August 2011

Program Review Manual

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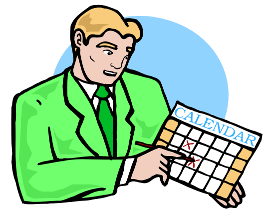
I. Program Review Overview



A. Background.

The Board of Regents requires that all existing programs at the University of Nevada, Reno participate in the process of program review on a regular basis, usually every 7 to 10 years. A master program review schedule has been developed in consultation with the deans of the various colleges to conform to Board of Regents' policy. When possible, this schedule was developed to coordinate with other review and accreditation obligations of the programs. Under special circumstances, the schedule can be revised, or a program review can be accelerated, extended, or postponed. This request should be made through the dean and vice provost.

Programs under review should keep in mind that a program review differs from an accreditation review, though many tasks in these reviews are similar. The purposes of a program review are improvement, alignment with established objectives, and planning for the future, rather than a process to secure approval or endorsement from a body of reviewers.

The program review process provides opportunities for programs to review their accomplishments, examine their strengths and weaknesses, and develop plans through which improvements in their effectiveness can be achieved. Program review conclusions and recommendations will be used in department, school, college, and university planning processes as well.

Program review is designed to examine all of the undergraduate and graduate degree programs that are administered by an administrative unit as well as service courses, centers, and other similar functions that are the responsibility of the unit but are not typically called a program. In most cases, an administrative unit will be an academic department. However, there are programs where that is not the case. For instance, special instructions will be provided when interdisciplinary or other non-traditional programs are conducting a review.

The most important step in program review is the preparation of a self-study by the program faculty. The process for preparing this document should begin as soon as possible after the *Program Review Orientation* and be completed by the beginning of the spring semester. This is followed by a visit by an external review team before April 30. If the program review is being combined with an accreditation or similar review, it is expected that the accreditation self-study will be supplemented to meet the needs of program review.

Following receipt of the external reviewers' report, responses will be obtained from the department, dean, graduate council (if the review includes a graduate program), and provost. A brief report on the major findings will be made to the Board of Regents.

It is intended that program review be a collective effort in which all members of the program participate in discussions about the overall objectives and accomplishments of the program. A successful program review will result in reaffirmation of some activities and identification of new activities to make the program better.

In summary, program review is:

- Reflection on past accomplishments and design of future directions
- Evaluation of the quality of the educational programs, including an assessment of student outcomes
- Critical analysis of department or program goals and performance
- Based on data
- Coordinated with strategic planning and accreditation
- Discussion of goals and performance with external reviewers
- Required by the Board of Regents

B. Administration of the Process.

The process is directed by the office of the Executive Vice President & Provost under the supervision of the Vice Provost, Instruction and Undergraduate Programs. The Program Review Support Team (see ***Appendix A*** for members) provides guidance and assistance concerning the process. A majority of the funding for the program review process is provided by the provost's office.

C. Description of the Process.

The program review process is comprised of the following steps:

1. Completion of a self-study by the program in consultation with members of the Program Review Support Team.

2. Selection and appointment of external reviewers.

3. Provision of copies of the self-study to the following individuals:

   Provost
   Vice Provost, Instruction and Undergraduate Programs
   Vice President for Research and Dean of the Graduate School
   Dean
   School Director, if applicable
   Department Chair or Program Director
   If the review involves a graduate program, to the Graduate Council representative through the Vice President for Research & Dean for the Graduate School

4. Coordination of the review visit logistics, including scheduling, travel and lodging arrangements, catering, and associated university paperwork.

5. Review of the self-study by the College and other university representatives who will meet with the external reviewers.

6. Visit and report by external reviewers.

7. Meeting of the provost with Graduate Council to receive written report.

8. Dean’s and department’s response to the external reviewers’ report.

9. Meeting of dean, department chair, provost, vice provost, vice president for research, and director if applicable to review report and response.

10. Conclusions and recommendations of the review by the Office of the Provost

11. A report to the Board of Regents.

The timetable for an academic program review should be one academic year. A timeline for when these tasks should be completed is provided as ***Appendix B***. This schedule allows for occasional delays and interruptions but should be followed as closely as possible in order to complete the review on time.

D. <u>Responsibility Areas of the Program Review</u>

1. Department/Program Responsibilities. The department/program is responsible for the following:

a) Designating an individual (within the department) to perform the administrative tasks of the program review listed below.
b) Providing a list of at least five potential reviewers (with curriculum vitae) through the dean to the Provost’s Office.
c) Establishing and communicating dates for the external review team visit with the chair of the team, other team members, and other university participants (refer to the itinerary for external review team visits.)
d) Preparing a self-study for the team to review prior to their visit (See *Program Review Self-Study Guidelines*).
e) Providing a copy of the preliminary self-study to the dean and vice provost for approval in advance of distribution.
f) Distributing the final self-study document to the external review team and university participants (see Section C 3. above) <u>one month prior to the external review team campus visit</u>. A preliminary itinerary for the visit should also be included.
g) Finalizing the visit itinerary and providing support to team members during their site visit regarding meeting places, directions, dinner arrangements, etc.
h) Hosting the team during the visit as appropriate.
i) Preparing and submitting to the Dean and Provost’s office a response to the external review report.

Administrative Tasks

As with any review process, there is a need for administrative support, including the following:

- Formatting the self-study; ensuring that paper and/or electronic copies are forwarded to external reviewers & university participants.
- In consultation with the department chair, contacting offices and individuals to schedule external review meetings and consultations; arranging locations, escorts, and catering.
- Preparing draft and final itineraries for the visit and disseminating them to all participants.
- Upon request of an external reviewer, arranging and paying for airline travel and other travel arrangements necessary to come to the university to conduct the review.
- Suggesting hotel accommodations to the reviewers, and, if requested, purchasing reservations for the reviewers utilizing the University purchasing card for that purpose available through the provost's office or travel.
- Preparing independent contractor agreements for each external reviewer and obtaining appropriate signatures.
- Preparing all hosting and payment documents related to the external review visit and forwarding them through the dean's office to the Provost Office for signature.

2. Dean's Responsibilities. The academic dean is responsible for completing the following arrangements:

a) Reviewing the qualifications of the proposed reviewers provided by the department and consulting with the vice provost and provost regarding the same.
b) Reviewing and approving the preliminary self-study provided by the department.
c) Preparing a response to the external review team report and the department/program response, including future goals, and submitting it to Provost's office.

3. Office of the Provost Responsibilities. The Office of the Provost will be responsible for coordinating the following items:

a) Issuing program review start-up memos and instructions to departments in August of each year.
b) Conducting a *Program Review Orientation* each September for those programs undertaking a review.
c) Determining members of the external review team and designating its chair, after consultation with the Dean.

d) Corresponding with the external review team regarding invitation to serve, role and responsibilities, honoraria, expenses, and follow-up correspondence concerning reports and other matters.
e) Providing account numbers for travel, honoraria, lodging and expenses for visitors, as well as hosting expenses for departments/programs.
f) Sending a copy of the external review team report to dean and chair/director, and requesting responses.
g) Providing copies of the external review team report to the Dean, Department or Program, Vice President for Research and Dean of the Graduate School and Graduate Council representative for the program review, if any.
h) Scheduling a meeting with the Provost, Vice Provost, the Vice President for Research and Dean of the Graduate School, the Dean, Director of a School, if applicable, and the Department Chair/Program Director to discuss the external review team's report, department/program response, and Dean's response.
i) If the review included a graduate program, meeting with the Graduate Council to receive its report and recommendations concerning the program review.
j) Preparing a written response to the dean and program which incorporates all reports.
k) Reporting to the Board of Regents as required.

