Board of Regents Policies

Chapter 1. The Board of Regents

RP-1.1 Governance of the Board
  RP-1.1.1 Direct Responsibilities of the Board ................................................................. 1
  RP-1.1.2 Code of Ethics of the Board ............................................................................. 1
  RP-1.1.3 Reporting Suspected University-Related Misconduct and Prohibition
    Against Retaliation (Whistleblower Policy) ............................................................... 2
RP-1.2 Duties and Privileges of Members
  RP-1.2.1 Duties of Members ......................................................................................... 4
  RP-1.2.2 Duties of the Chairperson ........................................................................... 4
  RP-1.2.3 Right of Student Members to Indicate Positions ......................................... 5
  RP-1.2.4 Reimbursement and Remuneration of Student Regents ............................. 5
  RP-1.2.5 Athletic Tickets ......................................................................................... 5
  RE-1.2.6 Regent Emeritus ....................................................................................... 5
RP-1.3 Meetings of the Board
  RP-1.3.1 Format of the Agenda (Repealed) .................................................................. 5
  RP-1.3.2 Copies of the Minutes .................................................................................. 6
RP-1.4 University Seal, Logo, Policy Manual, and Doctoral Gown
  RP-1.4.1 University Seal ........................................................................................... 6
  RP-1.4.2 University Identifier .................................................................................. 6
  RP-1.4.3 University Policy Manual .......................................................................... 7
  RP-1.4.4 Doctoral Gown ......................................................................................... 7
RP-1.5 Honorary Degrees and Awards
  RP-1.5.1 Honorary Degrees .................................................................................... 7
  RP-1.5.2 UNL Nebraska Builder Awards ................................................................ 10
  RP-1.5.3 UNMC J.G. Elliott Award .......................................................................... 11
  RP-1.5.4 UNO Order of the Tower Award ................................................................ 11
  RP-1.5.5 Regents Medal ........................................................................................... 12
  RP-1.5.6 Ron and Carol Cope Cornerstone of Excellence Award ........................... 13
RP-1.6 Committees of the Board
  RP-1.6.1 Committee Reports .................................................................................. 14
  RP-1.6.2 Executive Committee .................................................................................. 14
  RP-1.6.3 Planning Committee ................................................................................... 14
  RP-1.6.4 Academic Affairs Committee ................................................................... 15
  RP-1.6.5 Business Affairs Committee .................................................................... 15
  RP-1.6.6 General Affairs Committee ...................................................................... 15
  RP-1.6.7 Information Technology Committee ........................................................ 15
  RP-1.6.8 Outreach and Service Committee ............................................................. 15
  RP-1.6.9 Audit, Risk and Compliance Committee ................................................... 15
  RP-1.6.10 Student Affairs Committee ................................................................... 15
RP-1.7 Records of the Board of Regents
  RP-1.7.1 Custodian of Records ............................................................................... 16
  RP-1.7.2 Disposition and/or Preservation of Records ............................................... 16

Chapter 2. Structure of the University

RP-2.1 Interrelationships of the Board, the Administration, the Faculty, and the Student Body ...
  RP-2.1.1 (Not Currently Used) .................................................................................. 17
  RP-2.1.2 Campus Disorders and Administrative Response ....................................... 17
  RP-2.1.3 Right to a Public Hearing .......................................................................... 18
  RP-2.1.4 Presidential Search Advisory Committee(s) ............................................ 19
  RP-2.1.5 Standards of Conduct for Employees and Students Regarding Alcohol
    and Drugs ............................................................................................................. 19
  RP-2.1.6 Relationship of Teaching, Research, and Service .................................... 20
  RP-2.1.7 Statement on Intercollegiate Athletics ..................................................... 23
Chapter 3. Terms and Conditions of Employment

RP-3.1 Equal Opportunity/Affirmative Action ................................................................. 40
  RP-3.1.1 Non-Discrimination on the Basis of Individual Characteristics—Employees ................................................................. 40
  RP-3.1.2 Policy for Americans with Disabilities ............................................................ 40
  RP-3.1.3 Equal Opportunity/Affirmative Action Guidelines ......................................... 45
RP-3.2 Compensation for Services Rendered .................................................................. 53
  RP-3.2.1 Retirement Plan and Options (Repealed) .......................................................... 53
  RP-3.2.2 Deferred Compensation .................................................................................. 53
  RP-3.2.3 Ancillary Groups or Organizations—Group Insurance Plan .............................. 54
  RP-3.2.4 Health Care Benefits for Federal Appointments ............................................. 54
  RP-3.2.5 Incentive Programs ......................................................................................... 54
  RP-3.2.6 Employee and Dependent Scholarship Program ............................................. 55
    RP-3.2.6.1 Employee and Dependent Scholarships—Undergraduate Credit ............... 55
    RP-3.2.6.2 Employee Scholarships for Graduate Credit ............................................. 59
  RP-3.2.7 Operating Policy for the University of Nebraska General and Automobile
    Self-Insurance Program ............................................................................................... 62
  RP-3.2.8 Conflict of Interest and Conflict of Commitment ............................................ 96
  RP-3.2.9 Access to Retirement Accumulations (Repealed) ............................................ 105
RP-3.3 Conditions of Employment ................................................................................ 105
  RP-3.3.1 Vacation Accrual: Academic-Administrative Staff .......................................... 105
  RP-3.3.2 Vacation Accrual: Managerial-Professional Staff ........................................... 105
  RP-3.3.3 Sexual Harassment ......................................................................................... 106
  RP-3.3.4 Grievance Policy—General Nonacademic ...................................................... 106
  RP-3.3.5 Union Solicitation ......................................................................................... 110
  RP-3.3.6 Payroll Deductions for Union Dues ................................................................. 111
  RP-3.3.7 Graduate Teaching Assistants ....................................................................... 111
  RP-3.3.8 Nebraska College of Technical Agriculture Personnel Policies ........................ 111
  RP-3.3.9 Endorsement of Commercial Goods and Services by the University and
    University Staff ........................................................................................................... 111
  RP-3.3.10 Years of Service for Transferred Employees ................................................ 112
  RP-3.3.11 Family/Medical Leaves of Absence ............................................................... 112
  RP-3.3.12 Crisis Leave Sharing Policy ......................................................................... 115

RP-ii Table of Contents
Chapter 4. Rights and Responsibilities of Professional Staff
RP-4.1 Political Activity .......................................................................................................................... 119
  RP-4.1.1 Academic Responsibility ......................................................................................................... 119
  RP-4.1.2 Regent Campaigns .................................................................................................................. 119
RP-4.2 Academic-Administrative Personnel Matters ............................................................................. 119
  RP-4.2.1 Prohibition of Rollover Contracts .......................................................................................... 119
  RP-4.2.2 Faculty Assistance for Doctoral Study .................................................................................... 120
  RP-4.2.3 Faculty Development Fellowships ......................................................................................... 121
  RP-4.2.4 Maude Hammond Fling Fellowships (Repealed) ................................................................. 122
  RP-4.2.5 Health Care Policy for Tenured Early Retirees (Repealed) .................................................... 122
  RP-4.2.6 Emeritus Status ....................................................................................................................... 122
  RP-4.2.7 Senior Consultant Status—UNMC ....................................................................................... 124
  RP-4.2.8 Evaluation of Faculty and Administrators ............................................................................. 124
  RP-4.2.9 Faculty Status of Librarians .................................................................................................. 124
  RP-4.2.10 Faculty Status for Museum Personnel .................................................................................. 124
  RP-4.2.11 Financial Exigency Procedures ........................................................................................... 124
RP-4.3 Standards for Promotion, Continuous Appointment, and Salary Adjustment .............................. 127
  RP-4.3.1 Policies for the Granting of Tenure ......................................................................................... 127
  RP-4.3.2 Continuous Appointment Report .......................................................................................... 129
  RP-4.3.3 Post-Tenure Review Policy ................................................................................................... 129
  RP-4.3.4 Approval of Appointments to Endowed Chairs and Named Professorships ...................... 130
RP-4.4 Intellectual Property ......................................................................................................................... 131
  RP-4.4.1 Ownership of Intellectual Property ....................................................................................... 131
  RP-4.4.2 Patent and Technology Transfer Policy .................................................................................. 140

Chapter 5. Responsibilities and Rights of Students
RP-5.1 Responsibilities and Rights .............................................................................................................. 144
  RP-5.1.1 Non-Discrimination on the Basis of Individual Characteristic—Students ............................. 144
  RP-5.1.2 The Student in the Academic Community ............................................................................... 144
  RP-5.1.3 University Right to Change, Discontinue Programs ................................................................ 146
  RP-5.1.4 Policy on the Baccalaureate Degree ....................................................................................... 146
RP-5.2 Admissions ........................................................................................................................................ 147
  RP-5.2.1 Admission Standards ............................................................................................................... 147
  RP-5.2.2 Records of Transfer or Continuing Studies Students ............................................................. 149
RP-5.3 Disciplinary Procedures ..................................................................................................................... 149
  RP-5.3.1 Failure to Pay Financial Obligations ....................................................................................... 149
  RP-5.3.2 Recordings and Commercial Distribution of Course Notes ................................................. 149
  RP-5.3.3 Procedures for Student Sexual Harassment Complaints ...................................................... 150
RP-5.4 University Housing ........................................................................................................................... 163
  RP-5.4.1 University Housing .................................................................................................................. 163
RP-5.5 Student Communications .................................................................................................................. 163
  RP-5.5.1 Guidelines for the Student Press ............................................................................................ 163
  RP-5.5.2 Publications Committee .......................................................................................................... 164
RP-5.6 Campus Speakers .............................................................................................................................. 166
  RP-5.6.1 Sponsorship of Speakers with Student Fees ............................................................................. 166
RP-5.7 Tuition ................................................................................................................................................ 167
  RP-5.7.1 Residency Determination for Tuition Purposes ...................................................................... 167
  RP-5.7.2 Differentiated Graduate Tuition .............................................................................................. 173
  RP-5.7.3 Tuition Refund Schedule ......................................................................................................... 173
  RP-5.7.4 Tuition Level Guidelines ........................................................................................................ 173
  RP-5.7.5 Tuition Policy ........................................................................................................................... 174
  RP-5.7.6 Tuition Policy for Distance Education For-Credit Hours (Repealed) ....................................... 175
  RP-5.7.7 Tuition Assistance Program .................................................................................................... 175
RP-5.8 Student Financial Aid .......................................................................................................................... 176

Table of Contents

RP-3.3.13 Parental Leave Policies ........................................................................................................... 116
Chapter 6. Business and Financial Management

RP-6.1 Claims ................................................................................................................................. 192
  RP-6.1.1 (Not Currently Used) .................................................................................................. 192
  RP-6.1.2 (Not Currently Used) .................................................................................................. 192
  RP-6.1.3 Approval of Veterinary Diagnostic Laboratory Fees ........................................... 192
RP-6.2 Property ............................................................................................................................... 192
  RP-6.2.1 Purchasing Policy ........................................................................................................ 192
  RP-6.2.2 Disposal of Personal Property ................................................................................... 198
  RP-6.2.3 Acquisition and Disposal of Real Property .............................................................. 200
  RP-6.2.4 Vacating of Streets and Curb Cuts ....................................................................... 205
  RP-6.2.5 Use of University Personnel in Planning/Construction ........................................ 206
  RP-6.2.6 Provision of Housing Allowance for the President of the University and the Chancellors .................................................. 207
  RP-6.2.7 Naming of Facilities .................................................................................................. 207
RP-6.3 Contracts .............................................................................................................................. 210
  RP-6.3.1 Administrative Approval of University Contracts .................................................. 210
  RP-6.3.2 Qualification Based Selection of Professional Services of Architects, Engineers, Landscape Architects and Registered Land Surveyors ........................................ 213
  RP-6.3.3 Negotiation of Art Work by Sheldon Museum of Art ............................................. 215
  RP-6.3.4 (Not Currently Used) .................................................................................................. 215
  RP-6.3.5 General Policy for University Injury and Illness Prevention Program ............ 215
  RP-6.3.6 Capital Planning and Development ........................................................................ 217
  RP-6.3.7 Qualification Based Selection ................................................................................. 220
  RP-6.3.8 Project Evaluation Board ........................................................................................ 221
  RP-6.3.9 Athletic Staff Contracts with Equipment Manufacturers or Suppliers ................ 222
  RP-6.3.10 University Business Activities .............................................................................. 223
RP-6.4 Use of Property .................................................................................................................... 223
  RP-6.4.1 Dispensing of Alcoholic Beverages on University Property .................................. 223
  RP-6.4.2 Religious Activities .................................................................................................. 225
  RP-6.4.3 Use of UNO Field House, UNL Coliseum, and UNK Health and Sports Center Facility by Political Parties .................................................. 225
  RP-6.4.4 Use of Rifle Ranges .................................................................................................. 226
  RP-6.4.5 Use of Devaney Sports Center (Repealed) .............................................................. 226
  RP-6.4.6 Use of Intercollegiate Facilities .............................................................................. 226
  RP-6.4.7 Trespass Policy ........................................................................................................ 227
  RP-6.4.8 Possession of Concealed Weapons and Firearms ............................................... 227
  RP-6.4.9 Fire and Safety Protection ....................................................................................... 228
  RP-6.4.10 Commitment to Free Expression; Guide for Facilities Use; and Education .......... 229
RP-6.5 Budgets and Planning ......................................................................................................... 232
  RP-6.5.1 (Not Currently Used) .................................................................................................. 232
  RP-6.5.2 Acquiring Works of Art for Construction Projects .............................................. 232
  RP-6.5.3 Interim Budget Adjustments .................................................................................... 232
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>RP-6.5.4 Financial Planning</td>
<td>232</td>
</tr>
<tr>
<td>RP-6.6 Accounting</td>
<td>233</td>
</tr>
<tr>
<td>RP-6.6.1 Annual Financial Report</td>
<td>233</td>
</tr>
<tr>
<td>RP-6.6.2 Recording and Expenditure of Restricted Funds</td>
<td>233</td>
</tr>
<tr>
<td>RP-6.6.3 Permanent Endowment Funds Administered by the Board of</td>
<td>234</td>
</tr>
<tr>
<td>Educational Lands and Funds</td>
<td></td>
</tr>
<tr>
<td>RP-6.6.4 Investment of Endowment and Similar Funds</td>
<td>235</td>
</tr>
<tr>
<td>RP-6.6.5 Establishment of Reserves, Allocations and Designations</td>
<td>236</td>
</tr>
<tr>
<td>RP-6.6.6 Gifts and Bequests to University Foundation</td>
<td>236</td>
</tr>
<tr>
<td>RP-6.6.7 Gifts, Grants and Bequests</td>
<td>236</td>
</tr>
<tr>
<td>RP-6.6.8 Use of Gifts to Replace Public Funds Prohibited</td>
<td>238</td>
</tr>
<tr>
<td>RP-6.6.9 Authority to Establish Accounts</td>
<td>238</td>
</tr>
<tr>
<td>RP-6.6.10 Collection of Delinquent Debts</td>
<td>239</td>
</tr>
<tr>
<td>RP-6.6.11 Othmer-Topp Endowment Spending Policy</td>
<td>239</td>
</tr>
<tr>
<td>RP-6.6.12 Red Flag Identity Theft Prevention Program</td>
<td>240</td>
</tr>
<tr>
<td>RP-6.7 Records of the University</td>
<td>242</td>
</tr>
</tbody>
</table>
Chapter 1. The Board of Regents

RP-1.1 Governance of the Board

RP-1.1.1 Direct Responsibilities of the Board

Under the constitution and statutes of the State of Nebraska, the Board of Regents has the authority and the responsibility for the general government of the University of Nebraska. It must exercise general supervision over all elements of the University and control and direction of all expenditures and establish the general operating policies of the institution. To assist it in the discharge of its responsibilities, the Board of Regents employs a staff and faculty who have the professional competence to develop and operate the University's programs. The Board delegates, through its Bylaws and Policies, large areas of authority and responsibility to the professional staff for the ongoing operations of the University. The Board of Regents assumes direct responsibility for:

1. Establishing short- and long-range objectives for the University System and its component campuses, and adopting and maintaining policies and programs to achieve these objectives;

2. Establishing appropriate delegation and controls to insure successful administration of its policies;

3. Approving and promulgating appropriate rules for the operation of the institution;

4. Providing the necessary physical plant for meeting foreseeable future needs, through the adoption and implementation of sound plans for the orderly development and maintenance of the System's facilities;

5. Maintaining the fiscal soundness of the University System;

6. Submitting budgets for operations and capital construction to the appropriate authority;

7. Apportioning legislative appropriations within the limits of the Board's authority;

8. Approving the appointment or removal of the President, the Vice Presidents and other key administrative officers and faculty, and fixing their compensation; and

9. Maintaining oversight of the progress which the institution makes toward its objectives, the effectiveness of policy control through its administrative officers, quality of the educational and service programs offered by the institution, and the utilization of the available resources.

