

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
FOR THE
ADMINISTRATION OF THE NEVADA OFFICE OF THE
WESTERN INTERSTATE COMMISSION FOR HIGHER EDUCATION
WITHIN THE NEVADA SYSTEM OF HIGHER EDUCATION

This Amendment to the Memorandum of Understanding entered November 3, 2021 (MOU) is made by and between the Nevada Western Interstate Commission for Higher Education (Nevada WICHE), and the Board of Regents of the Nevada System of Higher Education (NSHE), hereafter collectively referred to as the "Parties," and confirms the Parties' understanding of the administration of the Nevada WICHE program as a result of the program being moved from the Office of the Governor to NSHE. Any and all terms of the original MOU that are not amended herein remain in full force and effect. A copy of the original MOU is attached hereto.

Sections C, D(5) and D(6) of the original Terms of Understanding are amended as follows (with the new language *italicized*):

C. WICHE Director *and Staff*: As the Nevada WICHE Director is a NSHE employee who is otherwise statutorily appointed by and serves at the pleasure of the Nevada WICHE Commission, an independent entity. *If the Nevada WICHE Commission appoints any other Nevada WICHE Staff, such Staff is a NSHE employee who is otherwise appointed by and serves at the pleasure of the Nevada WICHE Commission, an independent entity. As such, Nevada WICHE is the appointing authority. The Nevada WICHE Director and any Staff will be paid through Nevada Office of WICHE's Administration budget:*

1. The Nevada WICHE Commission agrees to consider any written feedback or recommendations from NSHE's Vice-Chancellor of Academic *and Student Affairs and Community Colleges* regarding the performance of the Nevada WICHE Director *or Staff* as a NSHE employee in collaboration with the Department of Academic and Student Affairs under the terms of this Memorandum of Understanding, including conformance with the NSHE standards of employee conduct set forth in the NSHE Board of Regents *Handbook*; and
2. The provisions of the NSHE Code set forth in the Board of Regents' *Handbook*, Title 2, Chapter 6, regarding the rules and disciplinary procedures for certain NSHE employees, are not applicable to the Nevada WICHE Director *or Staff*.

D. Administrative Support of the Nevada WICHE Program

5. **Ancillary Services.** The Nevada WICHE Office will receive support for ancillary activities available through NSHE System Administration, including purchasing, legal services, and information technology services as is normally provided to System Administration departments like the Department of Academic and Student Affairs. *The contract review process for Nevada WICHE contracts will comply with the NSHE Procedures & Guidelines Manual (except that the contracting party is not the Board of Regents, and neither the Board of Regents nor the Chancellor acting as the Chancellor have authority for contract*

approval, denial, or modification), supported by Business Center North (BCN). Nevada WICHE may choose to take the necessary steps to use BCN's debt collection vendors and services.

- 6. **Accounts Receivable Support.** Accounts receivable services will be provided by NSHE through its Department of Budget and Finance, *which will track Nevada WICHE's accounts and provide services under the NSHE administrative services umbrella. However, Nevada WICHE's accounts will not appear on NSHE's financial statements because Nevada WICHE is an independent agency under the exclusive control of the three Nevada State Commissioners, acting jointly.*

This Amendment to Memorandum of Understanding is agreed to by:

NEVADA WICHE COMMISSION:

WICHE Executive Commissioner, Fred Lokken

Date

WICHE Commissioner, Catherine (Cathy) Dinauer

Date

WICHE Commissioner, Dale A.R. Erquiaga¹

Date

NSHE Acting CHANCELLOR:

Acting Chancellor Dale A.R. Erquiaga

Date

¹ Dale A.R. Erquiaga serves as the Acting Chancellor of the Nevada System of Higher Education, a party to this Amendment to MOU. The Governor has appointed Acting Chancellor Erquiaga to serve as a member of the Nevada WICHE Commission. For the purposes of this MOU, Acting Chancellor Erquiaga is abstaining in his capacity as a WICHE Commissioner so that he may execute the Amendment to MOU on behalf of NSHE.