4. Graduate Council Responsibilities: The Graduate Council is responsible for the following:

a) Appointing a Graduate Council member to be representative to any program review of a department or program offering graduate programs, which member will
   1) review the self-study and other documents prior to the visit
   2) participate in the external review team visit
   3) prepare an initial written response to the graduate component of the self-study and the external reviewers' report
   4) present the response to the full Graduate Council
b) Receiving the written response from the Graduate Council member to the graduate program review and discussing it thoroughly with the provost at a Graduate Council meeting.
c) Working with the Vic President for Research and Dean of the Graduate School, who is the Graduate Council's representative on the Program Review Support Team, which oversees the program review process administered by the Provost's office and advises the provost on necessary changes.

5. External Review Team's Responsibilities. The external review team is responsible for the following:

a) Reviewing the itinerary prior to the visit.
b) Reviewing and signing the University Independent Contractor form establishing honoraria and expenses for the visit.

c) Reviewing the department/program self-study and other documents prior to the visit.

d) The chair of the team is responsible for coordinating the efforts of the team prior to, during and after the visit.

e) The chair is responsible for providing a report to the Provost within three weeks of the campus visit.

E. Financial Responsibilities for Program Review

Funding for review team honoraria, travel, lodging, and other miscellaneous expenses and hosting during the visit will be provided by the Office of the Provost.

The Office of the Provost has established honoraria rates for program reviewers and program reviewer chairs. The honoraria, plus an estimated amount to cover travel, lodging, meals the reviewer pays on his or her own, and incidental expenses, must be paid through an Independent Contractor Agreement. A sample of an Independent Contractor Agreement and W-9 is provided in ***Appendix C***. The Independent Contractor Agreement and instructions on its use can be found on the Controller's website at the following website:
http://www.unr.edu/vpaf/controller/Forms/indepcont.html

Amounts for travel, lodging, individual meals, and incidental expenses should be established with each reviewer based on their location and particular travel needs. In addition to the Independent Contractor Agreement, a W-9 or W-8BEN is needed as well as proof of insurance. In most program review cases, however, the proof of insurance requirement on page 3 of the agreement can be waived upon completion of the waiver that is part of the agreement. The Independent Contractor Agreement must be completed, signed, submitted, and approved PRIOR to the visit.

Social functions including one dinner may be appropriate during the review visit if time allows. Each program will be granted $250 from provost hosting funds toward hosting expenses during the visit. These include meetings during the review visit where meals, refreshments, or other hosting items are provided. Department attendees to hosted meals held during the review visit will vary. However, only one dinner hosted with university funds should be held during the visit. Additionally, the number of hosted department faculty should be limited to two plus the host and the reviewers. Additional department attendees should arrange for payment of their own meals. Also, keep in mind that new university guidelines regarding costs and alcoholic beverages apply to the meals paid with university funds. These new guidelines can be found in the University Administrative Manual.

Accounting documents claiming these expenses, including valid receipts, must be submitted to the Office of the Provost for approval. If hosting costs exceed the $250, the program will be responsible for the extra expense. Hosted meals paid by a university employee can only be reimbursed from this amount.

II. Program Review Self-Study

The program is responsible for completing a self-study in accordance with the *Program Review Self-Study Guidelines*, which begin on page 10. While the guidelines may be adapted to meet the needs of a particular program, they should be followed as closely as possible. The offices of University Assessment and Institutional Analysis can assist the department in locating much of the quantitative information and data needed to prepare the self-study. The Program Review Support Team regularly reviews this manual explaining the process and can provide feedback on draft documents and give whatever other assistance may be needed.

While these guidelines contain many questions and suggestions for useful data, the primary purpose of program review is not answering questions and providing data. Program review becomes a valuable tool for improvement when goals, objectives, outcomes, and plans are examined in the context of expectations and data.

A key component of the self-study will be data that can be examined to confirm or dispel notions about the degrees of success or the magnitude of needs. A significant amount of data can be assembled with the assistance of various offices on campus. Some data will exist only at the program level, and, in some instances, it will be recognized that data are lacking and must be obtained in the future. In addition to presenting information, data, and ideas, the self-study should include information on the performance indicators developed in the strategic planning process and the department or program's progress on those indicators. It is also appropriate to include useful performance indicators from other groups, such as professional organizations.

Descriptions and data are important in order for readers to understand the self-study conclusions and recommendations. It is essential that careful analysis be provided in order to extract the maximum value from the process. This includes not only an examination of trends from the past to present but projections into the future. Since this is not a process for obtaining a stamp of approval, such as accreditation, but one to provide self improvement, it is encouraged that the self-study delve into the important future challenges and opportunities for the program and take advantage of both self-reflection and the expertise of the external review team.

A word of caution is in order regarding solving problems or making improvements exclusively with the use of new resources. This approach will inevitably lead to disappointment; program review is not an opportunity to list what the program can do only if the funds become available. It is expected that many solutions and improvements can be accomplished with careful planning and a focus on the most effective use of existing resources.

What follows is a brief outline of what should be addressed in the Program Review Self-Study. Additional issues and information may be included, as appropriate for your program(s).

When identifying and analyzing trends, data should be examined for the period since the last program review, typically the last seven years.

The document should be written so that it is clear to your external reviewers who may not be familiar with special terms and acronyms. A glossary of terms is included as ***Appendix D*** for your reference.

SELF-STUDY GUIDELINES

Part I: Program History, Mission, and Administrative Structure

I.1 Program History

Briefly describe the historical development of the program and associated components.

I.2 Mission

Provide the program mission statement. Indicate how the program mission relates to the mission and goals of the university as a whole as shown in the University Strategic Plan, 2009-15. If your program mission has changed during the last seven years, please describe how.

I.3 Administrative Structure and Objectives

Describe the administrative structure of the program, including formal and informal relations with other programs, institutes, centers, etc. If there have been any changes as a result of the previous program review, describe them.

What are your program's objectives and to what extent are they being met?

I.4 Analysis

Regarding your program and/or department objectives, to what extent are they being met? Are they still the right objectives for your program or department? Why? For each of your program's goals, how well do they align with and support the goals of your administrative unit as a whole? Include some commentary on the department or program's mission and structure and how it is likely to evolve in the future.

Part II: Undergraduate Courses and Degree Program(s)

The purpose of this section of the self-study is to describe undergraduate program(s) and outcomes. During the review period, what has each program achieved? This includes data and information about majors, minors, service courses, interdisciplinary programs, internships, service learning, and any other activities related to the student experience in the degree program.

Data may be obtained from various sources. The Institutional Analysis Office has information that can be found in the UNR Databook (http://www.unr.edu/ia) and other resources. Data will also be provided by Institutional Analysis at the beginning of the program review process upon request. Results from your Student Learning Outcomes Assessment Plan will provide data related to program performance. Alumni and Employer Survey data will be made available by the Office of University Assessment. You may use additional data, maintained by the program office, if deemed necessary. Regional and national trend data should be included.

II.1 Undergraduate program organization, objectives, and effectiveness

Identify the undergraduate degrees, majors, options, minors, interdisciplinary programs, certificates, etc. offered. Identify service courses that are offered for other programs as well as courses your program uses from other programs, including the Core Curriculum. Comment on any changes as a result of the previous program review.

Provide information on course offerings. Examples of data to include are how full-time and part-time faculty are allocated, size of classes, frequency with which required and elective courses are taught, and other parameters that describe the program quality and the alignment of the program offerings with student demand.