See Also, Bylaws BRUN (1973+), s.1.2.

RP-1.1.2 Code of Ethics of the Board

No member of the Legislature or any state officer shall have a conflict of interest, as defined by the Legislature, directly in any contract, with the State or any county or municipality thereof, authorized by any law enacted during the term for which he or she shall have been elected or appointed, or within one year after the expiration of such term. The Legislature shall prescribe standards and definitions for determining the existence of such conflicts of interest in contracts, and it shall prescribe sanctions for enforcing this section.

Neb. Rev. Stat. § 85-106 authorizes the Board of Regents to enact policies for the government of the University. Accordingly, the Board of Regents hereby adopts the following code of ethics:
1. Introduction. The activities of the Board of Regents and those of its employees shall be consistent with the principle that there shall be no conflict between private interests of a public official or employee and his or her official duties.

2. Guidelines. The Board and its employees shall conform to the following guidelines:
   a. Inform themselves of conflict of interest perils and remain alert to them in their activities;
   b. Make certain that no outside activities could interfere with the discharge of their obligations to the University;
   c. Freely disclose their outside activities to the University regarding situations that could involve or be construed as conflicts of interest;
   d. Consult in advance with the appropriate officers of the University on outside activities undertaken in the general field of their competence; and
   e. Special inducements to University personnel which might be construed to provide financial benefit to the giver shall not be accepted.

3. Special Provisions as to members of the Board of Regents:
   a. No member of the Board shall have any substantial financial or personal interest in business transactions of the University without disclosure of such interest and without disqualifying himself or herself from the decision-making process.
   b. No member of the Board shall grant or make available to any person any consideration, treatment, advantage, information, or favor beyond that which it is general practice to grant or make available to the public at large.
   c. No member of the Board shall accept any gift, whether in the form of money, thing, favor, loan, or promise, that would not be offered or given if he or she were not an official.

See Bylaws BRUN (1973+), s. 1.10.
See Bylaws BRUN (1973+), s. 1.10.1.
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-1.1.3 Reporting Suspected University-Related Misconduct and Prohibition Against Retaliation (Whistleblower Policy)

The general purpose of this policy is to protect any University of Nebraska student, employee or other member of the University community (hereinafter "Individuals") who makes a good-faith disclosure of suspected University-related misconduct. This policy supplements the existing Nebraska whistleblower law, the Nebraska State Effectiveness Act, Neb. Rev. Stat. § 81-2701 to § 81-2711, which protects state employees who report wrongdoing to elected State officials.

1. Reporting Suspected University-Related Misconduct

The University of Nebraska places a high value on its ability and commitment to conduct its affairs ethically and in compliance with the law. The University encourages individuals to make good-faith reports of suspected University-related misconduct. Under this policy, misconduct includes a violation of the law or University policies or procedures and may occur on or off
Individuals (including groups) wishing to report suspected University-related misconduct may use the University online reporting system/hotline (hotline). Reports made on the hotline will be directed to a designated University official. The University of Nebraska hotline is available for online reporting at https://secure.ethicspoint.com/domain/media/en/gui/52126/index.html or by phone at 844-348-9584. Individuals may also report suspected University-related misconduct to a supervisor, campus Ombudsperson or Compliance Office.

Retaliation in response to such reports is prohibited and is a violation of University policy.

Reports of suspected misconduct may be made anonymously. Reports and the related investigations will be kept confidential to the extent possible under law and consistent with the need to conduct an adequate investigation and take corrective action.

2. Retaliation Prohibited

No individual shall take retaliatory action against any other individual for reporting suspected University-related misconduct or for assisting in an authorized investigation of alleged University-related misconduct. Retaliation under this policy means an adverse action or threat made against an individual in response to a good-faith report of a known or suspected violation of law or policy. Retaliation, which includes any action that is likely to deter whistleblowing, may result in disciplinary action up to, and including, expulsion, termination of employment or termination of contract.

Individuals who believe they have been subjected to retaliation in violation of this policy should submit a report with the University’s hotline or file a complaint with the Executive Vice President and Provost or the Associate Vice President for Human Resources.

3. Exclusions

This policy does not protect an individual who files a report or provides information that the individual knows to be false or has a reckless disregard for or willful ignorance of the report or information’s truth or falsity. An individual who is determined to have provided such information may be subject to disciplinary action, up to and including expulsion, termination of employment or termination of contract.

Furthermore, this policy is not intended to prohibit supervisors or management from taking other valid action, including disciplinary action, in the usual scope of their duties.

4. Other Protections

Rights under the Nebraska State Effectiveness Act

a. The Nebraska State Effectiveness Act seeks to encourage employee whistleblowing activities by providing some legal protections for state employees who disclose information about wrongdoing in state government to the Nebraska Public Counsel, also referred to as the Ombudsman’s Office, or to an elected state official. Employees who believe they have information about any violation of law, gross mismanagement or gross waste of funds, or any situation that creates a substantial and specific danger to public health or safety, may report that information to the Public Counsel or to an elected state official.

b. Rights under Federal Grants and Contracts
Additionally, employees of contractors, grantees, subcontractors, and subgrantees, when working on Federal grants and contracts in connection with the University of Nebraska, have certain whistleblower rights and remedies afforded by statute, including but not limited to 41 U.S.C. § 4712 (Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information). Accordingly, all such contractors, grantees, subcontractors, and subgrantees are required to comply with all applicable laws.

Reference: BRUN, Minutes, 75, pp. 95 and 101-102 (January 25, 2019).

RP-1.2 Duties and Privileges of Members

RP-1.2.1 Duties of Members

1. Members of the Board are expected to attend all regularly scheduled meetings in order to expedite the business of the Board. Absences, although sometimes unavoidable, constitute an imposition on all other members of the Board.

2. The authority of the Regents is conferred upon them as a Board, and they can bind the University only by acting together as a Board. No individual member is authorized to give administrative directive to any segment of the University or to commit the Board to any policy, declaration, or action without prior approval of the entire Board.

3. As is the case with other members of the University community, each Board member shall be constantly mindful of the visibility of close association with the University and shall assume the responsibilities which this association implies.1

4. Requests for studies by individual Regents that are going to take considerable staff time must be approved by the Executive Committee of the Board.2


RP-1.2.2 Duties of the Chairperson

1. Meetings

The primary responsibility of the Chairperson during meetings is to ensure that decisions are arrived at fairly and expeditiously. In meeting this responsibility the Chairperson must at all times recognize the need for all aspects of the issue to be presented adequately before decisions are made. The Chairperson shall exercise the privilege of prudently speaking to the issues before the Board in order to maintain the atmosphere of fairness.

The Chairperson, being a duly elected member of the Board, has the right to vote on every issue.

2. Other than at meetings

The Chairperson shall advise the University President on questions relative to the interpretation of Board policy as is necessary during the period between Board meetings. The exercise of this responsibility shall not be allowed to interfere with the integrity of the administrative structure of the University and the normal channels through which the business of the University is conducted.

Reference: BRUN, Minutes, 34, pp. 165-167 (April 8, 1972). See also, Bylaws BRUN (1973+), s. 1.3.
RP-1.2.3 Right of Student Members to Indicate Positions

At any meeting of the Board, the nonvoting student members of the Board of Regents will be given the opportunity to formally state their positions on matters coming before the Board for a vote. After the voting members of the Board have registered their votes on any matter to be voted upon by the Board, the Corporation Secretary will ask each nonvoting student member to indicate his or her position in favor of or opposed to the matter. The statements of position of each nonvoting student member will be recorded in the minutes of the Board.

Reference: BRUN, Minutes, 54, p. 82 (January 14, 1989).  

RP-1.2.4 Reimbursement and Remuneration of Student Regents

Reimbursement is permitted for nonvoting student members for expenses actually incurred in the discharge of their duties which are incidental to the office of student body president, but not necessarily incidental to service as a member of the Board of Regents.¹

See also, Bylaws BRUN (1973+), s. 1.8.

RP-1.2.5 Athletic Tickets

Former Nebraska Governors who have served at least one term and former Regents who have served at least three years shall receive complimentary tickets to athletic events.

Student Regents will receive the same allocation of tickets during their active term as elected Regents. Student Regent tickets will be for seats located in the student body section.

RP-1.2.6 Regent Emeritus

Any Regent, whether serving prior to or subsequent to the adoption of this policy, who has served as Chair or has been a member of the Board of Regents for more than six years, and retires from his or her service in good standing, may be nominated by the President and the Executive Committee to hold the title of “Regent Emeritus.” The nomination shall be referred to the Board for confirmation and approval at a public meeting. The title may be revoked, if the President and Executive Committee determine that circumstances exist such that the individual’s use of the title may reflect adversely on the University. The title is considered honorary, and no specific benefits or duties are associated with it. The President, in consultation with the Executive Committee, may call upon a Regent Emeritus to serve in an advisory role or to represent the University at official functions and events, when such service assists the President and University. A Regent Emeritus has no authority to speak or act on behalf of the University, unless specifically authorized to do so. No personnel or other reporting, as exists in the case of faculty with emeritus status, is required with respect to the designation of Regent Emeritus.

Reference: BRUN, Minutes, 38, p. 198 (July 26, 1975).  
Reaffirmed BRUN, Minutes 39, p. 179 (May 14, 1976).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 74, p. 39 (November 18, 2016).

RP-1.3 Meetings of the Board

RP-1.3.1 Format of the Agenda (Repealed)

The policy relating to the agenda format for Board meetings, adopted July 26, 1975, BRUN, Minutes 38, p. 182, has been repealed.
RP-1.3.2 Copies of the Minutes

A charge of $1.00 per page will be made for a copy of the minutes of the meetings of the Board of Regents.


RP-1.4 University Seal, Logo, Policy Manual, and Doctoral Gown

RP-1.4.1 University Seal

The corporate seal of the Board of Regents, adopted February 26, 1944, shall be used in all ordinary business transactions, such as conveyances of land and other contracts made by the Board of Regents, where a seal is required by law or by the Bylaws, or by special action of the Board of Regents.

The seal of the University of Nebraska adopted September 6, 1871, shall be used upon all diplomas and certificates issued by the Board of Regents to students, and in certification of the fact of the granting of a degree or diploma, and may be used in all other academic matters where customary, requested, or desirable.¹

Use of the University of Nebraska seal should be reserved for formal and “official” uses by the University, such as:

1. Printed materials which are defined as “official.” These materials include formal documents and publications such as diplomas, certificates, legal and official records, transcripts, formal invitations from University officials, programs for formal academic ceremonies (Commencement, Honors Convocation, etc.), and annual reports.

2. The University flag.

3. On the front of podiums and banners at University events.

4. Attached to the outside of University buildings, on official building signs, and displayed within buildings.

5. Affixed to all leases, contracts, and other legal agreements binding the University.¹

6. On appropriate licensed commercial products.²

The Corporation Secretary of the Board of Regents is the official custodian of the seal.¹

Reference: ¹Bylaws BRUN (1973+), s. 1.4.6.
²BRUN, Minutes, 46, p. 189 (November 11, 1981).

RP-1.4.2 University Identifier

The Board approved the policy of having a common logo design for all activities of the University of Nebraska on all campuses.
The Board adopted, as a new common identifier (logo) for the University of Nebraska, and each of the four campuses of the University, the identifiers (logos) set forth below.

![University of Nebraska Logos](image)

Reference: BRUN, Minutes, 44, p. 274, (June 14, 1980).
BRUN, Minutes, 44, p. 302, (July 26, 1980).
BRUN, Minutes, 63, p. 159, (June 23, 2001).

**RP-1.4.3 University Policy Manual**

The Corporation Secretary or designee shall be responsible for updating and editing the University Policy Manual. The manual will include all current policies and will be updated as soon as possible whenever a policy change occurs.

The format of the University Policy Manual will be similar to that of the University of Nebraska Bylaws of the Board of Regents. Proposed policy additions or revisions will be submitted to the Corporate Secretary or designee for appropriate codification, formatting, and editing prior to presentation to the Board. Policy proposals will also specify the effect of the proposals on existing policies.

BRUN, Minutes, 56, p. 149 (September 6, 1991).

**RP-1.4.4 Doctoral Gown**

The official doctoral gown for the University is the black gown with panels of scarlet and cream. All persons who hold the doctorate from the University of Nebraska are authorized to wear the gown when appearing in academic costume.


**RP-1.5 Honorary Degrees and Awards**

**RP-1.5.1 Honorary Degrees**

Other than the earned doctorate, the greatest recognition that the University of Nebraska can give to an individual is an Honorary Degree. Such awards are not given lightly and are awarded only when the
achievement in scholarship, public service or leadership is of such merit that public distinction is warranted.

1. Purpose and Criteria

   a. The University of Nebraska may award Honorary Doctoral Degrees to recognize individuals who have attained achievements of extraordinary and lasting distinction.

   b. The following criteria are suggested in selecting honorary degree recipients:

      1) Persons who have rendered distinguished service to the university;
      2) Persons who have rendered distinguished service to the state;
      3) Graduates, former students or former employees who have achieved distinction;
      4) Persons who have a record of scholarship, creativity, leadership, humanitarian or public service, although not associated with the university or the state.

   c. Honorary Doctoral Degrees shall not be awarded to members of the university faculty, staff or Board of Regents so long as a relationship exists with the university. Such degrees should be awarded only in exceptional cases to retired faculty members or staff for career distinction achieved at the University of Nebraska.

   d. Honorary Doctoral Degrees shall not be awarded to any person seeking or holding an elective state or federal office in Nebraska.

   e. The University of Nebraska shall award no more than one honorary degree to any single individual.

2. Nominating Process

   a. Honorary degree recipients may be nominated from campus committees, the Board of Regents or the general public.

   b. Each campus of the university shall create a committee to solicit suggestions and nominations from all sources on its respective campus. After preparing the recommendations and following the procedures established for faculty approval, the committee shall present the recommendations to the Chancellor of the campus. The Chancellor will review the recommendations and forward them to the Executive Vice President and Provost, with his or her recommendations.

   c. Nominations from the Board of Regents or from the public shall be made to the Executive Vice President and Provost. Nominations shall remain on file and available for consideration for two (2) years.

   d. The President of the university is encouraged to confer with the President of the University of Nebraska Foundation for possible nominations. The Chancellors are encouraged to confer with their offices of alumni affairs for possible nominations.

   e. Each nomination shall be presented in written form and shall include the name of the nominator(s), a vitae or brief biography of the proposed recipient, a description of accomplishments making the nominee worthy of an honorary degree, and any other supporting documentation deemed appropriate to assist in the deliberations.
3. Selection Process

a. All nominations for honorary degrees shall be provided to the Executive Vice President and Provost by December 10 of each year. The nominations shall be for all commencement exercises for the following calendar year.

b. The Chair of the Board of Regents shall select three (3) members of the Board to serve as a committee of the Board to review the nominations with the Executive Vice President and Provost and to make recommendations to the entire Board. The honorary degree committee shall evaluate each nomination against the criteria set forth above. The committee shall meet prior to January 1 of each year and make recommendations for the next calendar year.

c. The Board of Regents shall review and approve or reject the honorary degree nominations in closed session at the first Board meeting following the committee deliberations. The authority to award honorary degrees rests with the Board of Regents.

d. The Chancellor of each campus shall extend invitations to honorary degree recipients following formal approval by the Board of Regents.

