

Nevada System of Higher Education

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PROPOSED TERMS OF JOHN V. WHITE CONTRACT July 1, 2016 – June 30, 2017

- 1) **Base salary:** \$303,000.00.
- 2) **Salary Supplement:** N/A.
- 3) **Car Allowance:** \$8,000.00 per fiscal year.
- 4) **Housing allowance:** \$24,000.00 per fiscal year.
- 5) **Host Account:** \$10,000.00 per fiscal year.
- 6) **COLA:** For FY 2017, Employee is not eligible for COLA. Will be eligible for COLA award if approved by Legislature in future years.
- 7) **Merit:** No merit was funded by the Legislature for FY 2017. Will be eligible for future merit according to Board policy, as approved by the Chancellor in consultation with the Board Chair.
- 8) **Contract Period:** Contract will be through June 30, 2017.
- 9) **Termination and Discipline Clauses:** Upon termination for convenience, no continuation of base salary or any other payments. Standard clauses for discipline.

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THE NEVADA SYSTEM OF HIGHER EDUCATION SUPPLEMENT TO TERMS OF EMPLOYMENT FOR JOHN V. WHITE, ACTING CHANCELLOR

July 1, 2016 – June 30, 2017

The following provisions (herein referred to as the “Supplement”) supplement the Terms of Employment to which it is attached, for John V. White (sometimes referred to herein as the “Employee,” “appointee” or the “Acting Chancellor”), Acting Chancellor of the Nevada System of Higher Education (NSHE). This Supplement, the Terms of Employment to which it is attached and Exhibit A attached hereto, are collectively referred to herein as the “Contract.”

1. This Contract is for the time period July 1, 2016 through June 30, 2017 or until such time as a permanent for NSHE is hired by the Board of Regents, whichever occurs first. This Supplement and the Terms of Employment to which it is attached represent the entire Contract between the parties and supersede all other agreements between appointee and Employer.
2. While serving as Acting Chancellor compensation will be a base salary of \$303,000.00 annually, with such additional fringe benefits as are provided for all other professional employees of the Nevada System of Higher Education (“NSHE”). The compensation while serving as Acting Chancellor is pro-rated for partial year service. The base compensation is subject to any future unpaid leave and/or salary reduction imposed by the Nevada State Legislature and adopted by the Board of Regents in the Procedures and Guidelines Manual.
3. Employee's performance of job duties and responsibilities will be evaluated on an annual basis. The evaluations shall be conducted in accordance with written guidelines on file in the Chancellor's Office. For FY 2017, no merit or COLA apply to this contract.
4. While serving as Acting Chancellor, perquisites shall consist of an automobile and housing allowance provided in recognition of the requirements of this position and paid in lieu of furnishing an automobile or housing to the appointee, as follows:
 - a. An automobile allowance of \$8,000 per fiscal year, paid in equal monthly installments and prorated for partial months of service, which shall be in lieu

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- of reimbursement for use of a private vehicle on official business within a fifty-mile radius of the appointee's office; and
- b. An annual housing allowance of \$24,000 per fiscal year, paid in equal monthly installments and prorated for partial months of service.
5. The appointee shall have the use of an annual host account of \$10,000 only while serving as the Acting Chancellor. The host account for partial fiscal years of service as the Acting Chancellor will be prorated.
 6. Expenditures from the host account must conform to policies established by the Board of Regents and the Chancellor. Host account funds may be used to pay for transportation, lodging, and meal expenses (in accordance with the standard state reimbursement rates) of appointee's spouse, companion or domestic partner when appointee's spouse, companion or domestic partner is expected to accompany appointee to events outside the fifty-mile radius from home for the purpose of assisting appointee in representing NSHE. Out-of-state travel by appointee's spouse, companion or domestic partner will require prior approval by the Chair of the Board of Regents.
 7. The NSHE's financial commitment under the terms of this Contract extends only for the duration of the Contract period. The Board, in its discretion may extend this Contract. No notice is required for non-renewal of the appointment to the position of Acting Chancellor.
 8. The Acting Chancellor serves at the pleasure of the Board of Regents. The Acting Chancellor may be removed by the Board of Regents at any time, with or without cause, and the Contract terminated. Upon termination, the Acting Chancellor shall not be entitled to any remaining payments for salary, automobile allowance, host account or any other payments. In the event that the Acting Chancellor holds tenure in an appropriate academic department at one of the NSHE institutions, the Acting Chancellor shall be reassigned from the Acting Chancellor position to an employment position as a full time member of the academic faculty at that institution. The terms and conditions of the reassignment will be pursuant to the terms of this agreement and will follow Title 4, Chapter 3, Section 33(1-3), outlining presidential transitions. Notwithstanding anything to the contrary contained in the Terms of Employment, this Supplement to Terms of Employment or Exhibit "A" to the Supplement to Administrative Contract, the terms and provisions of this Paragraph 8 shall control.
 9. This contract is subject to all provisions of the NSHE Code and policies including, but not limited to any temporary salary reductions or unpaid leave pursuant to action of the Nevada Legislature and Board policy set forth in the Procedures and Guidelines Manual, Chapter 3, Section 8, and the provisions regarding discipline, whether undertaken by the Chancellor pursuant to Title 1, Chapter 1, Article VII, Section 3 or where appropriate following reassignment, by the University pursuant to Title 2, Chapter 6.
 10. In the event the Board initiates a search for the permanent position of Chancellor, Acting Chancellor, John V. White is ineligible to apply.