Provide the student learning outcomes for each degree program as contained in the program's assessment plan. What are the results of discipline-based assessment of student learning in the program?

Comment on any innovative teaching or course delivery methods that have been used, successfully or otherwise, to improve the effectiveness of the program. Include student opportunities outside of regular classes.

Describe any changes that affect the accessibility of the program for students. Examples might include use of technology, scheduling, or instructional techniques or new delivery methods such as online courses.

II.2 Undergraduate Students

Provide information on the quality, number, and diversity of students entering the undergraduate programs. Include data on entering freshmen and transfer students from other programs or other institutions. Quality indicators might include entering grade point average and/or test scores on placement exams, remedial courses taken, faculty recommendations, or other criteria.

Characterize the flow of students through the program with information such as the number of students in the various lower and upper division levels and time-to-degree. How is student progress monitored? How does the program or department measure retention in its program or programs? (See the glossary at the end of these guidelines for a definition of terms.)

Describe the methods for recruiting students into your program. Include efforts to recruit underrepresented groups, students from out of state, and international students.

To what extent do students enhance their academic program beyond regular courses? Examples might include internships, research/creative activity, service learning, study abroad, student disciplinary-based clubs or honoraries, professional organizations, research or teaching assistantships, etc.

Provide a description of the academic advising and mentoring in the program.

Provide information on the success of your graduates in terms of employment, continued academic advancement, awards, etc., and how that information is obtained. Provide as complete as possible a summary of graduates over the last 7 years and their employment history or placement in professional or graduate programs.

II.3 Analysis

Provide an analysis of the undergraduate programs and outcomes. It is important to analyze the data provided earlier in relation to your program goals and objectives. What has the program achieved with respect to majors, minors, service courses, interdisciplinary programs, internships, service learning, and other experiences related to the student experience in the program?

Regarding the curriculum for each program, provide an analysis of the course offerings and how they contribute to the overall design of each program. What has been learned from the program’s assessment plans and results regarding student learning outcomes? How has the assessment information been used to change the program or programs since the last program review, and what are the effects or impacts of the changes?

To what extent does the curriculum meet current and future student needs? Are the retention and time-to-degree numbers appropriate for your program and students?

Provide an assessment of the effectiveness of academic advising and mentoring in the program.

Consider information provided on the enrollments, retention, and success of graduates in Section II.2. Analyze the information to discover any trends or shifts and what these might mean. Where possible, compare this information to similar sized programs in the US and also to the top-rated programs in the US.

Part III: Graduate Courses and Degree Program(s)

III.1 Graduate program organization, objectives and effectiveness

Provide an overview of the objectives and mission of your graduate program.

Summarize the relation of the graduate program to the needs of the state, nation, and other programs if this has changed since the program was first initiated. Describe any significant changes to the program organization or objectives since the last program review.

Identify the graduate degrees, majors, options, certificates, and interdisciplinary programs contributing to the graduate program. Identify any graduate level service courses that are offered for other programs as well as courses your program uses from other programs.

Provide a summary of the program's advisement policies and procedures for resolution of any student/advisor conflicts. Describe the advising, mentoring, and thesis direction procedures used in the program. Identify the number of graduate faculty in the program, number of faculty members actively advising, mentoring, or directing theses for students at this time, average number of students assigned to each active faculty, standard deviation of advisees per faculty, and historical trends in these numbers. Describe the student governance and participation in the program and in curriculum development.

Describe the course offerings and how they contribute to the overall design of the curriculum.

Describe the methodologies used to develop curriculum and plans of study for graduate students.

What, if any, specific courses or listed electives are required for each degree? The Program Review should include the frequency with which required and critical elective courses are offered.

Describe the administrative structure of the graduate program and its relation to department structure. What resources are used to administer the graduate program, and how are these resources allocated?

Describe student-learning outcomes as contained in the program's assessment plan and how these are incorporated into any revisions. Specific information should include time to completion of master's and doctoral degrees. Comparison of these statistics to the top rated programs in the discipline should be included. *(Note that time to degree should only be compared to other similar disciplines and should not be used to rate dissimilar programs or fields).*

III.2 Graduate Students

Provide the number of students at master's and doctoral level and total number of students. Provide information on the quality and diversity of students entering the graduate program.

Quality indicators could include entering GPAs, undergraduate degree-granting institutions, GRE or GMAT scores, faculty recommendations, and student awards.

Provide a description of recruiting and admissions procedures of the graduate program. This should also include recruiting efforts and successes for underrepresented groups, out-of-state students, and international students.

Describe the historical trends in graduate student assistance (TA's, RA's, Internships, etc.) over the last 7 years. *(Include any shifts to RA support from TA support.)*

To what extent do students enhance their academic courses through seminar or speaker series, internships, study abroad, attending professional conferences, etc?

Provide quantitative and qualitative measures of student research output, such as publications, professional presentations, citation indicators, and student awards over the past 7 years.

Provide as complete as possible a summary of graduates over the last 7 years and their employment history or, as relates to master's degree students, acceptance to other doctoral programs. How are their successes monitored? Compare this summary to similar sized programs in the US and also to the top rated programs in the US.

III.3 Analysis

Provide an analysis of the graduate programs and outcomes. It is important to analyze the data provided earlier in relation to your program goals and objectives. What has the program achieved with respect to majors, service courses, interdisciplinary programs, internships, service learning, and other experiences related to the student experience in the program?

Regarding the curriculum for each program, provide an analysis of the course offerings and how they contribute to the overall design of each program. What has been learned from the program's assessment plans and results regarding student learning outcomes? How has the assessment information been used to change the program or programs since the last program review, and what are the effects or impacts of the changes?

To what extent does the curriculum meet current and future student needs? Are the retention and time to degree numbers appropriate for your program and students?

Provide an assessment of the effectiveness of academic advising, mentoring, and thesis direction in the program.

Consider information provided on the enrollments, retention, and success of graduates in Section II. Analyze the information to discover any trends or shifts and what these might mean. Where possible, compare this information to similar sized programs in the US and also to the top-rated programs in the US.

For any graduate programs, consider the recruiting and admissions procedures, including those for underrepresented groups, out-of-state students, and international students. Have these been successful? If not, how might they be improved?

Part IV: Faculty

IV.1 Faculty Composition and Workloads

Describe the faculty in terms of rank, tenure status, degrees held, gender, ethnicity, and discipline specialties. Include similar information for non-regular faculty (e. g., part-time faculty, adjunct faculty, etc.). Brief curriculum vitae may be provided, with an emphasis on achievements during the last seven years. Complete CV may be provided for the external reviewers’ visit but need not be included in the self-study.

Describe the faculty allocation of responsibilities in the program for teaching, faculty scholarship or artistry, mentoring and advising, graduate and undergraduate research or creative work, committee or administrative work, etc. Include regular faculty as well as part-time, letter of appointment, teaching assistants, and adjunct faculty. To what extent does the allocation of faculty resources meet the needs and objectives of the programs? Are changes planned?

Describe searches for new faculty during the last seven years. Include whether the position was new or a replacement, the extent of the search, the number of applicants, and how the new hire complements the program.

IV.2 Research, Scholarship, Creative Activity, Outreach, and Professional Service

Describe the research, scholarship, creative activity, outreach, and professional service of the faculty in the manner most appropriate for your discipline and consistent with your program mission and goals. Include outreach that is related to your program objectives as well as professional consulting. Describe the overall productivity on research, scholarship, creative activity, and professional service of faculty in the program over the past seven years.