4. Conferring the Award

a. All honorary degrees given by any of the four campuses of the university shall be in the name of the University of Nebraska. The general diploma format adopted by the Graduate College shall be used with the “University of Nebraska” printed across the top and the names of all campuses of the university printed across the bottom.

b. The inscription “upon recommendation of the faculty” shall appear on diplomas for degrees recommended by campus committees. The word “honorary” shall appear in the line preceding the degree title. Attestations shall include the signature or the campus Chancellor, the Chair of the Board of Regents, the President of the University and the Corporation Secretary.

c. A list of such degrees awarded shall be maintained by the Corporation Secretary.

d. The University of Nebraska shall grant no more than one honorary degree to an individual.

e. Honorary degrees shall not be granted in absentia unless specifically recommended by the faculty and approved by the Board of Regents. Individuals being recognized must accept the degree in person within three (3) years of approval by the Board of Regents. In special circumstances, and with approval by the Board of Regents, an honorary degree may be awarded separate from a campus commencement ceremony.

f. An honorary degree recipient may be asked to be a commencement speaker. However, the two roles are separate as to process and should not be considered reciprocal.

g. Prior to public announcement by the President or Chancellor, all matters relating to honorary degrees shall be confidential.

BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 63, p. 101 (December 9, 2000).
1. **Definition**

This is an award given annually at the University of Nebraska-Lincoln, ordinarily at commencement.

2. **Nomination**

Nominations for the Award shall be submitted to the Chancellor of the University of Nebraska-Lincoln whose recommendations shall be forwarded to the President of the University of Nebraska by December 10. The nominations shall be for all commencement exercises for the following calendar year. The President’s recommendations shall be submitted to the Board of Regents for endorsement at its annual meeting.

3. **Guidelines**

The following guidelines are suggested in selecting builder recipients:

   a. Nominees should be individuals who have contributed to building the programs or reputation of the University of Nebraska-Lincoln, either because of their connection with or their contributions to the University of Nebraska-Lincoln.

   b. Nebraska Builder Awards shall not be awarded to active faculty, staff, or administrators of the University of Nebraska except in the most unusual of circumstances.

   c. Nebraska Builder Awards shall not be awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.

4. **Nominating Procedure**

   The nomination should be presented in written form covering the following areas:

   a. Brief biography;

   b. Description of achievement(s) of nominee; and

   c. Name of nominator.

   It will be the policy of the Board of Regents to award no more than two Nebraska Builder Awards per year.

5. All recipients of the Nebraska Builder Award will be endorsed by the Board of Regents, and this endorsement shall be so recognized in the Board of Regents minutes.

**Reference:**

BRUN, Minutes, 54, p. 192 (July 22, 1989).
BRUN, Minutes, 66, p. 20 (April 21, 2006)
BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).
RP-1.5.3 UNMC J. G. Elliott Award

1. Definition

This is an award given annually at the University of Nebraska Medical Center, ordinarily at commencement.

2. Nomination

Nominations for the Award shall be submitted to the Chancellor of the University of Nebraska Medical Center whose recommendations shall be forwarded to the President of the University of Nebraska by December 10. The nominations shall be for all commencement exercises for the following calendar year. The President’s recommendations shall be submitted to the Board of Regents for endorsement at its annual meeting.

3. Guidelines

The following guidelines are suggested in selecting J.G. Elliott Award recipients:

a. Nominees should be individuals who have made a "significant contribution" to the State of Nebraska in the field of medicine or health services.

b. The J. G. Elliott Award shall be not awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.

4. Nominating Procedure

The nomination should be presented in written form covering the following areas:

a. Brief biography;

b. Description of achievement(s) of nominee; and

c. Name of nominator.

5. All recipients of the J. G. Elliott Award will be endorsed by the Board of Regents, and this endorsement shall be so recognized in the Board of Regents minutes.

BRUN, Minutes, 66, p. 20 (April 21, 2006).
BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

RP-1.5.4 UNO Order of the Tower Award

1. Definition

This is an award given annually at the University of Nebraska at Omaha, ordinarily at commencements.

2. Nomination

Nominations for the Order of the Tower Award shall be submitted to the Chancellor of the University of Nebraska at Omaha whose recommendations shall be forwarded to the President of
the University of Nebraska by December 10. The nominations shall be for all commencement exercises for the following calendar year. The President's recommendations shall be submitted to the Board of Regents for endorsement at its annual meeting.

3. Guidelines

The following guidelines are suggested in selecting Order of the Tower recipients:

a. Nominees should be individuals who have provided significant service, support, or promotion of UNO, the greater Omaha area, or the objectives of higher education. The Chancellor of UNO will develop criteria and guidelines for the awards.

b. The Order of the Tower Award shall not be awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.

4. Nominating Procedure

The nomination should be presented in written form covering the following areas:

a. Brief biography;

b. Description of achievement(s) of nominee; and

c. Name of nominator.

5. All recipients of the Order of the Tower Award will be endorsed by the Board of Regents, and this endorsement shall be so recognized in the Board of Regents minutes.

BRUN, Minutes, 66, p. 20 (April 21, 2006).
BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

RP-1.5.5 Regents Medal

1. Definition

The Regents Medal is an award to individuals whose service to the University has provided exceptional benefits in furtherance of the goals and mission of the institution.

2. Nomination

Nominations will be made by members of the Board of Regents and the President. The nomination should be presented in written form addressing:

a. Brief biography;

b. Description of achievement(s) of nominee; and

c. Name of nominator.
3. Guidelines

a. No more than two (2) Regents Medals may be awarded per year.

b. Current employees of the University are not eligible for the award, but past employees or retirees are eligible.

c. The medal shall be awarded annually as determined by the President and the Chair of the Board of Regents.

d. Nominations should be submitted to the Executive Vice President and Provost by December 10 for consideration to be awarded the following calendar year. Nominations will be submitted to the Regents for consideration prior to the annual meeting.

e. The Regents Medal shall not be awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.

BRUN, Minutes, 67, p. 49 (September 5, 2008).
BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

RP-1.5.6 UNK Ron and Carol Cope Cornerstone of Excellence Award

1. Definition

The Ron and Carol Cope Cornerstone of Excellence Award is an award to individuals whose service to the University of Nebraska at Kearney has provided exceptional benefits in furtherance of the goals and mission of the institution. This is an award given annually at the University of Nebraska at Kearney, ordinarily at commencements.

2. Nominations

Nominations shall be submitted to the Chancellor of the University of Nebraska at Kearney whose recommendations shall be forwarded to the President of the University of Nebraska by December 10. The nominations shall be for all commencement exercises for the following calendar year. The President’s recommendations shall be submitted to the Board of Regents for endorsement at its annual meeting.

3. Guidelines

The following guidelines are suggested in selecting Ron and Carol Cope Cornerstone of Excellence award recipients:

a. Nominees should be individuals who have provided significant service, support, or promotion of the University of Nebraska at Kearney and the greater Kearney area, or is an alumnus of the University of Nebraska at Kearney who has provided service to the State of Nebraska, or to the objectives of higher education.

b. The Ron and Carol Cope Cornerstone of Excellence Award shall not be awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.
c. Current employees of the University are not eligible for the award, but past employees or retirees are eligible.

d. No more than two Cope Cornerstone of Excellence Awards will be awarded per year.

4. Nominating Procedure

a. Nominations should be presented in written form addressing:

1. A brief biography;
2. A description of achievements of nominee; and
3. Name of nominator.

b. All recipients of the Ron and Carol Cope Cornerstone of Excellence Award will be endorsed by the Board of Regents at its annual meeting.

BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

**RP-1.6 Committees of the Board**

**RP-1.6.1 Committee Reports**

There shall be an opportunity at each Board meeting for each of the committees to report on its activity. All resolutions and committee reports which involve matters for the record shall be made in writing and shall constitute the official records of the committees.


**RP-1.6.2 Executive Committee**

The Executive Committee shall serve as the consultant group for the President during times when the full Board is not in session and shall make recommendations to the full Board when appropriate.¹

The Executive Committee shall review the proposed agenda of each meeting of the Board of Regents and approve all agenda items of the remaining committees of the Board.

Reference: ¹BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).
²BRUN, Minutes, 37, pp. 2-3 (February 2, 1974).

**RP-1.6.3 Planning Committee**

The Planning Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.

BRUN, Minutes, 66, p. 84 (March 9, 2007).
RP-1.6.4 Academic Affairs Committee

The Academic Affairs Committee shall address matters involving teaching, research, service and extension in support of the University mission.


RP-1.6.5 Business Affairs Committee

Business Affairs Committee shall address matters of finance, budget, and business administration in support of the University mission.


RP-1.6.6 General Affairs Committee

The General Affairs Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.


RP-1.6.7 Information Technology Committee

The Information Technology Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.


RP-1.6.8 Outreach and Service Committee

The Outreach and Service Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.


RP-1.6.9 Audit, Risk and Compliance Committee

The Audit, Risk and Compliance (Audit) Committee shall address matters and policies affecting operations review, accountability, risk, compliance and audit.


RP-1.6.10 Student Affairs Committee

The Student Affairs Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.

RP-1.7 Records of the Board of Regents

RP-1.7.1 Custodian of Records

The Corporation Secretary shall serve as the custodian of the records of the Board and all documentary files thereof. The Corporation Secretary shall be responsible for disposition and/or preservation of records of the Board.

Reference: BRUN, Minutes, 63, p. 189 (December 8, 2001).

RP-1.7.2 Disposition and/or Preservation of Records

Records shall be disposed of and/or preserved as set forth in a records retention schedule approved by the Corporation Secretary in accordance with applicable law.

Reference: BRUN, Minutes, 63, p. 189 (December 8, 2001).
Chapter 2. Structure of the University

RP-2.1 Interrelationships of the Board, the Administration, the Faculty, and the Student Body

RP-2.1.2 Campus Disorders and Administrative Response

1. Demonstrations

Members of the academic community, including the guests of the University, have the right to extensive latitude in making their opinions known. It is understood, however, that in exercising this right the rights of others must not be jeopardized. The public exploration and resolution of differing views can be successful only when groups and individuals discuss the issues in forums where the right to disagree, speak freely, and be heard is preserved. Within this context, the University community recognizes peaceful demonstrations as a legitimate means of expressing one’s opinion.

The preservation of freedom of speech, and the recognition of the right to peaceful demonstration as part of that freedom, is possible only in an orderly environment in which individuals are not endangered by force or violence and in which they are free from coercion and interference in the exercise of their rights or in carrying out their legitimate activities. Consequently, in the specific case of campus demonstrations, the University community may impose behavioral restrictions which are necessary to preserve the orderly functioning of the University and the right of all to be heard. Such restrictions fall into two categories:

a. Prevention of violence or the use of force:

Demonstrations which coerce individuals, constitute a hazard to the safety of any persons, or threaten destruction of property are not protected by freedom of speech provisions and will not be tolerated. Similarly, a hostile audience will not be allowed to interfere with a peaceful demonstration.

b. Protection from interference with University operations:

The University community may restrict conduct which interferes with the holding of classes, the carrying forward of University business, properly organized and scheduled University events, or the discharge of responsibility by any University officer, employee, or student. Although the mere presence of demonstrators in public areas within buildings does not necessarily constitute interference, demonstrators cannot be allowed physically to obstruct access to University facilities. Noise and boisterous activity is objectionable when it prevents others from exercising their rights and duties.

Persons engaging in disruptive action shall be subject to disciplinary measures, including separation from the University, and also to charges of violation of the law.

2. Response to Disruptive Action

The response of the University to disruptive behavior must ultimately depend on the judgment of the officials who are in charge. However, the following guidelines should be observed:

a. Every effort will be made to end the disruption through reason and persuasion. These efforts shall include a clear indication of the willingness to discuss issues and to make
clear the procedures for discussion and arbitration of the issues involved. Discussion of the issues will not be conducted under condition of duress.

b. If the discussion methods fail, the individuals involved will be notified that they are in violation of University regulations, and they will be asked to cease the activity. In the event the alleged violators do not cease the activity within a reasonable length of time, temporary sanctions, which may include conduct probation and, if necessary, suspension, may be imposed on the scene. However, unless both the student and the University officials agree to a postponement, the University must hold disciplinary hearings within five (5) school days or the temporary sanctions will be dissolved. Such disciplinary hearing shall be held, as far as possible, in accordance with the established disciplinary procedures of the University. No temporary sanction shall be made part of a student’s permanent record. If a student is found innocent of the action for which temporary sanctions were imposed, no record of the temporary sanction or of the hearing shall become part of any of the student’s files or records, and the student shall be given the opportunity to make up any work which was not completed because of the disciplinary action.

c. If the use of institutional sanctions and discussion methods are not effective in ending the disruptions, or when alleged violators are not members of the University community, extra-institutional methods (including the invoking of police force) may be used. Nonmembers of the University community who are engaged in disruptive behavior may be referred to civil authorities for appropriate action.

d. Evidence regarding the activity of non-student members of the University community who are alleged to have engaged in disruptive behavior may be referred to their supervisors for appropriate action.

The University community abhors the use of force as a method for settling disagreement and will always make exhaustive attempts to deal with issues by rational methods. When, however, such rational efforts prove ineffective or when imminent danger to life or property exists, more forceful methods shall be used to protect the rights and property of members of the community.


**RP-2.1.3 Right to a Public Hearing**

It shall be the right of any individual member or group of members of the University (i.e., students, faculty, or administrators) to be granted, upon petition to the appropriate policy-making body or office, a public hearing at which the policy indicated by the group of petitioners in their petition shall be discussed. The policy making body or office petitioned shall schedule the hearing for some time convenient to the interested parties, if possible no later than two weeks after the petition is submitted during periods when the University is in session, and shall announce publicly in advance the time and place of the hearing. At the hearing, that body responsible for the policy indicated in the petitions shall clarify said policy, offer the reasons which justify that policy in view of the objections or questions raised about it in the petition, and respond to any additional questions or criticisms of the policy or related policies raised at the hearing by any member of the University. It is expected that, before such a petition is submitted, all other normal channels for raising questions about the policy have been exhausted. If, in the view of the policy-making body or office to whom the petition is submitted, the petition is merely a form of harassment or adequate answers are available through other normal channels, the petition may be referred to the relevant academic senate committee to determine whether the hearing must be held. A decision by the committee not to hold a public hearing shall be overruled by the submission to that committee of a petition requesting such hearing and signed by at least 100 members of the University community.

RP-2.1.4 Presidential Search Advisory Committee(s)

1. General Statement

Every reasonable effort shall be made to have the membership of the presidential search advisory committee(s) appointed pursuant to Section 2.1 of the Bylaws of the Board of Regents representative of the State and the University.

2. The Board shall consider the following categories for composition of one or more presidential search advisory committees pursuant to Section 2.1 of the Bylaws.

   a. University Administration
   b. Faculty
   c. Students
   d. University of Nebraska Foundation
   e. General Public

3. Responsibility of Presidential Search Advisory Committee(s)

The Board shall determine the responsibilities for the presidential search advisory committee(s).

Reference:
BRUN, Minutes, 54, p. 223 (September 8, 1989).
BRUN, Minutes, 55, p. 128 (June 23, 1990).
BRUN, Minutes, 55, p. 187 (September 7, 1990).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 72, p. 16 (March 21, 2014).