MEMORANDUM OF UNDERSTANDING
FOR THE
ADMINISTRATION OF THE NEVADA OFFICE OF THE
WESTERN INTERSTATE COMMISSION FOR HIGHER EDUCATION
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Overview and Purpose

This Memorandum of Understanding is acknowledged by the Nevada Western Interstate Commission for Higher Education (Nevada WICHE), the Director of Nevada WICHE and the Chancellor of the Nevada System of Higher Education (NSHE), hereafter collectively referred to as "the parties," and confirms the parties understanding of the administration of the Nevada WICHE program as a result of the program being moved from the Office of the Governor to NSHE.

WHEREAS, since 1959, the Governor of the State of Nevada has continually executed the Western Regional Education Compact pursuant to NRS Chapter 397 to include Nevada within the Western Interstate Commission for Higher Education to increase access to higher education programs in the essential fields of technical, professional and graduate training for students in the Western states; and

WHEREAS, NRS 397.030 establishes the Nevada Office of the Western Regional Education Compact through the appointment of 3 commissioners by the Governor who collectively serve as the Nevada Western Interstate Commission for Higher Education (Nevada WICHE or Nevada WICHE Commission); and

WHEREAS, Nevada WICHE has historically operated as follows: 1) a standalone commission/independent entity prior to State Fiscal Year (FY) 2010; 2) an independent entity operating within NSHE between FY 2010 and FY 2015 with shared resources and information; and 3) an independent entity within the Office of the Nevada Governor between FY 2016 and FY 2021; and

WHEREAS, nine other WICHE partner states (Arizona, Wyoming, Montana, New Mexico, Hawaii, North Dakota, Utah, Colorado, and Alaska) operate their respective WICHE programs within a higher education office that performs functions related to academic affairs, student affairs, or financial aid; and

WHEREAS, the NSHE Department of Academic and Student Affairs administers and oversees system-level matters related to academic affairs, student affairs, and financial aid; and

WHEREAS, Nevada WICHE is the only WICHE program operated outside of a higher education system as an independent entity; and

WHEREAS, following a study of the Nevada WICHE program, the Nevada WICHE Commission recommended that the Legislature re-locate the Nevada WICHE Office from the Office of the Governor to its former NSHE home to provide a shared organizational structure to improve partnerships between NSHE and Nevada WICHE and enhance program innovation; and

WHEREAS, upon the recommendation of Nevada WICHE, the Nevada Legislature enacted Senate Bill 446 (SB 446) of the 81st Session of the Nevada Legislature (2021) and approved Nevada WICHE's Budget, effective on July 1, 2021, transferring the Nevada WICHE Office from the Office of the Governor to NSHE

for the provision of NSHE services to Nevada WICHE, including, without limitation, NSHE's information technology, legal, accounting and administrative support services; and

WHEREAS, the Nevada WICHE Commission remains a separate, independent entity from NSHE pursuant to its statutory authority set forth in NRS Chapter 397; and

WHEREAS, the three Nevada WICHE Commissioners, acting jointly, will establish all Nevada WICHE program objectives and retain sole budgetary authority over all expenditures in the program budget, which is used exclusively to fund stipends to students; and

WHEREAS, SB 446 expressly requires the Nevada WICHE Commission to appoint a Director of the Nevada WICHE Office who serves at the pleasure of the Nevada WICHE Commission; and

WHEREAS, notwithstanding that the Director of Nevada WICHE will be appointed by and serve at the pleasure of the Nevada WICHE Commission, the Director is a NSHE employee; and

WHEREAS, effective July 1, 2021, the Nevada WICHE Office will operate within NSHE and will be partnered with the NSHE Department of Academic and Student Affairs to ensure shared resources between the respective offices;

THEREFORE BE IT RESOLVED, through this Memorandum of Understanding that the Nevada WICHE Office become fully integrated within NSHE for the purpose of supporting the program and as outlined in this agreement.