Comment on the extent to which undergraduate and graduate students are involved in these activities. Describe how external support to students has been provided in the past and will be provided in the future.

IV.3 Analysis

Provide an analysis of the faculty resources for the program. To what extent does the allocation of faculty resources meet the needs and objectives of the programs? Are changes warranted?

Has the discipline changed? How have faculty responded to the change? How have your hiring strategies or strategic planning changed?

Considering the research, scholarship, creative activity, and professional service of faculty over the past seven years, what has been the impact of these efforts? How does this productivity compare to programs to which you aspire? How does this productivity compare to performance indicators set forth in the department, college, and university strategic plan?

Part V: Program Resources, Physical Plant, and Facilities

Describe the funding sources (state, grants/contracts, endowments, etc.) available to support the program activities.

Describe the physical facilities, including information technology, and support services used by the program. Describe changes that have taken place during the past seven years.

Part VI: Future Plans

Summarize the strengths and challenges for the program and describe how they have been or will be addressed. Provide any appropriate planning documents, including data related to performance indicators that will be used to measure progress.

Considering the trends and analysis of the flow of students through the program, what are future plans for improving enrollments, retention, and time to degree, if any?

Provide projections for faculty, curricular changes, research activities, facilities, and other important future needs and describe how these projections will be addressed both with and without new resources.

List three or four changes that are planned for program improvement during the next few years.

III. Selection of the External Review Team

The external review team that will come to the campus for a site visit is appointed by the Executive Vice President & Provost in consultation with the Vice Provost, Instruction & Undergraduate Programs, the Dean, the Vice President for Research and Dean of the Graduate School, and the Chair/Program Director. The purpose of the external review visit is to provide an opportunity for carefully selected professionals to review the work of the program, discuss their findings and recommendations, and assist the program in the development of means to improve its effectiveness. The external review team is responsible for submitting a report within three weeks of the visit. See *The External Review Report* section of this manual beginning on page 21.

Prior to completion of the self-study and no later than November 15, a list of at least five potential reviewers from other institutions, who are recognized in their field, should be provided by the program. Recommended reviewers should reflect the various academic areas covered by the department or program. Professional organizations and specialized accrediting bodies frequently have a roster of qualified reviewers. Recommendations are to be forwarded to the vice provost and dean, accompanied by curriculum vitae for each reviewer. Since the university seeks to avoid any conflicts of interest, the department or program should indicate any personal or professional relationships the department chair or program director has with any of the proposed reviewers. Two to three reviewers will be approved by the provost, one of which will be designated as chair to lead in the review process and prepare the final report following the campus visit. Letters requesting reviewers to serve will be sent by the provost with copies to the dean and department.

IV. Arranging the External Review Visit

A. Itinerary for External Review Team Visit

The external review team will spend two to three days on campus discussing the self-study and related information with administrators, faculty, staff, advisory groups, students, and others related to the department/program. The itinerary should be developed by the program or department in consultation with appropriate campus personnel as well as with the chair of the external review team. When scheduling the entrance and exit meetings and the individual meetings with university representatives, it is important to consult with their calendar keepers well in advance of the visit to ensure their availability. It is important to provide time(s) for the reviewers to meet alone, especially at least one hour prior to the exit meeting.

A preliminary itinerary should be prepared in time to distribute with the self-study document one month prior to the campus visit. This will allow time for any necessary additions or changes once participants have had a chance to review the document. A sample itinerary is provided as ***Appendix E.*** Listed below are itinerary participants who must be involved; others may be added if needed.

Itinerary Participants

Initial meeting of the team with the following group:
Executive Vice President & Provost
Vice President for Research and Dean of the Graduate School
Vice Provost, Instruction & Undergraduate Programs
Dean of the College

Meeting of the team with the following individuals:
Dean of the College
Director of a School in which the department is located, if applicable
Department Chair/Program Director

Meetings of the team or individual team members with:
Department/Program Faculty
Faculty in related or served programs
Graduate Council program review representative (if applicable)
Vice President for Research & Associate Dean of the Graduate School
Student representatives
Alumni (if available)
Employers of graduates (if available)

Advisory groups (if applicable)
Others, as appropriate

Exit meeting of the team with the following group:
Executive Vice President & Provost
Vice President for Research and Dean of the Graduate School
Vice Provost for Instruction & Undergraduate Programs
Dean of the College

V. The External Review Report

<u>Outline for External Review Team Reports</u>

The external review team visit is the culmination of an extensive process of self-examination by the program. External reviewers are chosen to provide feedback from a broader perspective and to provide guidance to the program and the administration.

At the end of the visit, the external review team should provide a verbal outline of the external review report and the major topics to be addressed. The final written report should be submitted within three weeks.

The final external review report should include commendations as well as recommendations. In particular, the reviewers should examine and comment on the department's analysis of its use of resources, as well as the relevance and viability of the program, included anticipated demand and trends in enrollment. Suggestions as to how the program should be evaluated using external measures or standards will be helpful. There should be a special emphasis on improvements that require no new resources. Both the dean and the program faculty will have an opportunity to respond to the external reviewers' report before the entire process is concluded.

As a suggestion, the final report might be organized in the following manner:

I. Department/Program Strengths

II. Department/Program Weaknesses

III. Strategies for Improvement

IV. Evaluation of the external review process/site visit/self-study document

VI. Program Review Follow-Up

Following receipt of the external reviewers' report, the provost's office will send copies of the report to the Dean, School Director, if applicable, Chair/Director, Vice President for Research and Dean of the Graduate School, and Graduate Council representative for the program review. Responses from the Dean and Department Chair will also be requested. In addition, if applicable, the Provost will meet with the Graduate Council to receive its input on the program review.

Following submission of all responses and input, a follow-up meeting of the Provost, Vice Provost, the Dean of the College, Director of any school in which the department is located, Vice President for Research, and the Chair or Director of the program will be scheduled by the Provost's office to discuss the program review. Following that meeting, the Provost will prepare a summary of conclusions and recommendations and forward it to the department, with copies to the Dean and Vice Provost.

In the fall of each year, the provost's office submits a Summary Report of the University's program reviews to the Board of Regents. The report format is as follows:

I. Description of the Program
II. Review Process and Criteria
III. Major Findings and Conclusions of the Review

Appendix A
Program Review Support Team

Contact People

William N. Cathey, Vice Provost for Instruction & Undergraduate Programs, MS 0005, Phone 784-1740, e-mail billca@unr.edu.

John Mahaffy, Director, Office of University Assessment, MS 0087, Phone 784-4349, e-mail mahaffy@unr.edu.

Marsha Read, Vice President for Research/Dean – Graduate School, MS 0326, Phone 784-6869, e-mail read@unr.edu.

Arthur Chenin, Institutional Analysis, MS 0118, Phone 784-4546, e-mail achenin@unr.edu.

Audrey M. Casey, Assistant to the Executive Vice President & Provost, MS 0005, Phone 684-7483, e-mail acasey@unr.edu.