RP-2.1.5 Standards of Conduct for Employees and Students Regarding Alcohol and Drugs

The illegal possession, use, or distribution of drugs or alcohol by students and employees is a violation of University rules as well as State and Federal laws. Officers of the University are to cooperate with State and Federal agencies in the prevention of drug abuse. In satisfaction of this mandate and in order to fulfill its obligations under the Drug Free Workplace Act of 1988, 41 U.S.C. § 701, and the Drug Free Schools and Communities Act of 1989, 20 U.S.C. § 1145g, the University has formulated standards of conduct for both its employees and its students which prohibit the following acts:

1. use, possession, manufacture, distribution, or sale of illegal drugs or drug paraphernalia on University premises, or while on University business, or at University activities, or in University-supplied vehicles either during or after working hours;

2. unauthorized use, possession, manufacture, distribution or sale of a controlled substance as defined by the Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., or Nebraska Drug Control Laws, Neb. Rev. Stat. §§ 28-401 et seq., on University premises, or while engaged on University business, or at University activities, or in University-supplied vehicles either during or after working hours;

3. unauthorized use, manufacture, distribution, possession, or sale of alcohol on University premises or while on university business, or at University activities, or in University-supplied vehicles either during or after working hours;
4. storing in a locker, desk, vehicle, or other place on University-owned or occupied premises, any unauthorized controlled substances, drug paraphernalia, or alcohol;

5. use of alcohol off University premises that adversely affects an employee’s or student’s work or academic performance or an employee’s or student’s safety or the safety of others;

6. possession, use, manufacture, distribution, or sale of illegal drugs off University premises that adversely affects the employee’s work performance or the student’s academic performance or an employee’s or student’s safety or the safety of others;

7. violation of State or Federal laws relating to the unauthorized use, possession, manufacture, distribution or sale of alcohol, controlled substances, or drug paraphernalia;

8. in the case of employees—failure to notify an employee’s supervisor of an employee’s arrest or conviction under any criminal drug statute as a result of a violation of law which occurs at the University of Nebraska workplace.

BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-2.1.6 Relationship of Teaching, Research, and Service

The University of Nebraska is a major institution of higher education, consisting of four unique campuses, which serves the state, the nation, and the world through three fundamental missions of teaching, research, and service. Teaching, research, and service are all important activities for University faculty, and all three are valued at the University of Nebraska.

1. The Board of Regents reaffirms that the first priority of the University of Nebraska and each of its campuses is teaching with special emphasis on teaching the undergraduate or first-professional-level student. Postgraduate and postdoctoral education is also a vital part of the University mission but should no eclipse the importance of teaching undergraduates.

2. The Board of Regents reaffirms the vital role of research at the University of Nebraska and encourages the continued pursuit of new knowledge in diverse areas of endeavor with continued emphasis on (but without limitation to) areas of special interest and benefit to Nebraskans. The University of Nebraska is a recognized research university which has extensive programs in basic and applied research in numerous fields of endeavor. There has been, and should continue to be, a strong emphasis on research in areas of special interest and importance for Nebraskans. Indeed, the Nebraska Research Initiative, funded by the Nebraska taxpayer, specifies that research efforts funded from that source focus on matters of special concern to Nebraskans. Furthermore, the land-grant activities of the University of Nebraska always have been manifested by an emphasis on applied research and application of knowledge for the benefit of Nebraskans. However, Nebraska is an integral and interactive part of the nation and the world and, accordingly, the University of Nebraska has a role in basic and applied research in diverse areas and disciplines not limited by geographic boundaries.

3. The need to provide opportunities for life-long learning has never been greater. A large percentage of postsecondary students nationwide are what are commonly called “nontraditional.” Studies indicate that current college graduates will change careers many times during their lifetimes for which there will be a corresponding need for new education and training. Advances in information technology make possible teaching and service opportunities throughout the state without regard to physical location. The life-long learning activities of the University, always fundamental to a land-grant university, are more important than ever. The University’s programs can offer invaluable benefit to citizens across the state for developing critical thinking skills, enhancing individual opportunity, and strengthening our communities. The University must
recognize that take advantage of new opportunities to meet its traditional responsibilities. Accordingly, the Board of Regents encourages the administration and faculty to develop policies and programs for teaching and service that are accessible to Nebraskans throughout the state, as well as on our campuses, and to reward faculty for efforts to improve the University's ability to provide learning opportunities for all Nebraskans.

4. Recognizing that teaching, research, and service are all essential activities for a great public university, the Board of Regents expects the overall allocation of faculty time for teaching, research, and service on each campus to reflect the role and mission of that specific campus. The Board of Regents endorses the concept of diverse types of scholarly activity described by Ernest Boyer in his important work, Scholarship Reconsidered (1988). Boyer describes four primary scholarly activities.

a. The scholarship of discovery is essentially what many refer to as basic research. This activity adds to human understanding through disciplined investigation.

b. The scholarship of integration brings together disparate facts or research findings from many sources and/or disciplines, frequently casting related elements into a new perspective. This activity interprets, adds context to, and/or explains research results, often from an interdisciplinary perspective.

c. The scholarship of application links faculty members’ expertise in academic areas to specific problems. It is service-related and includes applied research and outreach to businesses, communities, and individuals. Theory and practice interact, and new discovery can result from application.

d. The scholarship of teaching is the process of actively seeking and imparting knowledge and making the various forms of scholarship meaningful and of consequence to other persons. The scholarship of teaching stimulates and encourages students to be critical thinkers.

5. Each of the four scholarship activities described by Boyer takes place in varying degrees on the four campuses of the University of Nebraska. The balance among these activities on each campus should relate directly to the role and mission of that campus. Using Boyer’s categories of scholarship as a model, the Board of Regents establishes the following elements of scholarship to be emphasized in carrying out the role and mission assigned to each campus.

a. The University of Nebraska at Kearney (UNK): UNK is primarily an undergraduate institution committed to quality undergraduate programs in a residential setting with a select mix of master’s level graduate programs. Scholarship at UNK should emphasize teaching and integration of knowledge.

b. The University of Nebraska at Omaha (UNO): UNO is primarily a metropolitan institution committed to meeting the educational needs of the Greater Omaha Area, and also has statewide responsibility for programs to selected areas. Major emphasis is on undergraduate teaching, with a diverse mix of master’s degree programs combined with a small number of doctoral programs in selected areas for which UNO has statewide responsibility. UNO has primary responsibility for the urban-grant activities of the University of Nebraska which include integration and application of knowledge to problems of the urban community and applied research on urban issues and greater Omaha area issues. Scholarship at UNO should emphasize teaching, integration, and application of knowledge.

c. The University of Nebraska-Lincoln (UNL): UNL is the primary research and doctoral degree-granting institution in the state for fields outside the health professions and offers
a broad range of undergraduate and graduate programs. UNL has primary statewide responsibility for the land-grant activities of the University of Nebraska which emphasize application and integration of knowledge and applied research in diverse areas. Scholarship at UNL should emphasize teaching and discovery but should also include the scholarship of integration and application.

d. The University of Nebraska Medical Center (UNMC): UNMC provides educational programs in the health professions, placing special emphasis on education and training of physicians and other health professionals in primary care and on programs that benefit health care delivery in rural areas throughout the state. UNMC also has the major responsibility for medical research. Scholarship at UNMC should place primary emphasis on teaching and discovery but should also include integration and application in the health sciences.

The Board of Regents recognizes that quality in the scholarship of teaching, integration, and application can and does exist on campuses where the scholarship of discovery is not among the primary activities. The role of these campuses and the role of the research-oriented campuses are complementary, and all four campuses contribute to the role and mission of the University of Nebraska.

6. The Board of Regents encourages each campus to develop policies for tenure and promotion, and a system of incentives and rewards for faculty performance, which recognize the importance of teaching and which accurately reflect the role and mission of that campus. For example, original research and publication in peer-reviewed journals should be given more weight for faculty at the research campuses than at the other campuses and for faculty in graduate programs. Teaching, especially teaching undergraduates should be valued at all campuses. This should be reflected in tenure and promotion policies, and there should be a system of appropriate incentives and rewards for quality teaching.

For excellence in teaching to be rewarded, we must first be able to recognize it. The Board of Regents encourages the central administration, campus administrations, and the respective campus faculties to continue to improve methods for the evaluation of the quality of teaching by faculty members so this can be appropriately reflected in decisions regarding tenure and promotion as well as determining other rewards for quality teaching.

7. The Board of Regents encourages administration and faculty to determine what types of service activities for faculty on each campus are consistent with the role and mission of that campus and to develop improved methods of evaluating service activities of faculty members. Amongst other things, faculty should be rewarded for service activities which involve application of knowledge for the benefit of the people of Nebraska. These could include activities which increase the quality and number of jobs available to Nebraskans, increase opportunities for self-employment, protect our natural resources and the quality of our environment, improve the health of Nebraskans, and enhance the quality of life in Nebraska communities. Articles on applied research and service projects published in trade and business journals should also be given credit in faculty promotion and tenure guidelines upon peer acceptance as quality work.

8. The Board of Regents encourages administration and faculty to determine what types of life-long learning programs and activities on each campus are consistent with the role and mission of that campus and to develop improved methods of evaluating and rewarding the contributions of faculty members in the area of life-long learning. For example, faculty should be rewarded for developing and making available appropriate educational materials and courses of instruction for Nebraskans regardless of location.

9. The Board of Regents encourages the University of Nebraska to continue to solicit citizen input to help determine the types of research and service activities to pursue at the University of
Nebraska and to keep course content up to date with changing needs through citizen advisory bodies.

10. The Board of Regents encourages each campus to recognize the diversity of scholarship strengths within the faculty and to develop and utilize the strengths and interests of each faculty member within the framework of the campus role and mission. Thus, one faculty member may spend the majority of his or her time as a researcher whereas another may spend most of his or her time in activities related to classroom teaching. Both should be encouraged, and both should be rewarded. However, the overall allocation of faculty time on each campus should reflect the role and mission of that campus.

11. Finally, the Board of Regents recognizes and encourages the diversity of the four campuses with each campus having a different role and mission and each campus having distinctive core competencies. The Board encourages intercampus collaborations which leverage the strengths of the individual campuses and their faculty in joint efforts.


RP-2.1.7 Statement on Intercollegiate Athletics

The Board of Regents recognizes the integral and important role of intercollegiate athletics at the University of Nebraska-Lincoln, the University of Nebraska at Omaha, and the University of Nebraska at Kearney. Intercollegiate athletics provide opportunities for participants to develop important skills, a source of desirable entertainment for non-participating students, and a valuable link with the broader community outside the University.

While it is the intention of the Board of Regents to continue to support and promote an appropriate level of intercollegiate athletic activity at the University, it must remain clear that the teaching, research, and outreach missions of the University are the Board's highest priorities. The Board intends to maintain a desirable balance between the academic and athletic missions at the University.

It is the policy of the Board of Regents that no increases in expenditures of mandatory student fee funds or state general funds shall be used for any future expansion in the number of team sports, the construction of new or expanded intercollegiate athletics facilities, or the hiring of additional athletic department staff. This limitation is not intended to affect nominal inflationary growth in spending by the campus' existing athletic programs or changes required by gender equity considerations related to existing programs. With regard to private support, solicitation of private donations for athletic programs should be conducted in a manner that minimizes competition with private fund raising for academic programs.

Reference: BRUN, Minutes, 60, p. 147 (July 13, 1996).

RP-2.1.8 Sexual Misconduct

1. Statement of Policy

1a. Beginning with the University of Nebraska charter in 1869, Nebraska law has provided that no person shall be deprived of the privileges of this institution because of sex. Discrimination on the basis of sex is also prohibited by Federal law. The University of Nebraska has programs to promote awareness of and to help prevent domestic violence, dating violence, sexual assault, and stalking, and to assist members of the university community who are affected by such behavior. Rape, acquaintance rape, domestic violence, dating violence, sexual assault, sexual harassment and stalking are against the law and are unacceptable behaviors under University of Nebraska policy. These
unacceptable behaviors are hereafter referred to as “sexual misconduct.” Sexual misconduct is conduct in violation of University policy and state and federal law that the University will take action to eliminate, prevent, and redress once the University has notice that sexual misconduct has occurred.

1b. The President and Chancellor shall implement procedures to address the rights of all individuals involved in cases of alleged sexual misconduct. This policy applies to all University of Nebraska employees and students regardless of sexual orientation or gender identity, and to all programs and activities under the jurisdiction of the University of Nebraska. The University may respond to complaints of sexual misconduct whether they are alleged to have occurred on or off University premises and to complaints of misconduct committed by third parties who are not employees or students.

2. Awareness, Education, Prevention, and Training Programs

As required by federal statutes and administrative regulations, the Office of the President and each Chancellor shall publicize and conduct ongoing programs for new students and employees and other members of the University community to promote awareness of the problems caused by sexual misconduct and to help prevent and attempt to reduce the risk of the occurrence of sexual misconduct. These programs shall include instruction on safe and positive options for bystander intervention that may be carried out by individuals to prevent harm or intervene when there is a risk of sexual misconduct being inflicted on another person. Training shall be provided to all persons designated as campus security authorities and involved in responding to charges of sexual misconduct.

3. Assistance to Persons Subjected to Sexual Misconduct

3.1 Persons subjected to sexual misconduct may be helped—sometimes anonymously—whether or not a complaint of any kind is filed. Changes in academic, living, transportation, and working situations may be made available on a confidential basis by the University as remedies to protect persons, complainants, or witnesses. The President and Chancellor shall disseminate information about university programs and resources available to assist persons who have been subjected to sexual misconduct, and about agencies outside the university located throughout the state that provide related services. In addition to identifying resources available to provide counseling and medical treatment, university sexual misconduct programs must provide instruction on the importance of preserving evidence as proof of sexual misconduct, and on the availability of protection orders and other remedies that may be afforded to persons who have been subjected to sexual misconduct. Preservation of evidence is required of all parties. Concealment or destruction of evidence is prohibited under university rules and the law.

3.2 A person who has or had been involved in a dating relationship, or who has or had a marital, shared residential, or familial relationship with the actor may obtain either a harassment or domestic protection order. Persons who have not been involved in a dating relationship may qualify for a harassment protection order. Violation of harassment or domestic protection orders issued by courts of this or another state or tribal courts can result in a violator’s arrest and subject the violator to criminal penalties.

3.3 The Protection from Domestic Abuse Act makes the Nebraska Department of Health and Human Services (DHHS) responsible to provide victims of domestic abuse emergency services, support programs, limited medical help and legal assistance in obtaining a protection order.
4. Complaints, Reporting and Investigation Process

A person subjected to sexual misconduct may be helped whether or not a complaint or report of any kind is filed. Changes in academic, living, transportation, and working situations may be made available by the University as remedies to protect persons, complainants, or witnesses. There are several avenues potentially available to make a report or formal complaint of sexual misconduct. A report of sexual misconduct could be made to the University, a civil suit could be filed against the actor responsible for the sexual misconduct, a criminal charge could be filed as a result of a law enforcement investigation, and/or an administrative complaint can be made to the United States Department of Education, Office of Civil Rights (OCR). A person may also choose not to make a report or take further action.

 Complaints to the University

4.0 Students, employees and third parties may complain of violations of the university policy against sexual misconduct. Complaints of sexual misconduct can be made to Campus Security Authorities (CSAs), Investigators, Human Resources or Student Affairs Officers, and Title IX Coordinators. Information on how to file complaints will be publicized by the President and Chancellors.

4.1 The University will protect the privacy of the parties involved in a sexual misconduct case to the extent possible under the law. In some situations, including those in which disciplinary action is a possible outcome, the law may require disclosure to respondents.

4.2 The University may be required by law to investigate complaints of sexual misconduct, but that investigation may be limited by the information provided by the Complainant and the Complainant's willingness to pursue a formal complaint.

4.3 If the Complainant wishes to avoid revealing his or her identity, the University will make every reasonable effort to abide by Complainant's wishes to remain anonymous; however, the University is required to balance such a request with interest in protecting the safety of other members of the community.

4.3.1 Factors that will be considered in determining whether to disclose a report of sexual misconduct, a complaint, or the identity of the Complainant to a Respondent include: the seriousness of the alleged conduct; the Complainant's age; whether there have been other complaints about the same individual; and the Respondent's rights to receive information about the allegations.

4.3.2 If the University proceeds with an investigation or other response to the Report of sexual misconduct, then the Investigator will notify the Complainant before the Respondent is contacted. Retaliation against the Complainant or a third party in an attempt to prevent or otherwise obstruct the reporting or remediation of sexual misconduct is prohibited. The Complainant and others contacted during the course of an investigation should be notified of the University's anti-retaliation policy.