Employee:

John V. White, Acting Chancellor

Date

Accepted on behalf of the Nevada System of Higher Education as a Supplement to the Terms of Employment:

Richard Trachok, Chairman of the Board of Regents

Date

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EXHIBIT “A” TO SUPPLEMENT TO ADMINISTRATIVE CONTRACT

PROVISIONS FOR DISCIPLINE OF ACTING CHANCELLOR

1. Discipline for Cause

This administrative Contract may be terminated for cause or the Acting Chancellor may be disciplined for cause by the NSHE Board of Regents. Without regard to and not subject to any of the provisions or procedures of the Board of Regents’ Code, Title 2, Chapter 6, the Board of Regents may take any of the following disciplinary actions for cause against the Acting Chancellor:

- a. Issue a warning;
- b. Issue an oral or written reprimand;
- c. Removal from office and termination of the employment contract.

2. Progressive Discipline

Except in cases of serious violations which have a substantial negative impact on the System or on any institution or unit, principles of progressive discipline shall be followed. The less severe measures of warnings or reprimands are first imposed and the more severe measure of termination is applied only if the less severe measures are ineffective.

3. Prohibited Activity

The following conduct shall constitute cause for imposition of any of the discipline set forth above:

- a. Failure to perform the duties for which the Acting Chancellor is employed.
- b. Failure to maintain a required level of performance as provided in Title 2, Chapter 5, Section 5.12 of the Nevada System of Higher Education Code.
- c. Incompetence or inefficiency in performing the duties for which the Acting Chancellor is employed.
- d. Insubordination, which is defined as disobedience of a lawful written order.
- e. Falsification of employment applications or documents submitted to the System, its member institutions or its special units, or making other false or fraudulent representations in securing employment.
- f. Intentional misrepresentation of a material fact that has a substantial adverse impact on the System, its member institutions or its special units.
- g. Conviction of any criminal act involving moral turpitude.
- h. Being under the influence of intoxicants, or, without a valid medical excuse, being under the influence of controlled substances as defined in the Nevada Revised Statutes, while on duty, due consideration being given to NRS 284.379.
- i. Unauthorized absence from duty or abuse of leave privileges.
- j. Personal or professional conduct which shows that the Acting Chancellor is unfit to remain in the position or which has an ascertainable harmful or adverse effect on the efficiency of the institution.

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4. Disciplinary Procedure

The Board of Regents shall give the Acting Chancellor written notice of intent to discipline. The written notice must describe the circumstances of the alleged prohibited conduct and must include all available materials and documentation to support the charges. The Acting Chancellor may present a written response to the Board of Regents within ten (10) working days after receipt of the notice. The Acting Chancellor may appeal a termination, but not other discipline, to the Board of Regents, using the procedures established in Section 6.13 of the Code, Title 2, Chapter 6, so far as they can be made applicable and subject to the following: the appeal must be filed with the Chief Executive Officer of the Board of Regents. The appeal must be filed within ten (10) working days after receipt of a written notice of intent to terminate from the Board of Regents. The imposition of termination is stayed pending a decision from the Board of Regents on the appeal. There is no right to an evidentiary hearing with regard to any proposed discipline.

5. Effect of Termination on Compensation of Acting Chancellor

- a. Upon termination for any of the causes set forth in Section 3, Prohibited Activity, hereinabove, in the event the Acting Chancellor does not hold tenure, the Acting Chancellor shall not be entitled to the payment of any salary and shall not be entitled to payment of any remaining housing allowance, automobile allowance, host account, or any other perquisites or salary supplements funded by a foundation or any other source.
- b. Upon termination for any of the causes set forth in Section 3, Prohibited Activity, hereinabove, in the event the Acting Chancellor does hold tenure in an appropriate academic department of a System institution, the Acting Chancellor shall be reassigned from the Acting Chancellor position to an employment position as a full-time member of the academic faculty of the institution and shall not be entitled to the payment of any remaining housing allowance, automobile allowance, host account, or any other perquisites or salary supplements funded by a foundation or any other source, which are set forth in the terms of the Acting Chancellor's employment contract. Upon termination for any of the causes set forth in Section 3, hereinabove and reassignment to a tenured position, the Acting Chancellor's salary shall be determined in accordance with Title 4, Chapter 3, Section 33, Subsections 1-3 (Presidential Transition).

6. Paragraph 8 of Supplement to Terms of Employment to Control

If any of the terms and provisions contained in this Exhibit "A" to Supplement to Administrative Contract shall contradict with or be in any manner interpreted differently than the terms and provisions contained in Paragraph 8 of the Supplement to Terms of Employment, Paragraph 8 of the Supplement to Terms of Employment shall control.