Links and Websites

Nevada System of Higher Education (NSHE) Board of Regents Handbook section on Program Review:

http://system.nevada.edu/tasks/sites/Nshe/assets/File/BoardOfRegents/Handbook/T4-CH14%20-%20NSHE%20Planning,%20Program%20Review,%20Articulation%20and%20Enrollment.pdf

University of Nevada, Reno, Office of Institutional Analysis:

http://www.unr.edu/ia

University of Nevada, Reno, Office of University Assessment:

http://www.unr.edu/assess/

University of Nevada, Reno, Alumni & Employer Survey Homepage:

http://www.unr.edu/assess/data/AlumniEmployerPage.html

Program Review Timeline Fall *Appendix B* **To be completed by:** Name
Deadline: Date

Done?	Department/Unit	Due By	Notes
	Receive startup memo	Sept. 1	
	Attend Program Review Orientation	Mid-Sept.	Bring any dept. representatives who will work on the review
	Assemble self-study report team	Sept. 30	
	Ensure progress on self-study	Oct. - Dec. 30	
	Identify & contact at least 5 review team members	Mar. 15	
	Forward list of review team nominees to dean	Mar. 15	Include CVs & contact information
	Schedule external review dates	Apr. 30	
	Forward preliminary self-study to Dean; Provost	45 days prior to visit	Send to dean & vice provost
	Distribute final self-study to reviewers & others	30 days prior to visit	Send to dean, vice provost, provost, grad. council rep.
	SITE VISIT	Before Nov. 30	
	Provide response to external review report	Within 2 weeks	Send to dean, vice provost & provost
	Attend follow-up meeting		Also attended by dean, provost, vice provost
Done?	**Dean**	**Due By**	**Notes**
	Receive copy of startup memo	Sept. 1	
	Approve list of 5 review team members	Mar. 15 - 30	Submitted by chair w/ CVs & contact information
	Forward list of 5 review team members to Provost	Apr. 1	
	Approve preliminary self-study from department	45 days prior to visit	
	SITE VISIT	Before Nov. 30	
	Provide response to external review report	Within 4 weeks	Send to chair, vice provost & provost
	Attend follow-up meeting		Also attended by chair, provost, vice provost
Done?	**Graduate Council**	**Due By**	**Notes**
	Appoints representative to Program Review	Spring semester	
	Representative receives & reviews self-study	30 days prior to visit	
	SITE VISIT	Before Nov. 30	
	Receives report from representative		
	Discusses report w/ Provost at a meeting		
Done?	**Provost's Office**	**Due By**	**Notes**
	Issues program review startup memos	Sept. 1	
	Organizes & offers Program Review Orientation	Sept. of each year	
	Formal invites to reviewers	April	
	Provides account nos. for travel, honoraria, lodging	Sept. / Oct.	
	Follow-up w/ Department on progress	Monthly	
	Ensure self-study draft is received from department	45 days prior to visit	
	Ensure review schedule is received from department	30 days prior to visit	
	SITE VISIT	Before Nov. 30	
	Receive external review report & distribute	Within 2 weeks	Send to Dean, Dept., Grad. Council Rep.
	Receive dept. & dean responses to report		
	If applicable, meet w/ Grad. Council for input		
	Schedule follow-up meeting		Meeting for Dean, Dept., Provost & Vice Provost

	Provide formal memo to Dept.		
	Complete final report to Board of Regents	Fall of each year	

INDEPENDENT CONTRACTOR/INDEPENDENT SERVICE PROVIDER AGREEMENT

NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

I. Independent Contractor Information – All information is required. Answer questions 1 through 4 below.

Independent Contractor Name Reviewer (Last) Ronald (First) R (MI)

Name of Business, if other than above ____________________

Contractor **must complete Form W-9** *as Page 7 of this Agreement, and*
must include a notarized affidavit *as page 10 of this Agreement, if applicable.*
Please direct any questions to icgs@unr.edu.

	YES	NO
1. Does Nevada System of Higher Education (NSHE) pay others, as employees, who perform the same duties that are to be performed by this independent contractor?	☐	☑
2. Is the recommended Independent Contractor a current or former (during the past twelve months) employee of NSHE (which includes College of Southern Nevada, Desert Research Institute, Great Basin College, Nevada State College, Truckee Meadows Community College, UNLV, UNR, Western Nevada College, or any NSHE System Administration Offices)?	☐	☑
3. Is the recommended Independent Contractor related to an NSHE employee?	☐	☐
4. Is the recommended Independent Contractor a U.S. citizen or lawful permanent resident (green card holder)?	☑	☐

*If the answer to question 2 is **YES**, do **NOT** proceed with this form. Process the payment on an employment document.*

Check appropriate box.

*If the answer to question 3 is **YES**, do **NOT** proceed with this form. Under the Board of Regents Conflict of Interest Policy (BOR Title 4 Chapter 10) payment is not allowed.*

*If **NO**, contact the Nonresident Alien Tax Specialist at nra@unr.edu or 784-6663 for additional documentation requirements and approval of Section VII.*

II. Contract Effective Dates, Scope of Services, and Payment Terms.

This Contract shall be effective from 11/22/3333 to 11/25/3333.

1. **Explain in detail** what the Independent Contractor will do (specifically, what will be done, where the work will be accomplished, and when the work will be completed).

Contractor will serve on an external review team for the ________________ (program/department) program review. This involves reviewing a self-study and other documentation provided by the department/program in advance of the review visit, participating in a ___-day UNR campus visit to include meetings with faculty, staff, students, administrators and other stakeholders to the program and/or department, and providing observations and recommendations to be included in a final report to the department and university administrators.

2. Indicate the total amount of the payment and the date when the payment will be made. If this contract exceeds 45 days in length and if completion benchmarks have been agreed to and progress payments are to be made, indicate each benchmark and its associated progress payment dollar amount. The final payment date should be the ending date of this contract.

$_______ (including honorarium, travel expenses and incidentals)
Air Fare $_____
Hotel @ $____ per night for 2/3 days = $_____
Meals, Incidentals @ $____ per day for 2/3 days = $_____
Parking/transportation/incidentals @ $_____ per day = $_____
Honorarium $______

III. Evaluation for Determining Independent Contractor Status

Hiring personnel are responsible for the work individuals are to do and providing information to properly classify them as employees or independent contractors. The following questions are intended to measure the extent of control which the University/NSHE may exercise over the worker. Generally, if there is a good deal of control over what the worker does and how the worker does the work, there should be an employee relationship established. If there are few elements of control, an independent contractor relationship may be appropriate. See definitions in Independent Contractors Procedures.

		YES	NO
1.	Must the service provider follow substantial instructions? If **YES,** describe the type of direction and control, and who will supervise the services:	☐	☑
2.	Are substantive training, guidance, and/or assistance provided to the Contractor?	☐	☑
3.	Is the Contractor's job substantively integrated in the general operation of the department/University/ NSHE?	☐	☑
4.	Are services rendered personally by the Contractor?	☑	☐
5.	Does the Contractor hire, supervise, and pay assistant workers?	☐	☑
6.	Does this arrangement contemplate continuing or recurring work? If **YES,** explain:	☐	☑
7.	Does the University/NSHE establish set hours of work?	☐	☑
8.	Is there a full time requirement?	☐	☑
9.	Will the services be performed on the University/NSHE premises?	☐	☑
10.	Does the University/NSHE require that the work be done in a specific order or sequence?	☑	☐
11.	Is regular accountability required?	☐	☑
12.	Is payment by the hour/week/month as opposed to payment by the job worked or task completed?	☐	☑
13.	Does the University/NSHE furnish equipment, tools, or supplies to the Contractor?	☐	☑
14.	Does the contractor have significant capital investment in the facilities used in performing services?	☐	☑
15.	Does any profit or loss accrue to the contractor?	☑	☐
16.	Is the contractor actively engaged in providing these or similar services to non-University/non-NSHE entities? If **YES,** provide the names of three clients for whom similar services were or are being performed:	☐	☑
17.	Can the contractor be discharged even if the contract terms are being met?	☑	☐
18.	Does the contractor have the right to terminate without contract liability?	☑	☐
19.	Has the contractor ever performed this or other services for the University or NSHE in the past? If **YES,** when:	☐	☐

Check appropriate box.