4.4 Handling of Confidential Reports

4.4.1 If the Complainant would like to remain anonymous, the Investigator will:

4.4.1.1 explain that the University endeavors to investigate the allegations as presented without revealing the Complainant's identity, but that the University cannot ensure complete confidentiality and it may be limited in
its ability to take disciplinary action if the Complainant desires to remain anonymous;

4.4.1.2 advise the Complainant that the University has an obligation to investigate and document allegations of sexual misconduct, to include general information about reports of criminal sexual misconduct in annual security report statistics which do not identify either the person claiming to have been subject to criminal sexual misconduct or the actor alleged to have committed criminal sexual misconduct;

4.4.1.3 to the extent practicable, provide resources and internally manage the Complainant’s situation, as the University would if the Complainant did not request anonymity; and

4.4.1.4 ask the Complainant to acknowledge and sign a document confirming that s/he has requested anonymity and that may mean that the University is unable to take disciplinary action against the Respondent.

Investigation by University

4.5 The University will investigate and act upon information that is provided to it about allegations of sexual misconduct.

4.6 The University is committed to the following when investigating sexual misconduct complaints:

4.6.1 Assigning investigators who receive annual training on the issues related to domestic violence, dating violence, sexual assault, sexual harassment, and stalking, and how to conduct an investigation that protects the safety of persons involved;

4.6.2 Basing findings on the greater weight of the evidence standard;

4.6.3 Treating all parties fairly and equally;

4.6.4 Notifying all parties that the investigation will be impartial, prompt and equitable; and

4.6.5 Providing all parties an opportunity to be heard.

University Disciplinary Procedures

4.7 Investigations of allegations against students will be handled using the Response to Allegations of Student Sexual Misconduct disciplinary procedures.

4.8 Investigations of allegations against employees will be handled using the Response to Allegations of Employee Sexual Misconduct disciplinary procedures.

4.9 University internal investigations and any disciplinary or remedial actions are independent of any civil, criminal or external administrative investigation. The University may pursue an investigation, take appropriate remedial action and/or impose disciplinary sanctions against a member of the university community at the same time the actor is facing criminal charges for the same incident, even if the criminal prosecution is pending, has been dismissed, or the charges have been reduced.
5. Possible Sanctions after Sexual Misconduct Finding

Institutional sanctions that may be imposed against students for sexual misconduct range from warning to expulsion. Sanctions against students may be imposed by the Student Affairs Officer, Conduct Officer, or Conduct Board. Institutional sanctions against employees range from warning to termination. Institutional sanctions against employees will be recommended by the Investigator to the person or persons authorized to impose employee sanctions. Institutional sanctions against third parties range from loss of privileges to trespass exclusion orders. Notice of the outcome of a sexual misconduct complaint must be provided to both complainant and respondent.

6. Definitions

For purposes of addressing complaints of sexual misconduct against or by University students and employees, the following uniform definitions shall be used by the University.

a. "Actor" means a person accused of sexual misconduct.

b. "Advisor" means any person, including legal counsel, who assists the Respondent, Complainant or Investigator during a Conduct proceeding.

c. "Bodily injury" shall mean physical pain, illness, or any impairment of physical condition.

d. "Campus security authority" (CSA) is a University official charged with the duty to report incidents of sexual misconduct to the person in charge of Clery Act reporting. All officers of a university police department or a campus security department are campus security authorities, but there are other CSAs outside of those offices. The Office of the President and each Chancellor shall prepare and publicize a list of designated campus security authorities.

e. "Complainant" means any individual who comes forward to complain of sexual misconduct against or by a member of the University community or a third party.

f. "Confidentiality" means that the University will not disclose the names of individuals involved in sexual misconduct cases to others except on a need to know basis or as required by law. The University will instruct employees and students about the requirement not to disclose confidential information. Confidentiality is not the same as anonymity, where an individual is not named or personally identified.

g. "Consent" means agreement, approval, or permission as to some act or purpose, given voluntarily by a competent person. Nebraska law states "without consent" means:

(1) (i) The person was compelled to submit due to the use of force or threat of force or coercion, or (ii) the person expressed a lack of consent through words, or (iii) the person expressed a lack of consent through conduct, or (iv) the consent, if any was actually given, was the result of the actor's deception as to the identity of the actor or the nature or purpose of the act on the part of the actor;

(2) The person need only resist, either verbally or physically, so as to make the person's refusal to consent genuine and real and so as to reasonably make known to the actor the person's refusal to consent; and

(3) A person need not resist verbally or physically where it would be useless or futile to do so.
In the above text, the word “person” means the individual against whom a wrongful act was allegedly committed, and the word “actor” is the individual alleged to have committed a wrongful act. When the actor knew or should have known that a person was mentally or physically incapable of resisting or understanding the nature of his or her conduct, there is no consent. A person may be incapacitated due to intoxication, mental illness or deficiency or by physical illness or disability to the extent that personal decision-making is impossible. Surprise may also prevent resistance, as where a person is grabbed from behind.

There are some persons who the law presumes are incapable of consenting to sexual contact or penetration by an actor by reason of their age. Under Nebraska law an actor nineteen years of age or older may not subject a person under the age of sixteen years of age to sexual penetration, or a person under fifteen years of age to sexual contact.

h. “Dating violence” is included within the definition of “domestic assault.”

i. “Domestic assault” has three definitions which depend on the harm threatened or inflicted by an actor on a person. An actor commits domestic assault if he or she (i) intentionally and knowingly causes bodily injury to his or her intimate partner; (ii) threatens an intimate partner with imminent bodily injury; or (iii) threatens an intimate partner in a menacing manner. An actor commits a more severe form of domestic assault if he or she intentionally and knowingly causes bodily injury to his or her intimate partner with a dangerous instrument. An actor commits the worst form of domestic assault if he or she intentionally and knowingly causes serious bodily injury to his or her intimate partner.

j. “Domestic violence” is included with the definition of “domestic assault.”

k. “Force or threat of force” means (a) the use of physical force which overcomes the person’s resistance or (b) the threat of physical force, express or implied, against the person or a third party that places the person in fear of death or in fear of serious personal injury to the person of a third party where the person reasonably believes that the actor has the present or future ability to execute the threat.

l. “Intimate partner” means a spouse; a former spouse; persons who have a child in common whether or not they have been married or lived together at any time; and persons who are or were involved in a dating relationship. For purposes of this definition, dating relationship means frequent, intimate associations primarily characterized by the expectation of affection or sexual involvement, but does not include a casual relationship or an ordinary association between persons in a business or social context.

m. “Intimate parts” means the genital area, groin, inner thighs, buttocks or breasts.

n. The term “Investigator” means a University official authorized to investigate and recommend remediation of complaints of sexual misconduct.

o. “In violation” means that it is more likely than not that an actor has committed one or more acts of sexual misconduct. In other words, a greater weight of the evidence standard must be used to find sexual misconduct.

p. The term “may” is used in the permissive sense.

q. “Member of the University community” includes any individual who is a student, staff, faculty member, University official, or any other individual employed by, or acting on
r. The term “not in violation” means that it is more likely than not that a member of the University community did not commit one or more acts of sexual misconduct.

s. “Past sexual behavior” means a person’s sexual behavior other than when the sexual misconduct is alleged to have occurred.

t. “Person” means the individual who allegedly was, or was determined to have been, subjected to sexual misconduct.

u. “Rape” is included under the definition of sexual assault and means an actor’s sexual penetration of a person without consent.

v. “Respondent” is any member of the University who is charged with one or more acts of sexual misconduct.

w. “Retaliation” includes intimidation, threats, harassment, and other adverse action threatened or taken against the Complainant or a third party in an attempt to prevent or otherwise obstruct the reporting of sexual misconduct.

x. “Serious bodily injury” shall mean bodily injury which involves a substantial risk of death, or which involves substantial risk of serious physical disfigurement, or protracted loss or impairment of the function of any part or organ of the body.

y. “Serious personal injury” means great bodily injury or disfigurement, extreme mental anguish or mental trauma, pregnancy, disease, or loss or impairment of a sexual or reproductive organ.

z. “Sexual assault” is committed when an actor subjects a person to sexual penetration (i) without the consent of the person, (ii) when the actor knew or should have known that the person was mentally or physically incapable of resisting or appreciating the nature of the person’s own conduct, (iii) when the actor is at least nineteen years of age and the person is under twelve, or (iv) when the actor is twenty-five years of age or older when the person is at least twelve years of age but less than sixteen years of age.

Sexual assault is also committed when an actor subjects a person to sexual contact (a) without consent of the person, or (b) when the actor knew or should have known that the person was physically or mentally incapable of resisting or appraising the nature of the person’s own conduct. Sexual assault by contact should be punished more severely if the actor causes serious personal injury to a person than if the actor shall not have caused serious personal injury.

aa. “Sexual contact” means the intentional touching of a person’s intimate parts or the intentional touching of a person’s clothing covering the immediate area of the person’s intimate parts. Sexual contact also means the touching by the person of the actor’s intimate parts or the clothing covering the immediate area of the actor’s intimate parts when such touching is intentionally caused by the actor. Sexual contact shall include only such conduct which can be reasonably construed as being for the purpose of sexual arousal or gratification of either party.

bb. “Sexual harassment” is unwelcome conduct or behavior of a sexual nature. Both violent and non-violent sexual harassment is prohibited. Sexual harassment can include unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal, or
physical conduct of a sexual nature. Conduct that is sufficiently serious to limit or deny a person's ability to participate in or benefit from the University's educational program creates a hostile environment, and is prohibited. Examples of sexual harassment include, but are not limited to: (1) an exposure of an actor's genitals done with the intent to affront or alarm any person, and (2) viewing a person in a state of undress without his or her consent or knowledge.

cc. “Sexual misconduct” includes dating violence, domestic assault, domestic violence, rape, sexual assault, sexual harassment, and stalking.

dd. “Sexual penetration” means sexual intercourse in its ordinary meaning, cunnilingus, fellatio, anal intercourse or any intrusion, however slight, of any part of the actor's or person's body or any object manipulated by the actor into the genital or anal openings of the person's body which can be reasonably construed as being for nonmedical or nonhealth purposes. Sexual penetration does not require emission of semen.

ee. The term "shall" is used in the imperative sense.

ff. “Stalking” means to engage in a knowing and willful course of conduct directed at a specific person or a family or household member of such person with the intent to injure, terrify, threaten, or intimidate.

gg. The term “student” includes all individuals taking courses at the University, whether full-time or part-time, pursuing undergraduate, graduate, or professional studies, whether or not they reside in the University residence halls. Individuals who withdraw after having allegedly committed sexual misconduct, or who are not officially enrolled for a particular term, but who have an expected continued academic relationship with the University, may be considered “students.”

hh. The “Student Affairs Officer” is the individual authorized by the University and the University Chancellor to be responsible for the administration of the Student Disciplinary Code, and in certain circumstances includes his or her designee.

ii. The “Title IX Coordinator” is the individual designated by the campus to respond to allegations of sexual misconduct by members of the university community, and in some circumstances can include his or her designee.

jj. The term “University” means University of Nebraska.

kk. The term “University business day” means any calendar day where the campus offices are open for business, excluding weekends and national holidays. OR
    The term “University business day” means any calendar day where the campus offices are open for business and classes are in session, excluding weekends and national holidays.

ll. “University official” includes any individual employed by, associated with, or performing assigned administrative or professional responsibilities in the interests of the University. University officials who are designated as campus security authorities must report crimes to the person in charge of Clery Act reporting. Counselors and Healthcare Professionals are bound by professional rules that may preclude their reporting violations of University rules when they are acting within the scope of their counseling or professional responsibilities.
The term “University premises” includes all land, buildings, facilities, University approved housing and other property in the possession of, or owned, used, or controlled by the University, including adjacent streets and sidewalks.

Reference: BRUN, Minutes, 72, p. 36 (May 30, 2014).

**RP-2.2 Senior Administrative Officers**

**RP-2.2.1 Installation Ceremony for the President and Chancellors**

Whenever a new University President or campus Chancellor has been appointed, the University shall hold a formal installation ceremony for that individual. The general planning and execution of such installations shall be the responsibility of the University's administration with the advice and assistance of the University faculty and alumni. Such ceremonies shall be held at a time and place conducive to the attendance and involvement of faculty and students and shall be open to the general public.

Reference: BRUN, Minutes, 46, p. 322 (March 27, 1982).

**RP-2.3 President of the University**

**RP-2.3.1 Enforcement of Compliance with Athletic Conference and NCAA Rules and Regulations**

The President of the University of Nebraska is directed, upon ascertaining that any violation of the rules and regulations of any athletic conference of which the University of Nebraska campus is a member (“Conference”), and/or the National Collegiate Athletic Association (or any successor to the National Collegiate Athletic Association) are directly or indirectly violated by an employee, officer, agent, or any other person under the control of the University of Nebraska or the Board of Regents, to take appropriate disciplinary action against such individual; and the General Counsel of the University of Nebraska is directed, upon ascertaining that any person or entity who is not an officer, employee, agent, or under the control of the Board of Regents of the University of Nebraska has caused a violation of the rules and regulations of the applicable Conference and/or the National Collegiate Athletic Association regarding any student of the University of Nebraska or regarding any activity of the University of Nebraska, to forthwith commence such legal action as said General Counsel deems appropriate, which legal action may include, but not be limited to, request for damages and/or injunction and/or other relief.


**RP-2.3.2 (Not Currently Used)**

Reference: Corporation Secretary Revision (April 27, 2012).

**RP-2.3.3 Expedited Approval of Certain Graduate Certificates**

The President of the University of Nebraska is authorized to approve certain graduate certificates under conditions described below. When the President approves such a certificate program, a report describing the action will be made to the Board of Regents at its next meeting. For certificates to be considered for expedited review and approval by the President, they must meet the following requirements:

1. The proposed certificate must be a reasonable part of an existing masters program in that it uses existing courses in the program.

2. The proposed certificate must require at least 12-15 hours of work past the bachelors degree but no more than 20 hours. A core of required or elective courses must be in the department/program offering the certificate; however, graduate students may be given an opportunity to take...
up to one-third on the program in optional or elective courses in collateral departments of relevant disciplines, consistent with the requirements of the existing masters program.

3. The proposed certificate must be a re-packaging of existing graduate courses, requiring no additional or reallocated resources to support the program. The proposal for the certificate must demonstrate the availability of internal capacity to offer the certificate.

4. The proposal for the certificate must show evidence of demand and that the proposal is being responsive to a demonstrated need in the university or community. However, the justification need not be as elaborate as that required for a new degree program.

5. Following approval of such a new certificate program, the action must be reported to the Board of Regents at its next meeting.

6. The Nebraska Coordinating Commission for Postsecondary Education (NCCPE) will waive its need to approve such certificate programs.

Reference: BRUN, Minutes, 63, p. 61 (July 15, 2000).

**RP-2.4 Advisory Groups**

**RP-2.4.1 University-wide Calendar Committee**

A standing University-wide Calendar Committee made up of one faculty member and one administrator from each of the campuses of the University, chaired by a voting member from the Office of the Executive Vice President and Provost, is hereby established and will determine the academic calendar for UNL, UNO, UNK, and the College of Nursing, College of Pharmacy, and portions of the School of Allied Health professions at UNMC. Common calendar scheduling does not apply to students with clinical responsibilities at UNMC. The Calendar Committee shall meet as required and recommend to the Executive Vice President and Provost a calendar for the succeeding academic year.¹

1. Academic Year Calendar Guidelines

   The Calendar Committee shall observe the following guidelines in determining the calendar for each academic year:

   a. The fall and spring semesters will have Monday starting dates and Saturday ending dates for classes.

   b. Each semester will have fifteen (15) class meetings on each weekday, Monday through Saturday.

   c. General registration and final examination schedules will be established by each campus of the University outside of the regular class meeting schedule.

   d. The first semester of each academic year will end prior to the Christmas vacation.

   e. The Thanksgiving vacation will be the Wednesday before and the Friday and Saturday after Thanksgiving.

   f. No more than thirty (30) calendar days, including the fall semester final examination schedule, shall elapse between the end of the classes in the fall semester and the beginning of classes in the spring semester.
g. Spring vacation shall begin on a Sunday and end on the following Sunday, and there shall be no less than five (5) full weeks of instruction from the end of each spring vacation until the beginning of the spring semester final examination schedule.²

h. To avoid problems associated with the date for December commencement, classes in the fall semester shall have a starting date occurring between August 21 and August 27.