Terms of Understanding

- A. Term.** This Memorandum of Understanding is effective upon execution by the Nevada WICHE Commission, the Nevada WICHE Director and the Chancellor of the NSHE and shall be retroactive to July 1, 2021 and continue until (i) the date of termination as set forth in a written order of the Nevada WICHE Commission, (ii) the date of termination as set forth in a written order of the Chancellor upon determination that this Memorandum of Understanding is no longer necessary, or (iii) the date the Nevada WICHE Office is relocated outside of the NSHE or the funding for Nevada WICHE is removed through action of the Nevada State Legislature.
- B. NSHE WICHE Office:** As of the effective date of this Memorandum of Understanding, the administration of the Nevada WICHE Program will be fully integrated within the NSHE Department of Academic and Student Affairs, receiving support for the program as outlined in this agreement.
- C. WICHE Director:** As the Nevada WICHE Director is a NSHE employee who is otherwise statutorily appointed by and serves at the pleasure of the Nevada WICHE Commission, an independent entity:
 - 1.** The Nevada WICHE Commission agrees to consider any written feedback or recommendations from NSHE's Vice-Chancellor of Academic Affairs regarding the performance of the Nevada WICHE Director as a NSHE employee in collaboration with the Department of Academic and Student Affairs under the terms of this Memorandum of Understanding, including conformance with the NSHE standards of employee conduct set forth in the NSHE Board of Regents *Handbook*; and

2. The provisions of the NSHE Code set forth in the Board of Regents' *Handbook*, Title 2, Chapter 6, regarding the rules and disciplinary procedures for certain NSHE employees, are not applicable to the Nevada WICHE Director.

D. Administrative Support of the Nevada WICHE Program

1. **Office Space.** One dedicated office located in the NSHE System Administration building at 2601 Enterprise Road, Reno, (SA Reno Office) will be provided for the Nevada WICHE Office.
 2. **Conference Room Access.** Conference room access will be provided for the program at the SA Reno Office and System Administration Las Vegas (SA Las Vegas Office) located at 4300 South Maryland Parkway, Las Vegas.
 3. **Support Staff.** The Nevada WICHE Office may have access to NSHE student workers for ad hoc tasks supporting the WICHE program. Administrative support for the Nevada WICHE program may be provided through the same resources for administrative support that are available and utilized by the NSHE Department of Academic and Student Affairs.
 4. **Cross-Training/Staff Support.** WICHE program duties and responsibilities will be fully integrated into the workflow of the Department of Academic and Student Affairs such that staff across the Department will be cross trained to support the Director and the WICHE program. Further, Nevada WICHE staff, including its Director, will support the duties and functions of the Department of Academic and Student Affairs.
 5. **Ancillary Services.** The Nevada WICHE Office will receive support for ancillary activities available through NSHE System Administration, including purchasing, legal services, and information technology services as is normally provided to System Administration departments like the Department of Academic and Student Affairs.
 6. **Accounts Receivable Support.** Accounts receivable services will be provided by the NSHE through the NSHE Department of Budget and Finance.
 7. **Budgetary Oversight.** The three Nevada State Commissioners, acting jointly, will retain sole budgetary authority over all expenditures in the program budget, which is used exclusively to fund stipends to students.
 8. **Program Objectives.** Nevada WICHE program objectives are set by the three Nevada State Commissioners, acting jointly.
- E. Modification of the Memorandum of Understanding.** Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties thereto.

This Memorandum of Understanding is agreed to by:

NEVADA WICHE COMMISSION:


WICHE Executive Commissioner, Fred Lokken

10-28-2021
Date


WICHE Commissioner, Catherine (Cathy) Dinauer

11-3-2021
Date

ABSTAIN
WICHE Commissioner, Melody Rose¹


Date

NEVADA WICHE DIRECTOR:


WICHE Director Jennifer Ouellette

10/28/2021
Date

NSHE CHANCELLOR:


Chancellor Melody Rose, NSHE

10.28.21
Date

¹ Dr. Melody Rose serves as the Chancellor of the Nevada System of Higher Education, a party to this MOU. The Governor has appointed Chancellor Rose to serve as a member of the Nevada WICHE Commission. For the purposes of this MOU, Chancellor Rose is abstaining in her capacity as a WICHE Commissioner so that she may execute the MOU on behalf of NSHE.