IV. Insurance Requirements

The Contractor shall not commence work before proof of the required insurance is evidenced by a Certificate of Insurance on an ACORD 25 form, provided by the Contractor's insurance agent or broker. By endorsement to all general and umbrella or excess liability policies, the "Board of Regents, Nevada System of Higher Education" shall be named as an **additional insured** for all liability arising from the contract. The Certificate of Insurance must be filed with the contract so that it can be found in the event of a loss. Prior approval of the insurance policies by NSHE, shall be a condition precedent to any payment of consideration under this Contract. The Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below:

1. I UNDERSTAND THAT **PAYMENT(S) WILL NOT BE PROCESSED UNLESS THE AFFIDAVIT AND/OR OTHER INSURANCE REQUIREMENTS listed below ARE FULLY MET, if applicable**.

Initial – Contractor	**Date**	**Initial - Department**	**Date**

2. Workers' Compensation and Employer's Liability Insurance

   (a) Does the Contractor have employees? YES ☐ NO ☑

   *<u>If the answer to question (a) is</u> **<u>YES</u>**, the Contractor shall provide proof of workers' compensation insurance per NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.*

   (b) The Workers' Compensation Insurance is not required if the Contractor is:

   ☐ To receive only travel reimbursements, and/or travel expenses are to be paid to vendor(s) directly on behalf of the Contractor using a PCard or request for payment, i.e., no fee or honorarium is to be paid to the contractor.
   ☑ Another U.S. institution's faculty member who is covered under the U.S. institution's workers' compensation insurance policy.
   ☐ An individual and **<u>NOT</u>** a sole proprietor. *NRS 616A.310 defines a "SOLE PROPRIETOR" as a self-employed owner of an <u>unincorporated</u> business and includes: working partners and members of working associations.*

   <u>If any of the above applies</u>, then skip to item 3 below.

   (c) The Workers' Compensation Insurance is not required if the contractor is, per NRS 616A.110:

   ☐ To be employed in casual and not in the course of the trade, business, profession, or occupation of his employer.
   ☐ To be engaged as a theatrical or state performer or in an exhibition.
   ☐ To perform services as a musician merely casual in nature and not lasting more than 2 consecutive days, and not recurring for the same employer, as in wedding receptions, private parties, and similar miscellaneous engagements.
   ☐ To be engaged in household domestic service, farm, dairy, agricultural, or horticultural labor, or in stock or poultry raising, except as otherwise provided in chapters 616A to 616D, inclusive, of NRS.
   ☐ To perform services as a voluntary ski patrolman who receives no compensation for his services other than meals, lodging, or use of the ski tow or lift facilities.
   ☐ To perform services as a sports official for a nominal fee at a sporting event that is amateur, intercollegiate, or interscholastic and is sponsored by a public agency, public entity, or private or nonprofit organization. As used in this subsection, "sports official" includes an umpire, referee, judge, scorekeeper, timekeeper, or other person who is a neutral participant in a sporting event.
   ☐ A clergyman, rabbi, or lay reader in the service of a church, or any person occupying a similar position with respect to any other religion.

☐ A real estate broker, broker-salesman, or salesman licensed pursuant to chapter 645 of NRS.

☐ i. To sell or solicit the sale of products, in person or by telephone:
  a. On the basis of a deposit, commission, purchase for resale, or similar arrangement specified by the Administrator by regulation, if the products are to be resold to another person in his home or place other than a retail store; or
  b. To another person from his home or place other than a retail store;
ii. To receive compensation or remuneration based on sales to customers rather than for the number of hours that he works; and
iii. To pursuant to a written agreement with the person for whom the services are performed which provides that he is not an employee for the purposes of this chapter. [11:168:1947; A 1953, 99; 1955, 915]— (NRS A 1969, 1100; 1975, 1018; 1977, 194; 1979, 949; 1985, 1077; 1995, 2129; 1997, 162; 2003, 1584)

If any of the above applies, then skip to item 3 below.

(d) Nevada law allows the following to reject workers' compensation coverage **if they do not use employees or subcontractors in the performance of work under the contract.** Indicate the appropriate category below :

☐ Sole proprietors (NRS 616B.627 and NRS 617.210).
☐ Unpaid officers of quasi-public, private, or nonprofit corporations (NRS 616B.624 and NRS 617.207).
☐ Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207).
☐ An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207).

If the Contractor has **rejected workers' compensation** coverage under applicable Nevada law, the Contractor **must indicate** the basis for the rejection of coverage **above**; and **complete, sign, and have notarized an Affidavit of Rejection of Coverage.** The Affidavit of Rejection forms can be found at: *http://www.bcn-nshe.org/downloads/?deptID=Workers%20Compensation*.

3. Commercial General Liability (Minimum Limits)

	YES	NO
(a) Does the Contractor have a Commercial General Liability policy?	☐	☑

*If the answer to question (a) is **YES**, the Contractor shall provide a Certificate of Insurance for Commercial General Liability with the following minimum limits:*

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$1,000,000

*If the answer to question (a) is **NO**; or if the Contractors limits do not meet the requirement shown above, contact the Risk Management office (775) 784-6139.*

4. Business Auto Liability Insurance

	YES	NO
(a) Will the Contractor drive onto NSHE property and/or transport NSHE employees or students?	☐	☑

*If the answer to question (a) is **NO**, evidence of business auto liability insurance is not required.*

	YES	NO
(b) Does the Contractor have a Business Auto Liability policy?	☐	☑

*If the answer to questions (a) and (b) is **YES**, the Contractor shall provide a Certificate of Insurance for Business Auto Liability with the following minimum limits for Owned, Non-Owned, or Hired Automobiles:*

Per Accident, Combined Single Limit $1,000,000

*If the answer to question (b) is **NO**, please contact the Risk Management office, (775) 784-6139.*

5. High Risk Activities

Activities in volving aircraft, bo ats, and chartered bu ses w ill requ ire add itional i nsurance. Architects, En gineers, Construction Contractors, Professional Consultants, Medical Affiliations, and high risk activities will require higher limits than discussed above. Contact the Risk Management office, (775) 784-6139, when you have a question about the nature of the activity and insurance requirements.

V. Payment Source

The total amount paid to the contractor will be subject to IRS 1099 or 1042-S (if nonresident alien) reporting guidelines, unless receipts are submitted for travel expenses or meals are paid based on the employee per diem rates. Payment(s) will be made upon receipt of independent contractor invoice.

FUND	AGCY	ORGN	OBJT	SOBJ	BACC	DESCRIPTION Include last four digits of PCard, if applicable	AMOUNT Due to Contractor	AMOUNT Prepaid by Dept.
xxxx	xxx	xxxx	30	21		_____ Program Review		

Total Due to Contractor: 0.00

Total Prepaid by Department: 0.00

Total Expenses: 0.00

Disposition of check(s)

☑ Mail as addressed
☐ Pick up at Cashier's – attach **a written justification** if the department to pick up
☐ Other: ____________________
(Note: Checks will **NOT** be sent to campus mail stops)

Encumbrance & Invoice(s)

☐ Encumber amounts listed above
(Note: **Invoice(s) must be submitted**)
☐ Pay without invoice

Note: Any agreements with a total cost of at least $25,000.00 may be subject to bidding requirements. If the total payment on this contract is at least $25,000.00 or if the aggregated total payment to a given contractor is $25,000.00 or more, the contracting department needs to provide substantiation for the single source in addition to this independent contractor agreement. The information, as with all purchase contracts, is public information and subject to review by auditors and the public. The Sole Source Justification form is available at http://www.unr.edu/vpaf/controller/Forms/indepcont.html.