²BRUN, Minutes, 42, pp. 5-6 (June 17, 1978).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-2.4.2 Distance Education Course Terms

Distance education programs may alter course terms with the approval of the campus Chief Academic Officer.

Reference: BRUN, Minutes, 66, p. 11 (March 3, 2006)

RP-2.5 The Chancellors-Vice Presidents

RP-2.5.1 Policy on Abortions

It is the policy of the Board of Regents to favor natural childbirth over non-therapeutic abortions in the educational and research programs of the University of Nebraska Medical Center, and in keeping with this policy the performance of non-therapeutic abortions at the University of Nebraska Medical Center and all educational and research programs relating thereto shall be discontinued immediately.

The Chancellor of the University of Nebraska Medical Center is hereby authorized and directed to forthwith promulgate written procedures and regulations in keeping with the requirements of the Constitution of the United States and the Constitution and laws of the State of Nebraska which will implement the above-stated policy and directive by the Board.

Reaffirmed BRUN, Minutes, 54, p. 252 (October 6, 1989).

RP-2.6 The Colleges

RP-2.6.1 Naming and Renaming Academic Organizational Units

1. Purpose. The purpose of this policy is to establish the authority and regulations for naming and renaming the various academic organizational units at the University of Nebraska such as a College, Program, Department, Center, Institute or School.

2. Definitions

   a. “Identification” means the name or title used to designate a particular academic organizational unit for the purpose of specifically identifying it to members of the University community and to the general public.

   b. “Generic Name” when used in conjunction with Identification means the name that may be given which is based solely upon the identifier pertinent to the same without a modifier designating a particular person, family or organization. Examples of Generic Names are: “College of Architecture, College of Arts and Sciences, College of Journalism, School of Public Administration or School of Communication”.
3. Authority
   a. The assignment of a Generic Name shall be approved by the Chancellor responsible for
      the unit and the President. Such naming shall be reported to the Board of Regents.
   b. Identification using the name of or in honor of an individual, a family, or an organization
      shall be approved by the cognizant Chancellor, the President and the Board of Regents.

4. Criteria
   a. Identification using the name of or in honor of individuals, families, or entities is permitted
      upon meeting one or more of the following criteria:
      1) Extraordinary service to the University as a faculty member, staff member, or
         University officer;
      2) Alumni who have provided extraordinary service to the University;
      3) Distinguished persons who have provided extraordinary service to the University
         or who otherwise merit special recognition;
      4) Donors who have made a significant financial contribution to the University
         generally, to a campus, to a college or major unit, or to a related program; and/or
      5) Donors who have made a significant financial contribution toward the related
         maintenance and operating costs of the unit or related activity of the University of
         Nebraska.
   b. Except for Identification in honor of individuals designated by donors qualifying under
      subsections a.4) and/or a.5) of this Section 4, units shall not be named for individuals
      currently employed by the University or the State of Nebraska or elected officials. Unless
      expressly waived by the Board of Regents, a unit shall not be named for an individual not
      otherwise qualifying under the exceptions in subsections a.4) and/or a.5) earlier than five
      years following the departure, death, or retirement of the person from the University or
      the State or the end of an elected official's service in office.
   c. Except for Generic Naming, the cognizant Chancellor shall conduct an appropriate due
      diligence review of each Identification proposal to carefully consider the overall benefit of
      such naming to the University, whether the name is and will continue to be a positive
      reflection on the institution and will not detract from the University's reputation as a public
      institution of higher education and whether the name comports with the purpose and
      mission of the University. Such due diligence shall include the following:
      1) Review of any potential conflict of interest issues affecting the University;
      2) Review of potential impact upon the academic or research autonomy of the
         University;
      3) Evaluation of the impact on future giving by the donor or others;
      4) Consultation with the General Counsel to ensure compliance with applicable
         policies, laws and regulations; and
      5) Consultation as necessary with the University’s bond counsel to determine if a
         proposed naming would adversely affect existing or future tax-exempt bonds.
d. In order to avoid any appearance of commercial influence or conflict of interest, additional due diligence shall be undertaken before recommending the naming of any unit to include the name of a commercial enterprise. Identification is to include the name of a commercial enterprise only if the proposed name (i) is appropriate in the educational and public setting of the University, (ii) will not detract from the University’s reputation as a public institution of higher education, and (iii) will not result in impermissible commercial endorsement or advertising benefitting the commercial enterprise.

5. Procedures

a. No commitment for naming shall be made prior to approval of the proposed name in accordance with this policy.

b. Wherever a naming proposal may originate, it shall at the earliest appropriate date be submitted to the Chancellor, from the Chancellor to the President, and from the President to the Board of Regents in those instances where action by the Board is required.

c. Each Chancellor shall establish campus policies and procedures consistent with this policy. The Executive Vice President and Provost shall establish University-wide procedures for implementing this policy and for assuring compatibility of campus policies and procedures with this policy.

6. Duration of Names and Name Changes

a. Identification in honor of an individual or individuals, family or non-commercial entity is generally expected not to exceed 25 years to be determined on a case-by-case basis and included in a signed gift agreement associated with the naming where applicable. Typically the duration of a commercial enterprise name should not exceed twenty-five (25) years. Once established, a commercial enterprise name assigned to a unit shall normally remain the same notwithstanding future changes in the commercial enterprise name; provided, however, in the event of a name change in the commercial enterprise, the Board of Regents in the exercise of its sole discretion may elect to remove the established commercial enterprise name from the unit, if such action is determined to be in the best interest of the University.

b. If a unit is replaced or substantially modified, it may be renamed, subject to any terms, conditions or restrictions set forth in any gift agreement related to the prior naming action.

c. If there is a change in the function of a unit that has a Generic Name, the Generic Name may be changed in accordance with the requirements of subsection a. of Section 3 of this policy.

d. If there is a change in the function of a unit that has been named in accordance with Section 4(a)(4) or 4(a)(5) above, such naming will either remain with the existing unit or a comparable substitute naming will be adopted, subject to any terms, conditions or restrictions set forth in any gift agreement related to the prior naming action.

e. The Board of Regents in the exercise of its sole discretion may elect to remove any established Identification, if such action is determined to be in the best interest of the University for reasons such as (i) the protection of the reputation and stature of the University as a public institution of higher education, (ii) failure to fulfill agreed upon obligations associated with the naming, or (iii) other changes in circumstances. Before taking any such action the General Counsel shall be consulted in regard to any legal obligations the University may have under any pre-existing Agreement related to naming.
or in regard to any other matter that may have legal bearing upon a proposed change in name.

7. Prior Procedures and Names

Names in existence at the time of the adoption of this policy shall remain in effect, subject to future renaming consistent with this policy and subject to restrictions in any gift agreements related to the prior naming action.

Reference: BRUN, Minutes, 68, pp. 63 (December 11, 2009).

RP-2.7 Other University Activities

RP-2.7.1 Coordination of Outreach Activities

1. Every effort must be made to ensure coordination among the campuses to extend resources to the citizenry of Nebraska. Intercampus coordination should provide the University with a unique opportunity for maximizing its resources by avoiding undue competition and duplication and matching resources with needs. Further, continuous interaction will minimize misunderstandings about the role and scope of the participating campuses. Since the Cooperative Extension Service within the Institute of Agriculture and Natural Resources already exhibits a well-organized statewide administrative structure, its programs are not included within the purview of these recommendations.

2. The campus deans or directors of extension will constitute an administrative outreach coordinating council to be chaired by a representative from the Office of the Executive Vice President and Provost. This council shall formulate and recommend continuing education and extension policy of a general and intercampus nature. This council should give consideration to the formation of an intercampus advisory committee drawn from faculty from the campuses. In addition, it may be advisable to explore the creation of a small statewide citizen’s advisory committee to give guidance and assistance in the planning of extension activities.

3. Every effort must be made to protect and advance the sense of purpose, participation, identity, and pride on the part of departments, schools, colleges, and campuses in the design and maintenance of quality extension programs. In order to provide a campus-wide overview, it is of utmost importance that the delivery of all outreach programs be coordinated through the extension or continuing education office on each campus. Therefore, no department, school, or college may operate its own outreach delivery system without the approval of the appropriate campus chancellor and then only within approved University-wide continuing education and extension policies.

4. It is important for the University to strengthen existing regional continuing education centers and to establish additional centers wherever the need exists and resources permit. These centers are to be a point of access to the University of Nebraska for those who cannot register on one of the University’s campuses. Through these centers, all University educational and cultural events will be coordinated for that region, with the exception of cooperative extension programs. These centers will work in close cooperation with local schools, community colleges, independent colleges, state colleges, and all other groups interested in programs and activities to which the University can contribute its unique resources. These centers will report administratively to the Chancellor of the University of Nebraska-Lincoln, except for any centers established in Douglas and Sarpy Counties, which will report administratively to the Chancellor of the University of Nebraska at Omaha. Based upon expressed community demand and availability of University resources, the outreach coordinating council, in conjunction with the appropriate campus unit, will determine the programmatic offerings at the centers.
The centers are to be service organizations that aid the campuses in accomplishing their programmatic missions in the most efficient manner possible and shall lend their services and resources to aid all campuses in extending their programs off campus.

Reference: BRUN, Minutes, 40, pp. 30-31 (December 11, 1976).

**RP-2.7.2 University of Nebraska Press**

The University of Nebraska Press is operated as an educational agency of the University of Nebraska. Its purpose is to publish works of merit without regard to the point of view of the author. Views expressed in any publication issued by the Press are, therefore, not necessarily those of the Board of Regents or the faculty of the University.¹

The printing of books, sponsored by the University Press, in the University-operated printing department is approved providing such work does not interfere with the regular University job printing requirements.²

Reference: ¹BRUN, Minutes, 16, p. 297 (November 11, 1944). ²BRUN, Minutes, 19, p. 36 (February 26, 1949).

**RP-2.7.3 UNL University Health Center Board**

A Board is established for the University Health Center on the UNL campus with the following responsibilities:

1. To serve as an advisor for the Nebraska Medicine leadership.

2. To advise the UNL Chancellor and the UNL Vice Chancellor for Student Affairs as well as the UNMC Chancellor and Nebraska Medicine leadership regarding:
   a. long-range planning and general administration of the University Health Center with the goal of assuring that the health needs of the UNL community are met effectively and efficiently;
   b. executive oversight of the quality and service programs and processes of the University Health Center; and
   c. the University Health Center’s annual operating budget.

The board shall be comprised of the Vice Chancellor for Student Affairs of UNL, the Medical Director of the University Health Center, the Chairperson of the Student Advisory Board of the University Health Center, a UNL faculty member appointed by the UNL Chancellor for a two-year term, a UNL student appointed by the UNL Chancellor for a one-year term, and two members of the Nebraska Medicine leadership appointed by the UNMC Chancellor, each for a two-year term.


**RP-2.7.4 National Strategic Research Institute**

The Board of Regents approved the creation of the National Strategic Research Institute (NSRI) as a non-profit 501(c)(3) supporting organization of the University to provide a single University Affiliated Research Center (UARC) resource with specific areas of core competency as established by the Board of Regents.
Members of the full-time permanent faculty and other full-time employees of the University may be employed with NSRI Consulting Appointments as approved by the cognizant administrative officer. Such appointments shall be for a stated term not to exceed three years and shall carry no presumption of renewal. NSRI Consulting Appointments are funded in whole or in part by funds from a specific source external to the University, and when such funds are reduced or discontinued, then the NSRI Consulting Appointment may be terminated by the University by giving the appointee at least 90 days written notice of the date of termination. University employees with designated NSRI Consulting Appointments shall continue to be considered as full-time employees of the University for purposes of benefits eligibility, contributions, length of service, faculty standing, and related determinations. NSRI is an ancillary organization to the University, and its employees are eligible for participation in the University Group Insurance Plan pursuant to Regents Policy 3.2.3. NSRI is responsible for the operation, administration and management of a University Affiliated Research Center (UARC) resource to respond to USSTRATCOM and other Department of Defense (DoD) sponsor requirements with specific tasks in areas of core competency established by the Board of Regents. The following policies shall apply to University employees engaged in research through NSRI.

1. The employee shall assign to NSRI any right, title, and interest he/she may have in any invention, discovery, improvement, or other intellectual property which (i) the employee develops solely as a direct result of performing consulting services for NSRI and (ii) is not generated in the course of the employee’s activities as a University faculty member and is not owned by the University or assignable to the University. Any intellectual property assignable to NSRI pursuant to the preceding sentence is hereinafter referred to as “NSRI Intellectual Property.” Upon the request of NSRI, the employee shall execute such further assignments, documents, and other instruments as may be necessary to assign NSRI Intellectual Property to NSRI and to assist NSRI in applying for, obtaining and enforcing patents or other rights in the United States and in any foreign country with respect to any NSRI Intellectual Property. NSRI will bear the cost of preparation of all patent or other applications and assignments, and the cost of obtaining and enforcing all patents and other rights to NSRI Intellectual Property. The employee shall report inventions in a timely manner and in accordance with all mandatory policies and procedures. NSRI is not a patent prosecution or tech transfer entity, and should the circumstances permit in the reasonable discretion of NSRI, patent prosecution for NSRI Intellectual Property will be reassigned to the University and subject to the University’s intellectual property bylaws and policies, including distributions to the inventor(s) provided by Regents Policy 4.4.2 and campus policies of the consultant’s respective department and administrative unit at each campus of the University.

2. The employee will abide by and strictly comply with terms and conditions for security/export administration and quality assurance, including providing work in progress and research data upon termination or as otherwise required.

3. In order to allow for required security and policy review to ensure compliance with established DoD policies for the public release of information, the employee shall agree not less than 30 days prior to submission for publication or presentation (including any abstracts, poster boards, articles, etc.) to complete pre-submission paperwork for government review and include the appropriate disclaimers on any approved publication.


RP-2.8 Provisions for Student Government

RP-2.8.1 Eligibility to Hold Office

1. In order to be eligible to be a candidate for or to serve in an office of student government, a student must:
a. be officially registered as a student in good standing (minimum 2.0 cumulative GPA and not on academic or disciplinary probation as determined by each major administrative unit) during the academic term while running for and/or holding office.

2. In order to be eligible to be a candidate for or to serve in the position of President of student government or the next office in succession on a given campus, a student must additionally:

a. be continuously enrolled in at least six class credit hours on that campus (excluding thesis, correspondence and independent study courses, and summer session credits); upon written verification by the Dean for Graduate Studies that a graduate student is devoting full-time effort to thesis or dissertation-related research and is to be considered a full-time student, a graduate student may register for fewer than six class credits and still maintain eligibility for office;

b. have completed 24 semester hours of credit on that campus during two years prior to the academic term in which the office is sought or held provided, however, that UNMC students shall be required to have completed 24 semester hours of credit at any accredited postsecondary institution within the last two years prior to the academic term in which the office is sought or held;

c. be elected by a majority vote of the students voting in the election or be elected by a margin over the next higher candidate of at least ten percent of the total votes cast for eligible candidates; and

d. not be convicted of a felony, unless all civil rights have been restored by the date set for filing for candidacy in Student Government elections.

These requirements are applicable to all elections held and/or appointments made.

Chapter 3. Terms and Conditions of Employment

RP-3.1 Equal Opportunity/Affirmative Action

RP-3.1.1 Nondiscrimination on the Basis of Individual Characteristics—Employees

Employees on each campus of the University of Nebraska shall be employed and equitably treated in regard to the terms and conditions of their employment without regard to individual characteristics other than qualifications for employment, quality of performance of duties, and conduct in regard to their employment in accord with University policies and rules and applicable law.

