolled in curricula that require sequenced courses of study. Limited Entry Program administrators and faculty will strive to accommodate the needs of students on mobilization or activation within the criteria established through accreditation.
2. Time spent on mobilized or active duty should not be counted in determining the institution catalogs under which the student may meet curricular or degree requirements. That is, where an institution allows the student to choose the catalog in effect upon first entering the institution, as long as the student's attendance was continuous, or any subsequent catalog for a given period, the time while on active duty will not be counted. A person who, upon being offered separation from active duty, re-enlists or otherwise voluntarily extends active duty, retains the right of catalog choice only for the period of initial involuntary mobilization or involuntary active duty.
3. The time spent by graduate students on mobilized or active duty will be suspended from the "time-to-completion" requirements of the respective graduate programs.
4. If certain courses required in a student's curriculum are no longer taught at the time of re-enrollment, the institution shall make reasonable accommodations with substitute courses, independent study or other appropriate options.

⁸ In some courses where the grade is based entirely upon a final exam or final project (e.g. law courses), this option would not be available.

⁹ The amount that will not be refunded will be determined by the number of credit hours for which the student chooses to receive an incomplete or a final grade (with the concurrence of the faculty member).

5. In instances of substantial curriculum change during the period of mobilization or activation, the student's academic dean or department chair may work with the student and prescribe a special curriculum, not necessarily following any given catalog, which will assure proper preparation of the student for his/her respective profession.
6. If a student's curriculum no longer exists at the time of re-enrollment, the institution shall reasonably assist the student in changing a new curriculum or transferring to an institution where the desired curriculum is available.

IV. Scholarships

If a student is mobilized or activated while holding a scholarship under the control of the college or university in which the student is enrolled, he/she should be aware that the scholarship check may have to be returned to the appropriate scholarship account from which it was drawn. Then, every effort shall be made to award the student this scholarship, an equivalent scholarship, or an alternative grant or grant-in-aid, upon re-enrolling after the student's period of active duty, so long as the student remains otherwise eligible. This provision is contingent upon funding availability and shall lapse if the student does not re-enroll in the college or university he/she was attending at the time of mobilization or activation within a one-year period from the time of separation from his/her active duty period.

V. Books

Since course textbooks change regularly, students who are mobilized or activated are strongly urged to sell those course textbooks they do not intend to keep for their personal collection at the time they leave the college or university. Colleges and universities should facilitate the purchase of these textbooks by the campus bookstore vendors.

VI. Student Grants and Loans

- A. If students who have received grants or loans for attending a college or university are mobilized or activated before the end of the semester, any course fees and other fees refunds, as well as room and board refunds, may have to be returned to the granting agency or applied toward retirement of the loan. Students should consult with the Financial Aid Officer of the college or university they are attending in order to obtain clarification and/or further information on this matter.
- B. If students on grants/loans are mobilized or activated early in the academic term, before they receive their grant/loan checks, they should be aware that when received, their grant/loan check may have to be returned to the grantor or lender and, therefore, may not be applied to their college/university debts. Hence, students so affected may find that they owe some debts to the college or university (e.g., room and board expenses) when they return from active service and may be required to satisfy these debts before being allowed to re-enroll. Students should consult the Financial Aid Office of the college or university for clarification.

VII. Spouses and Dependents of Mobilized or Activated Students

Insurance Coverage

When necessary, colleges and universities should work closely with the spouses of students who are mobilized or activated to ensure maximum medical insurance coverage to the extent allowed by the insurer for the spouse and dependents of the student. This is particularly important during the time period between the date of mobilization or activation and the date on which the student's military medical coverage takes effect.

Housing

The spouse and dependents of students who are mobilized or activated and who live in college/university married student housing shall be allowed to continue renting or leasing these quarters. If the student does not re-enroll in his/her former college or university within six (6) months after the completion of his/her mobilization or activation period, then the spouse and dependents of this student may be required to vacate the married student housing.

Enrolled Dependents

Institutions should inaugurate policies to assist negatively impacted students who are the dependents of spouses, parents, and guardians who are mobilized or activated.
(Added 11/06; A. 8/07)

Section 13. Student Directory Information – Non-Disclosure Statement

The following statement must appear in boldface type in a box on the form used by students for requesting non-disclosure of student directory information.

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. These rights include:

(1) The right to inspect and review the student's education records within 45 days of the day the institution receives a request for access.

A student should submit to the registrar, dean, head of the academic department, or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. The institution official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the institution official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.

(2) The right to request the amendment of the student's education records that the student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

A student who wishes to ask the institution to amend a record should write the institution official responsible for the record, clearly identify the part of the record the student wants changed, and specify why it should be changed.

If the institution decides not to amend the record as requested, the institution will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.

(3) The right to provide written consent before the institution discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

The institution discloses education records without a student's prior written consent under the FERPA exception for disclosure to school officials with legitimate educational interests. A school official is a person employed by the institution in an administrative, supervisory, academic or research, or support staff position (including law enforcement unit personnel and health staff); a person or company with whom the institution has contracted as its agent to provide a service instead of using institutional employees or officials (such as an attorney, auditor, or collection agent); a person serving on the Board of Regents; or a student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the institution.

Upon request, the institution also discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

The Nevada System of Higher Education has designated the following information as directory information:

- a. Name;
- b. Participation in officially recognized activities and sports;
- c. Address;
- d. Telephone number;
- e. Weight and height of members of athletic teams;
- f. E-mail address;
- g. Degrees, honors, and awards received;
- h. Major field of study;
- i. College;
- j. Dates of attendance;
- k. Date of graduation;
- l. Undergraduate or graduate status;
- m. Most recent educational agency or institution attended; and
- n. Enrollment status (full-time or part-time).

Students have the right to refuse to let NSHE designate this information as directory information and have until the end of the first six weeks of the fall or spring semester to submit a request for non-disclosure of the above items. A request for non-disclosure submitted at one NSHE institution will apply to all NSHE institutions.

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the institution to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-5901

(Added 6/09)