Authorized Account Signature Date

Department Contact Information

Department Contact Name Phone Number E-mail Address

VI. Independent Contractor Agreement - Terms and Conditions

A contract between the Board of Regents of the Nevada System of Higher Education, hereinafter referred to as NSHE, and Independent Contractor, hereinafter referred to as Contractor.

Preamble

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions, or institutions to engage the services of persons as Independent Contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of NSHE; and

WHEREAS, Contractor represents that it is duly qualified and able to render the services hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

1. The period of this Agreement shall be effective from dates stated on this form, unless revoked by either party as set forth in Paragraph (2).
2. This agreement may be revoked without cause by either party prior to the date set for th in Paragraph (1) by notifying the other party in writing at least ten (10) days in advance of the effective date of the termination specified in such notice.
3. The parties agree to the services to be performed. These are stated on the reverse side, or in attachments, which are made a part of the agreement by reference thereto.
4. Contractor agrees to provide the services set forth in Paragraph (3) for a total cost not to exceed the amount stated on the Payment Terms.
5. Governing Law: Consent to Jurisdiction. This Agreement will be deemed entered into in Nevada and will be governed by and interpreted in accordance with the laws of the State of Nevada. The parties agree that any dispute arising under the Agreement will be resolved in the state court in Washoe County, Nevada, and the parties hereby expressly consent to jurisdiction therein. This agreement shall be construed and interpreted according to the laws of the State of Nevada.
6. The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of NSHE.
7. The books, records, documents, and accounting procedures and practices of the Contractor relevant to this agreement shall be subject to inspection, examination, and audit by NSHE.
8. Any reports, studies, photographs, negatives, or other documents or drawings prepared by Contractor in the performance of its obligations under this agreement shall be the exclusive property of NSHE and all such materials, if any, shall be remitted to NSHE by Contractor upon completion, termination, or cancellation of this agreement. Contractor shall not use, willingly allow or cause to have such materials, if any, used for any purpose other than the performance of Contractor's obligations under this agreement without the prior written consent of NSHE.
9. Contractor agrees to indemnify and save and hold the Board of Regents of the Nevada System of Higher Education, the Nevada System of Higher Education, the university, their agents, officers, and employees harmless from any and all claims, causes of action, or liability arising from the performance of this agreement by Contractor or Contractor's agents, officers, or employees.
10. The parties agree that Contractor is an Independent Contractor and that this agreement is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the Contractor is not an employee of NSHE and:
    There shall be no:
    (a) Withholding of income taxes by NSHE;
    (b) Industrial insurance coverage provided by NSHE;
    (c) Participation in group insurance plans which may be available to employees of NSHE;
    (d) Participation or contributions by either the Independent Contractor or NSHE to the public employees retirement system;
    (e) Accumulation of vacation leave or sick leave;
    (f) Unemployment compensation coverage provided by NSHE if the requirements of NRS 612.085 for Independent Contractors are met.
11. The Nevada System of Higher Education is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, religion, sex, age, creed, national origin, veteran status, physical, or mental disability in any program or activity it operates. NSHE employs only U.S. citizens and individuals lawfully authorized to work in the U.S.
12. This agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.
13. Written notices required under this agreement shall be sent certified mail, return receipt requested.
14. **CONTRACT TERMINATION**.
    (a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
    (b) NSHE Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the NSHE Legislature and/or federal sources. NSHE may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from NSHE and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
    (c) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
        i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
        ii. If any NSHE, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
        iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
        iv. If NSHE materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
        v. If it is found by NSHE that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of NSHE with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
    (d) Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (2), and the subsequent failure of the defaulting party within 10 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
    (e) Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall promptly deliver into NSHE possession all proprietary information in accordance with paragraph (20).

15. <u>REMEDIES</u>. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation $125 per hour for NSHE-employed attorneys. NSHE may set off consideration against any unpaid obligation of Contractor to any NSHE agency.

16. <u>LIMITED LIABILITY</u>. NSHE will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any NSHE breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

17. <u>FORCE MAJEURE</u>. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

18. <u>GOVERNMENT OBLIGATIONS</u>. Contractor shall be responsible for all applicable federal, NSHE, and local government obligations. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor warrants that it has a valid business license. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. NSHE may set-off against consideration due any delinquent government obligation.

19. <u>WAIVER OF BREACH</u>. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20. <u>SEVERABILITY</u>. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21. <u>PUBLIC RECORDS</u>. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. NSHE will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may clearly label individual documents as a "trade secret" or "confidential" provided that Contractor thereby agrees to indemnify and defend NSHE for honoring such a designation. The failure to so label any document that is released by NSHE shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by NSHE, NSHE will notify Contractor of the request and delay access to the material until seven working days after notification to Contractor. Within that time delay, it will be the duty of Contractor to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

22. <u>CONFIDENTIALITY</u>. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed, or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

23. <u>FEDERAL FUNDING</u>. In the event federal funds are used for payment of all or part of this Contract:

(a) Contractor certified, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

(b) Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

(c) Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions.)

24. <u>WARRANTIES</u>.

(a) General Warranty. Contractor warrants that all deliverables and work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

(b) Millennium Compliance. Contractor warrants that any information system application(s), during or after the calendar year 2000, shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of NSHE. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, NSHE is immune from liability due to any failure of millennium compliance.

25. <u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the NSHE Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

26. <u>CONFLICT IN CONTRACT TERMS</u>. In the event of a conflict in terms between this NSHE Independent Contractor Agreement/Independent Service Provider Agreement and the Contractor's own form of agreement, the terms of the NSHE Independent Contractor Agreement take priority.

1 12 IC 1437

Form **W-9** (Rev. October 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
Ronald R Reviewer

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership ☐ Exempt payee
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -------
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
17 Anytown Lane

City, state, and ZIP code
Anytown, Anystate xxxxx

Requester's name and address (optional)
Board of Regents, NSHE
on behalf of University of Nevada, Reno
Controller's/MS 124
Reno, NV 89557-1124

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
000 | 00 | 0000

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VII. Foreign Nationals

Foreign nationals may not be contracted, paid, or reimbursed without documentation substantiating the individual's immigration status **PRIOR TO** the commencement of services. Contact the Nonresident Alien Tax Specialist for information and approval. Payments to foreign national contractors are subject to 30% federal income tax withholding. All payments will be reported on Form 1042-S.

Approval of NSHE Nonresident Alien Tax Specialist Date

VIII. Signatures

The total amount paid to the contractor will be subject to IRS 1099 or 1042-S (if nonresident alien) reporting guidelines, unless receipts are submitted for travel expenses. Payment(s) will be made upon receipt of independent contractor invoice.

CERTIFICATION: Based on the above, it is my determination that the desired service should be most properly obtained from a hired contractor. I acknowledge that the University may hold my department financially responsible for an additional taxes, interest, and penalties that the IRS may assess due to misclassification.

Authorized Hiring Signature Date

Jannet Vreeland

Printed Name of Authorized Signer

Provost's Office 0005

Department Mail Stop

Clark Administration 110

Building Room

Dept. Contact Here

Department Contact Name

Dept. Contact e-mail here

Department Contact E-mail Address

Dept. Contact phone here

Telephone No. Fax No.