NOTE: The portion of this policy pertaining to students is at RP-5.1.1


RP-3.1.2 Policy for Americans with Disabilities

1. References


   c. Federal Register, Volume 56, No. 144; July 26, 1991:

      1) Part II; Department of Justice, 28 CFR Part 35 [Order No. 1512-91]—Nondiscrimination on the Basis of Disability in State and Local Governments, Final Rule.


   f. Title II Highlights, U.S. Department of Justice, Civil Rights Division, Office of the Americans with Disabilities Act.

2. Definitions

   a. Americans with Disabilities Act (ADA). An act of Congress providing comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
b. **Title I.** Refers to that portion of the ADA pertaining to employment practices, or to the standards and regulations implementing this portion of the act, adopted by the agency responsible for its enforcement.

c. **Title II.** Refers to that portion of the ADA pertaining to state and local government services, or to the standards and regulations implementing this portion of the act, adopted by the agency responsible for its enforcement.

d. **Public Entity.** Any state or local government or any department, agency, or other instrumentality of a state or local government.

e. **Structural Modification.** Any action involving changes to existing facilities which is directed toward the removal of architectural barriers, including communications barriers, which are structural in nature.

3. **Purpose**

a. The purpose of this document is to set forth the policy of the Board of Regents to promote compliance with Title I and Title II of the Americans with Disabilities Act.

b. The University of Nebraska has maintained a program of nondiscrimination on the basis of disability since the implementation in 1977 of regulations pertaining to the Rehabilitation Act of 1973.

c. The Americans with Disabilities Act of 1990 (ADA) also addresses nondiscrimination on the basis of disability in much the same way as the earlier Rehabilitation Act. Two portions of the ADA directly affect the University of Nebraska: Title I, prohibiting discrimination in employment practices; and Title II, obligating the University to make all its programs, activities, and services available to persons with disabilities.

d. The specific compliance requirements imposed by the ADA and the updated technical standards for accessibility enumerated in the regulations implementing ADA affect each unit of the University and require the reevaluation and updating of policies, plans, and procedures originally put into place following enactment of the Rehabilitation Act.

4. **Objectives**

a. Reiterate the compliance requirements of the ADA, and identify those which are related to facilities and those which are related to employment.

b. Describe the accessibility standards which should be used for current and future alteration, addition, and new construction projects.

c. Review the standard of "undue burden" as it applies to any action directed toward structural modifications for the purpose of achieving program accessibility.

d. Define the format for the "transition plan" and provide information regarding priority and budgeting for structural alterations required to achieve program accessibility.

e. Define the responsibilities of the President's staff and the campus administration as they relate to ADA.

5. **Policy**

a. It is the policy of the University to comply with Title I and Title II of the Americans with Disabilities Act.
b. The University is not required to take any action which would result in a "fundamental alteration" of any program, activity, or service or to take any action which would result in "undue financial and administrative burdens".

c. The University will adopt accessibility standards as follows: For alterations and additions, select the standard (UFAS or ADAAG) which provides the better result in terms of accessibility and budget based upon an analysis of the project; for new construction and free-standing buildings, use ADAAG.

6. Guidelines for the ADA Transition Plan

a. Guidelines for an ADA "transition plan" shall be promulgated by the Vice President for Business and Finance. The campuses should comply with the following instructions relative to the transition plan:

1) If the transition plan identifies any structural modifications which can be completed without supplemental budget appropriations, schedule these projects for completion by January 26, 1993.

2) For projects requiring supplemental funding, prioritize these modifications in accordance with the ADA regulations. Divide this grouping into two equal increments based upon the cost of the projects. Schedule the higher priority increment for completion by January 26, 1994 (assuming supplemental funding in July of 1993) and the remaining increment for completion by January 26, 1995 (assuming supplemental funding in July of 1994).

b. When scheduling projects, observe the recommended priorities defined in the ADA regulations which are (1) accessible entrance into the facility; (2) access to goods and services; (3) access to rest rooms; and (4) any other measures necessary. However, if a different priority order would produce a more effective mix of barrier removal measures, such a change is acceptable.

7. Accessibility Standards and undue Burden Determination

a. Accessibility Standards. Under ADA regulations, alterations (i.e., remodeling, renovation, rehabilitation, and changes or rearrangements in structural parts or elements or plan configurations of walls) to an existing building may require that an accessible path of travel to the altered area be provided as a part of the project. The applicable UFAS and ADAAG standards should be evaluated, and the most appropriate standard should be selected in accordance with Section 5.c. above.

b. Undue Burden Determination. When, in the course of developing plans and strategies for ADA compliance, it appears that the removal of any particular accessibility barrier would result in an undue financial or administrative burden, a decision shall be made by the Vice Chancellor for Business and Finance. The transition plan must include a statement of the reasons for the decision.

8. Compliance Requirements—Activities and Enforcement Dates

a. Designate individual to oversee ADA compliance (Title I and Title II). Enforcement date is January 26, 1992.

b. Provide notice to public explaining ADA Title II applicability to the University's programs, services, and activities (with regard to facilities). Enforcement date is January 26, 1992.

d. Prepare in writing a “transition plan” (with regard to facilities). Enforcement date is July 26, 1992.

e. Review communications systems and processes; prepare a plan to provide auxiliary aids or services which promote effective communication. Enforcement date is January 26, 1992.

f. Assure that all new construction, including alterations to existing buildings complies with ADA Accessibility Guidelines for any construction begun after January 26, 1992 (with regard to facilities). Enforcement date is January 26, 1992.

g. Review and revise, as necessary, policies and procedures related to employment and employment practices. Enforcement date is July 26, 1992.

h. Complete self-evaluation and implement all associated University policy and procedure modifications. Enforcement date is January 26, 1993.

i. Complete structural modifications required to provide program accessibility as described in “transition plan” (with regard to facilities). Enforcement date is January 26, 1995.

9. Duties of the Administration

The duties of the Administration related to compliance with the Americans with Disabilities Act of 1990 are outlined below:

a. President

1) Review and coordinate on a continuing basis all University policies and practices to ensure equitable treatment of persons with disabilities.

2) Disseminate to the general University community notifications regarding the University's policy and guidelines and its commitment to nondiscrimination on the basis of disability.

3) Provide assistance and additional guidance, as necessary, to aid the campuses in complying with the Federal regulations and these guidelines.

b. Vice President for Business and Finance

1) Promulgate guidelines for the ADA transition plan.

2) Monitor campus compliance with the Federal regulations and these guidelines.

3) Request data, reports, and analyses, as needed, from the campuses concerning compliance activities in order to meet Federal, State, Regental, and Presidential review needs.

c. Chancellors

1) Assign authority and responsibility for the coordination of efforts to comply with the Federal regulations and these guidelines.

2) Adopt and implement procedures to ensure that interested persons, including persons with impaired vision or hearing, can obtain information on the existence
and location of services, activities, and facilities that are accessible to and usable by persons with disabilities.

3) Assure that self-evaluations as required by Federal regulations are made and maintained on file for public inspection.

4) Assure that all programs and activities are accessible to qualified persons with disabilities and, where structural changes are necessary, modifications are to be completed as funds are made available.

5) Monitor compliance with the Federal regulations and these guidelines.

6) Provide data, reports, and analyses, as needed, in order to meet Federal, State, Regental, and Presidential review needs.

10. Responsibility and Accountability

   a. The President shall establish rules and procedures to assure that the University is in compliance with the Americans with Disabilities Act of 1990.

   b. The Chancellor will be responsible for assuring that the campus is in compliance with the Americans with Disabilities Act of 1990 and will designate an individual to coordinate and oversee compliance with the Act.

      1) The ADA Coordinator. The coordinator will oversee the requirements of the ADA Act and coordinate the efforts to comply with and fulfill its responsibilities under Titles I and II including the investigations of complaints.

      2) The Facilities Directors. The Campus Director of Facilities will be responsible for implementing compliance activities required by the Act which are related to facilities.

      3) The Human Resources/Personnel Director. The Campus Director of Human Resources/Personnel will be responsible for identifying and implementing compliance activities required by the Act which are related to employment and employment practices.

      4) The Telecommunications Director/Manager. The Campus Director/Manager of Telecommunications will be responsible for identifying and implementing compliance activities required by the Act which are related to telecommunications.

11. Reporting

   A copy of the transition plan and subsequent revisions or modifications shall be submitted annually by June 30 or as required by the Vice President for Business and Finance.

12. Prior Guidelines and Policies (Repealed)


Reference: BRUN, Minutes, 58, p. 12 (February 13, 1993).
RP-3.1.3 Equal Opportunity/Affirmative Action Guidelines

1. Internal and External Communications
   a. Employees and Applicants

      Copies of the Equal Opportunity and Affirmative Action Guidelines will be made accessible to all personnel of the University of Nebraska and all applicants for employment. Special meetings or orientation sessions will be organized under procedures developed by the EO/AA Officers to inform employees of their rights and obligations under the University’s EO/AA Guidelines.

   b. Community Groups

      Copies will be made available to other interested and relevant persons, agencies, and organizations.

   c. Posters and Bulletins

      In addition, the University will continue to display official equal opportunity/affirmative action posters in conspicuous locations normally trafficked by University students, employees, and applicants for employment.

   d. Policy and Procedure Manuals

      Policy manuals, employee handbooks, and student bulletins of the University will include EO/AA statements based on these guidelines.

   e. Hiring Authorities and Supervisory Staff

      In addition to receiving copies of these guidelines for implementation, responsible supervisory personnel will be given special orientation sessions regarding their provisions and general equal employment opportunity/affirmative action law. Update sessions will be held periodically. Responsibility for equal employment opportunity/affirmative action orientation and training sessions will be assigned to the EO/AA Officers.

      All employees charged with administration will be given orientation regarding these guidelines, and provisions of general equal employment opportunity/affirmative action law.

   f. Recruitment Sources

      All University recruitment sources will be informed of the University's EO/AA Guidelines. Such sources include employment agencies, other colleges and universities, individuals solicited for nominations, community service organizations, etc.

2. Responsibility for Administration

   a. The President

      The President of the University of Nebraska has ultimate responsibility for the development and implementation of the Equal Opportunity and Affirmative Action Guidelines and operational plans.
b. The Chancellors

Basic responsibility at each campus rests with the Chancellor. Each Chancellor shall ensure that these EO/AA Guidelines and specific campus plans (will be followed) and will designate EO/AA Officers to assist in coordinating and implementing them at the campus level.

c. Campus EO/AA Plans

Each of the campuses will develop or revise its unique and specific EO/AA plan annually.

The plans shall be addressed to the specific programs, processes, and procedures to be utilized on that campus in each area mandated in these EO/AA Guidelines and all other provisions required by federal law.

In addition, each plan shall:

1) enumerate the specific timetable and process to be used for generating and meeting employment goals (including plans to implement retrenchment, if applicable).

2) assign specific accountability for implementation of the provisions of the plan. Describe monitoring systems to be used and sanctions to be imposed if “good faith” efforts are not made to realize the goals.

3) enumerate the data profiles that will be collected by the campus (in addition to those required federally), mechanisms to be used to collect and evaluate the data, to whom they will be reported, and what information will be distributed in a public forum.

4) list auxiliary and support programs the campus will utilize.

5) enumerate the personnel and fiscal resources that will be designated to implement the plan.

d. Campus EO/AA Officers

The campus EO/AA Officers will interpret and coordinate the implementation of these EO/AA Guidelines; they may be advised and assisted by the Affirmative Action Liaison Committees and appropriate task forces. Responsibilities of the EO/AA Officers will include, but not be limited to:

1) reviewing training programs; hiring, compensation, and promotion patterns; recruitment efforts, etc., which have a direct bearing on the attainment of goals and objectives.

2) preparing required government reports concerning equal opportunity and affirmative action.

3) collecting and presenting statistical and other information required by these EO/AA Guidelines.

4) providing the technical and administrative assistance required to implement these guidelines.
5) establishing and maintaining University liaison with organizations specializing in recruitment of protected class members and assisting in the evaluation of the effectiveness of these organizations.

6) reviewing campus performance in the following areas: Distribution and posting of Policy Statements. Integration of and equality in the use of facilities. Unlawful discrimination in University-sponsored activities and in all employment-related practices and procedures.

7) preparing an annual EO/AA report for the Chancellor of each campus. A copy will be provided to the President and the Board of Regents.

8) ensuring maintenance of records which document employment actions (recruiting, hiring, promoting, etc.) in a manner that facilitates achievement of goals.

9) serving on a University-wide Affirmative Action Council which advises the President.

e. Other Employees

All employees are expected to contribute to the equal opportunity philosophy of the University by their acceptance of, and compliance with, the EO/AA Guidelines.

All administrative officers and supervisory personnel within the University, including hiring committees making recommendations on appointments, are responsible for performing their duties in a nondiscriminatory manner.

Administrative officers, as identified in these Guidelines, include the President, the Vice Presidents, the Chancellors, Vice Chancellors, Deans, directors, and department chairpersons. All campus officers in charge of academic, nonacademic, and student employment have the responsibility for carrying out the objectives set forth by these EO/AA Guidelines.

For those employees who are subjects of performance reviews, such evaluations must include an area for commentary relative to the person's performance in supporting and carrying out the goals and objectives of the University's EO/AA Guidelines. Compliance shall be considered in determining annual salary adjustments, promotion, and continuing employment.

3. Inventory of Personnel, Internal Audits, and Reports

a. Work Force Analysis

Each major administrative unit of the University maintains personnel records classified by race, sex, major occupational activity, job title, salary, date of hire, educational level, and other relevant data. These statistical data are used for state and federal compliance agency reports.

University academic and nonacademic units at each campus are required, at least annually, to study the race-sex profile of their staff and to provide justification and supporting comments related to:

1) Absence of minority and female or male representation in the ranks and classifications throughout the unit.
2) Concentrations of women and minorities in certain job types.

3) Relative absence of women and minorities in positions at decision-making levels.

4) Relative distribution of minorities, women, and non-minority men in positions with potential for promotion.

5) Salary and rank differentials for minorities and females.

6) Staff turnover, vacancies, new appointments, recruitment, and promotions as they impact minorities and women.

7) Distribution and performance of women and minorities as graduate research and teaching assistants.

b. Utilization Analysis

In compliance with applicable government regulations, the University will conduct an annual utilization analysis. This analysis will separately identify minorities and women.

This analysis will determine, on a departmental or unit basis, discrepancies between the employment rate of minorities and women and their availability in the relevant labor markets.

Estimates of availability will be based on the relative proportion of qualified women and minorities in each academic and nonacademic labor market using criteria which are validly related to job performance.

c. Goals and Timetables

Each campus will annually update its goals and timetables for each major job category in which minorities and women are found to be underutilized.

Such goals and timetables will be stated as projections of future representation of women and minorities as a result of implementation of these EO/AA Guidelines.

Such projections will be based on the availability of qualified minorities and women, expected position openings, and other applicable factors.

Goals and timetables will not be administered in a manner which discriminates in the hiring, appointment, promotion, or granting of tenure to any individual solely on the basis of race, color, creed, religion, sex, national origin, age, handicap, marital status, or Vietnam-era veteran status.

Goals and timetables will not be projected, and utilization analyses will not be conducted, on the basis of religion, age, handicap, veteran, or marital status.

4. Internal Audits and Reports

The campus EO/AA Officers will annually prepare a report analyzing their respective campuses' progress toward the University's equal opportunity and affirmative action objectives.

The annual report will include a review of the following elements: (1) workforce analysis; (2) training and upgrading programs; (3) utilization analysis; (4) promotions, demotions, and transfers; (5) progress toward meeting goals and timetables; (6) employee grievances; (7) compensation patterns; (8) changes in availability of minorities and women; (9) recruitment and
application procedures; (10) job classification systems; and (11) comparative hiring rate of minorities and women.