AGREEMENT: I have read and agree to the above representations and assert that they are true and correct. Workers' Compensation: I acknowledge that the University of Nevada, Reno will not be considered to be my employer, and is not liable as a principal contractor to me for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of these services. I further agree to the scope, terms, and conditions set forth by this document, and acknowledge that **THIS CONTRACT IS NOT FULLY EXECUTED UNTIL SECTION IX IS COMPLETED [in addition to section VII for foreign nationals].**

Contractor Signature Date

Ronald R Reviewer

Printed Name of Contractor/Business Name

17 Anytown Lane

Mailing Address

Anytown, Anystate xxxxx

City State Zip

USA

Country, if other than the U.S.

Reviewer e-mail here

Contractor E-mail Address

Reviewers Telephone here

Telephone No. Fax No.

IX. Determination/Approval

NSHE Independent Contractor Review Authority

Approval of NSHE Independent Contractor Review Authority Date

AFFIDAVIT OF REJECTION OF COVERAGE FOR WORKERS' COMPENSATION UNDER NRS 616B.627 and NRS 617.210

STATE OF NEVADA)
) ss.
_________ COUNTY)

Ronald R Reviewer, being first duly sworn, deposes and states:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the Nevada System of Higher Education.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the Nevada System of Higher Education will not be considered to be my employer or the employer of my employees, if any; and that the Nevada System of Higher Education is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.
8. Further affiant sayeth not.

I, Ronald R Reviewer, do hereby swear under penalty of perjury that the assertions of this affidavit are true.

____

NAME Ronald R Reviewer

SIGNED and SWORN to before me this ___ day of _____________, _______,

by Ronald R Reviewer.

____

NOTARY PUBLIC

Appendix D

Self-Study Terms/Definitions:

The following definitions are to guide the use of student enrollment indicators in the self-study. If different terminology is required (e.g., to follow established indicators within a discipline or used by a pertinent association), it should be clearly defined.

Term: Time-to-Degree or Graduation

Generally defined as the amount of time it takes a student to complete a designated program or course of study. Time-to-degree is normally measured and reported as the "normal or conventional" time-to-degree, "reasonable time-to-degree" and "extended time-to-degree." **a**. Normal (conventional) time-to-degree is the period in which students at an institution complete all of the requirements for a degree or certificate according to the institution's catalog. IPEDS/GRS defines normal time-to-degree as four years (8 semesters or trimesters, or 12 quarters, excluding summer terms) for a bachelor's degree, two years (four semesters or trimesters, or 6 quarters excluding summer) for an associate's degree; and the scheduled times for certificate programs. **b.** Reasonable time-to-degree: that period of time that normally reflects 150% of the normal time-to-degree. For a four-year bachelor's degree, the reasonable time-to-degree is six years**. c.** Eventual time-to-degree is defined by the Joint Commission on Accountability Reporting (JCAR) as the point at which 95% of a cohort has graduated. The time required to complete a graduate degree may be measured in three different ways:

1. Total time-to-degree: Number of years between the awarding of the baccalaureate degree and the attainment of the advanced degree and is used by the National Research Council in its Survey of Earned Doctorates.
2. Elapsed time-to-degree: Time from entry into your graduate program to the awarding of the degree.
3. Registered time-to-degree: Time during which student was registered in your graduate program, excluding any time taken off between enrollment (stop out time).

The cohort from which the graduation rate is derived must be clearly defined (e.g., full-time vs. part-time, new vs. continuing vs. transfer students, etc.)

Term: Retention Rate

Student retention is generally defined as the number of incoming students who remain throughout the formal completion of their course of study. It may be measured from semester-to-semester, from year-to-year, or from entry-to-degree attainment. Typically it includes first-time freshmen, full-time students, or all students (Source: 1990 Chancellor's Office Report). The rate is often expressed as a percentage of an entering class, which enrolls for each succeeding academic year and graduates within the same time period. For the purpose of program review, a student who re-enrolls, but in a different program, is not retained by the program (though the student *is* retained by the institution). The cohort from which the retention rate is derived must be clearly defined (e.g., full-time vs. part-time, new vs. continuing vs. transfer students etc.)

APPENDIX E

(Insert department name here) Program Review

University of Nevada, Reno - Insert dates of review here

Arrival	**Date**	**Name**	**Time**	**Airline**	**Flight No.**
	(Insert date)	(Insert reviewer name)	a.m./p.m.		
		(Insert reviewer name)	a.m./p.m.		
		(Insert reviewer name)	a.m./p.m.		
Activities	**Date**	**Time**	**Activity**	**Location**	**Name/Org./Group**
	(Insert date)	1-1 1/2 hours	Breakfast Meeting	Reviewers' Hotel Restaurant/other	Heather Hardy (Provost), Willam Cathey (Vice Provost), Marsha Read (V.P. for Research and Dean, Graduate School), and appropriate Dean (insert name)
	The type, time &	1 hour	Meeting	TBD	(Insert name), Dept. Chair
	duration of these	1 hour	Meeting	TBD	(Insert name), Dean
	meetings can be	1/2 hour	Meeting	TBD	Current students (undergraduates)
	adjusted based	1-1 1/2 hours	Lunch Meeting	TBD	Review Team & ?
	on individual	1/2 hour	Meeting	TBD	Current students (graduates)
	schedules and	1 hour	Meeting	TBD	Department faculty
	particular program-	1 hour	Meeting	TBD	Faculty in related or served programs (if applicable)
	matic needs.	1/2 hour	Meeting	TBD	Marsha Read, V.P. for Research & Dean of Graduate School
		1/2 hour	Meeting	TBD	Meet with Graduate Council representative (if applicable)
		1 1/2 hours	Break		Break
		Evening	Dinner	Local restaurant	w/ Chair & 2 Faculty
	(Insert date)	1-1 1/2 hours	Breakfast	Reviewers' Hotel Restaurant	Review Team
	The type, time &	1 hour	Meeting	TBD	Employers of Graduates (if applicable/available)
	duration of these	1 hour		TBD	Classroom Observations (optional)
	meetings can be	1 hour	Meeting	TBD	Alumni (if available)
	adjusted based	1 1/2 hours	Lunch	TBD	(Insert name), Dept. Chair
	on individual	1 hour	Meeting	TBD	Review Team meets to prepare for exit interview
	schedules and programmatic need.	1 1/2 - 2 hours	Exit Interview	TBD	Heather Hardy (Provost), William Cathey (Vice Provost), Marsha Read (V.P. for Research and Dean, Graduate School), and appropriate Dean (insert name)
Departure	**Date**	**Name**	**Time**	**Airline**	**Flight No.**
	(Insert date)	(Insert reviewer name)	a.m./p.m.		
		(Insert reviewer name)	a.m./p.m.		
		(Insert reviewer name)	a.m./p.m.		
Notes	**Airport Transportation**				
	Passenger	**Host**	**Contact Information**	**Date**	
	(Insert reviewer name)	(Insert faculty name)	(Insert phone #)	(Insert date)	
	(Insert reviewer name)	(Insert faculty name)	(Insert phone #)	(Insert date)	
	(Insert reviewer name)	(Insert faculty name)	(Insert phone #)	(Insert date)	
	(Insert reviewer name)	(Insert faculty name)	(Insert phone #)	(Insert date)	
	(Insert reviewer name)	(Insert faculty name)	(Insert phone #)	(Insert date)	
	(Insert reviewer name)	(Insert faculty name)	(Insert phone #)	(Insert date)	