5. Personnel Policies and Practices

a. General personnel Standards and Procedures

The University of Nebraska will mobilize its resources to focus on the problems of employment and promotion opportunities for women and minorities. Each organizational unit of the University shall have on file the standards and procedures which govern all of its employment practices including any tests in use and the criteria by which qualifications for appointment, retention, or promotion are judged. Deans, directors, department chairpersons, etc., shall make a review and determine whether such standards and criteria are relevant to the duties of the particular position in question. This requirement does not ignore or obviate the range of permissible discretion which characterizes employment judgments, particularly in the academic area. If the criteria and standards of selection appear to reject a higher proportion of minority and women applicants, the selection procedure must be rigorously reviewed.

b. Recruitment

The University will undertake a vigorous program of affirmative recruitment for minorities and women in all job categories in which they are found to be underutilized.

Campuses will actively continue to communicate their employment needs through advertisements to graduate schools, training programs, disciplinary conventions, and job registers. Recognizing that traditional methods of recruiting alone will not produce the desired gains in minority and female employment, the University will continue to expand its efforts, utilizing appropriate resources such as community agencies (Urban League, Comprehensive Manpower, YWCA, etc.), high schools, colleges, and universities with high minority enrollment, minority and women's registries within professional organizations, trade schools, minority and female community leaders, and advertising in minority-oriented broadcast and print media.

Recruitment of women and minorities in administration internships and in the graduate teaching and research assistantship programs will be an integral part of this effort.

A written justification must be provided to the appropriate campus EO/AA Officers by supervisory personnel in instances when apparently qualified minorities and women are passed over for training, upgrading, or promotion.

c. Upgrading and Promotion

To increase the utilization of the skills of all employees, scholarship benefits are offered so that academic, management, technical, clerical, and data processing courses that are available in the University may be taken each year. Each administrative unit should maintain a record of the qualifications of present employees for promotional consideration. Minority and female employees will be advised of vacancies which would facilitate upward job mobility.

Department chairpersons will be asked to review carefully the qualifications of all faculty with particular attention given to women and minorities to ensure that those qualified for promotion have not been delayed in rank longer than any non-minority males with comparable qualifications.
A written justification by supervisory personnel must be provided in cases where qualified women and minorities are passed over for training, upgrading, or promotion.

d. Testing

In recognition of the fact that requirements which appear to be fair may not be related to the job(s) to which they apply, and may have the effect of denying minority group members or women ready access to employment opportunities, the University EO/AA Officers will continue to examine all testing used for employee selection. Testing must be in compliance with the Uniform Guidelines on Employee Selection Procedures and other Federal regulations.

e. Job Classifications

Consistent with these guidelines, each campus will continually review employment qualifications and maintain only those which can be established as bona fide occupational qualifications. Such review will be made of all job or class designations and descriptions and look toward the elimination of any classification that segregates employees by race, color, religion, sex, marital status, national origin, disability, or military service during the Vietnam era.

Qualifications to be analyzed will depend upon job requirements and may include the following:

1) Education requirements.
2) Requirements for specific job experience.
3) Requirements for, and weight given to, personal references.
4) Exclusionary policies or preferences based on and individual’s height, weight, and related physical characteristics.
5) Other valid job-related requirements authorized by law.

The EO/AA Officers will advise the appropriate University officials of any qualification which appears to have an adverse impact on minorities or women. A qualification normally will be regarded as having an adverse impact if its application results in a hiring or promotion rate for minorities or women which is 80 percent or less than that of other individuals.

f. Equal Pay

The University is committed to the principle and practice of equal pay for equal work, as required by the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, as amended and other laws.

The EO/AA officers will review pay differences within occupational classes. If these differences appear to be based on sex or minority status rather than qualifications, responsibilities, and performance, inequities will be noted and communicated to the Director of Personnel and/or the appropriate Vice Chancellor. These inequities should be taken into account in recommendations for annual salary adjustments, promotions, and continued employment.
g. Employee Benefits

The Personnel Department and affirmative action officers will periodically review all employee fringe benefit programs to ensure that they are available to all employees without discrimination on any grounds covered by these EO/AA Guidelines. The reviews will include all medical, hospital, accident, and life insurance programs and all retirement and pension programs.

The University will not participate in, require, or encourage its employees to participate in any medical insurance program that discriminates with regard to coverage of any illness or disability on the basis of race, color, creed, religion, sex, national origin, age, handicap, or marital status. This includes illness or disability related to pregnancy, miscarriage, therapeutic abortion, and childbirth.

The University will not participate in, require, or encourage its employees to participate in any retirement or pension program, or any insurance or other welfare program, unless either the benefits or the University's contribution are equal for all employees within their appropriate employee category.

No protected class employees will be required to retire at an age different from that of other employees.

All leave policies of the University will be formulated and administered without discrimination on the basis of sex or any other prohibited ground.

h. Grievance Procedures

Both academic and nonacademic employees may avail themselves of established general grievance procedures described in the Bylaws of the Board of Regents of the University policy statements. The effectiveness of existing procedures will be evaluated by EO/AA Officers periodically to determine if minority and female employees are seeking and receiving the appropriate consideration through present channels.

In addition, an equal employment opportunity grievance structure and procedure has been approved by the Board of Regents to provide a means by which each employee may have an opportunity to request a review of any grievance related to wages, hours, and/or terms and conditions of employment which are alleged to have resulted from discrimination on the basis of race, age, color, disability, religion, sex, national origin, marital, or Vietnam-era veteran status. These procedures will be distributed to all University personnel.

6. Technical Requirements

a. Advertising

The phrase, “Equal Employment/Affirmative Action” will be placed prominently in all recruitment advertising to remind all recruitment sources that selection for, and participation in, University employment and educational programs are without regard to race, sex, color, religion, age, marital status, disability, or national origin.

b. Contractors and Subcontractors

All contractors/subcontractors and lessors will continue to be notified of the University's responsibilities and ensuring obligations under Executive Order No. 11246, amended by Order No. 11375, and revised by Order No. 4. The University will advise all contractors/subcontractors and lessors of amendments to the Executive Order.
appropriate instances, the University will arrange to include specific affirmative action measures in the applicable contract. Reporting and monitoring procedures will be maintained to ensure compliance with provisions of the Executive Order and rules and regulations of the Department of Labor. Campus business officers have been provided procedural manuals to accomplish the latter.

c. Equal Employment Posters

Posters are to be displayed in trafficked locations and are to be periodically checked by the EO/AA Officers.

d. Facilities

The University certifies that all facilities will continue to be maintained on a non-segregated basis; certification of non-segregated facilities is also required of contractors/subcontractors.

e. Purchase Orders

All purchase orders and leases carry Equal Employment Opportunity clauses with the specific intent that vendors will adhere to provisions outlined therein. The University, in accordance with the law, requires detailed equal opportunity stipulations for purchase orders issued under government contracts or grants to which suppliers are required to adhere.

f. University Governance

The University will provide equal opportunities for women and minority persons to serve in decision-making positions, on committees whenever possible, and to the degree that it does not conflict with established democratic election processes.

g. Supportive Affirmative Action Programs

The Cooperative Extension Service has developed and is operating under an Equal Employment Opportunity Plan which has been approved by the USDA pursuant to Title VII, Part 18, of the Code of Federal Regulations. To avoid duplication of effort, Cooperative Extension employees paid in total or in part from Extension funds will be covered primarily by the USDA Plan.

In designing the supportive programs essential to these EO/AA Guidelines, each campus can be as flexible, as imaginative, and as innovative as possible. Since the University of Nebraska prides itself on its service-oriented education, many of the programs the campuses can design will have the added effect of generally improving the quality and quantity of its education. Specific recommendations in this area are difficult to make because each campus will have to develop programs based on its own mission and resources.

Different kinds of potential programs that will benefit especially women or minorities may include: those designed for teaching basic skills; special recruiting programs which will benefit women as they relate to sex-stereotyped fields and which will benefit minorities as they relate to general or graduate education; the development of child-care programs; and exchange programs with predominately black colleges involving faculty, students, and administrators.
h. Equal Educational Opportunity

In conformance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, regulations promulgated pursuant to those laws, other applicable laws, and regulations, the University will not discriminate on grounds of race, color, sex, national origin, or any other factor prohibited by law in providing any educational or other benefits or services of the University.

The University is committed to the proposition that the proportions of minorities and women in its student population should be increased in specific areas of study in order to assure their representation in future labor markets for positions which are desirable with respect to career potential—both with the University and elsewhere.

To that end, the University will undertake a practice of affirmative recruitment of students from the protected classes through such procedures as visiting schools that have large concentrations of those groups in their student bodies, including adequate representation of minorities and women in promotional literature of the University, and encouraging minorities and women from the University to speak at events such as career days sponsored by schools and other organizations.

Individual acts of unlawful discrimination by faculty, administrative officers, and other employees in the University's treatment of students, in the teacher/student relationship, and otherwise shall be regarded as actionable under established grievance procedures. Such acts include, but are not limited to, defamatory statements made by faculty members in class, or other employees in the course of their work, which demean or insult individuals because of their race, sex, national origin, or other relevant characteristics.

Reference: BRUN, Minutes, 44, p. 107 (February 16, 1980).

**RP-3.2 Compensation for Services Rendered**

**RP-3.2.1 Retirement Plan and Options (Repealed)**

University of Nebraska Retirement Plan and Options, adopted September 23, 1961, BRUN Minutes, 24, p. 259, is repealed.


**RP-3.2.2 Deferred Compensation**

If the employee so specifies, authorization is granted by the Board for deferred employee compensation, and approval is given for the University to create a separate account with TIAA-CREF and/or Fidelity Investments for that compensation which is deferred at the employee's option over and above that matched by the University.

RP-3.2.3 Ancillary Groups or Organizations—Group Insurance Plan

The following designated persons representing groups or organizations ancillary to the University are eligible for participation in the University Group Insurance Plan. No University of Nebraska contribution to any such person’s premium cost will be made, and each ancillary group or organization or its individual members will arrange for payment of premiums with the appropriate University benefits manager. The designated persons authorized for participation are members and former members of the Board of Regents, employees of the University of Nebraska Alumni Associations, University Technology Development Corporation, NUTech Ventures, UNeMed Corporation, Peter Kiewit Technology Development Corporation, and the National Strategic Research Institute.

BRUN, Minutes, 38, p. 51 (March 22, 1975).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 63, p. 181 (October 19, 2001).  
BRUN, Minutes, 71, p. 61 (March 15, 2013).  
BRUN, Minutes, 71, p. 87 (November 14, 2013).

RP-3.2.4 Health Care Benefits for Federal Appointments

Academic-administrative and managerial-professional employees, working in Cooperative Extension, who currently have a federal civil service appointment, are eligible to participate in the federal employees’ health benefits program. The University participates in the premium costs of this program using general current funds.

While civil service appointments are no longer being offered to new Cooperative Extension employees, persons currently holding federal civil service appointments and transferring into the Cooperative Extension program may continue to hold their civil service appointments and participate in the federal employees’ health benefits program.

BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-3.2.5 Incentive Programs

1. Legal Authority
   a. Article VII, Section 10, of the Constitution of the State of Nebraska and Neb. Rev. Stat., § 85-106 relating to the power of the Board of Regents to fix compensation of University employees.
   b. Section 3. of the Bylaws of the Board of Regents relating to compensation paid to members of the professional staff.

2. Purpose

The purpose of this policy is to encourage the development of new ideas and initiatives by faculty and staff that result in enhancing the economy and efficiency of University programs. The savings or additional revenues resulting from such efforts will be used to (a) enhance and improve the quality of operations and academic programs and (b) reinvest in the unit responsible for achieving savings or additional revenue.
3. Establishment of Incentive Programs

Each campus and the Central Administration may develop and present to the Board of Regents for consideration and approval an incentive program providing for the payment of monetary rewards to individuals and organizational units responsible for development of extraordinary initiatives or ideas that result in savings or additional revenue to the University. Each such program should establish a procedure which will insure that each monetary reward reflects the value and significance of the savings or additional revenue generated. Any monetary reward pursuant to an incentive program shall be made at the sole discretion of the University on a one-time basis.

4. Reports

The Board of Regents shall be informed annually by each major administrative unit and the Central Administration of all demonstrable, actual dollar savings (exclusive of utility savings) or additional revenues realized from new ideas or initiatives put into effect. The report shall include a description of the new idea or initiative, the amount of savings realized, and the manner in which savings or additional revenues were reinvested in the originating unit and reallocated to enhance or improve academic programs.

Reference: BRUN, Minutes, 52, pp. 117 (January 17, 1987).

RP-3.2.6 Employee and Dependent Scholarship Programs

RP-3.2.6.1 Employee and Dependent Scholarships—Undergraduate Credit

A. Employee Undergraduate Scholarship Program

Pursuant to Section 3.7 of the Bylaws of the Board of Regents of the University of Nebraska, the following regulations shall apply to the Employee Undergraduate Scholarship Program:

1. Eligibility for Employee Undergraduate Scholarship Program

a. All full-time (1.00 F.T.E.) employees of the University are eligible to apply.
b. All retired employees of the University who have met the normal retirement regulations are eligible to apply.
c. Employees must be admitted students of the University and must have met all normal academic requirements for the courses taken.
d. The Employee Undergraduate Scholarship Program is not available to employees on leave of absence without pay.
e. The Employee Undergraduate Scholarship Program is not available to employees whose anticipated employment period is less than six months.
f. The Employee Undergraduate Scholarship Program is not available to employees who are Participants in the Employee Graduate Scholarship Program. However, in further explanation, any annual Employee Graduate Scholarship Program credit hour benefit not fully used by the employee Participant shall be available for the transfer to an Eligible Beneficiary under the Dependent Undergraduate Scholarship Program.

2. Terms and Conditions

a. The granting of Employee Undergraduate Scholarships is subject to openings in the
specific classes in which the employee intends to enroll. If the reduction or withdrawal of this privilege is necessitated by the lack of funds, such reduction or withdrawal shall apply to all classes of employees on a University-wide basis, and timely notice of this action shall be provided to all employees.

b. The benefits set forth in this RP 3.2.6.1 apply only to undergraduate academic credit courses being offered at any unit of the University of Nebraska. These courses may be taken for credit or audit.

c. The Employee Undergraduate Scholarship Program shall provide tuition equal to the University's resident tuition charge per semester credit hour.

d. Employees whose applications have been approved shall pay all normal admission and matriculation fees, including lab fees and course fees, but not University Program and Facilities Fees. Employees shall also pay all usual course-related costs such as books and supplies.

e. The program is limited to no more than fifteen (15) credit hours in any 12-month period (August through July) and is normally restricted to no more than six (6) credit hours per semester.

f. Employees eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the Employee Undergraduate Scholarship Program. If the employee's costs are not entirely covered by the other programs, the Employee Undergraduate Scholarship Program shall allow for the difference up to the maximum established herein.

g. Employees will be billed for their tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.

h. If any Employee receives funds from one or more University or University of Nebraska Foundation sources, which funds are used to pay for any educational expenses related to the courses taken under this program, such funds will be treated as outside the scope of this program, and the University will treat such additional benefit as additional wage income to the Employee in the year received.

3. Class Attendance

a. Normally, employees taking advantage of the Employee Undergraduate Scholarship Program will enroll in classes held during nonworking hours.

b. If the course(s) is (are) not scheduled during nonworking hours, the Employee's hours may be rearranged, with the appropriate approvals, to accommodate enrollment.

B. Dependent Undergraduate Scholarship Program

Employees who meet the Employee Undergraduate Scholarship Program employment eligibility conditions may elect to transfer all or part of their employee scholarship benefit to (1) the employee’s spouse; (2) one or more dependent children of the employee and/or the employee’s spouse; (3) the employee’s Adult Designee; or (4) one or more dependent children of such Adult Designee. (Hereinafter, these persons will be referred to collectively as “Eligible Beneficiaries”).

1. Definitions

The following definitions shall apply to the Dependent Scholarship Program:

RP-56  Chapter 3. Terms and Conditions of Employment
a. Spouse shall be an employee’s husband or wife, as recognized by the State of Nebraska.

b. An individual shall qualify as an Adult Designee if all of the following criteria are met:
   
i. The individual is not the spouse of the employee;

   ii. The individual has resided in the same domicile with the employee for at least the past consecutive twelve (12) months and intends to remain so indefinitely;

   iii. The individual is at least nineteen (19) years of age;

   iv. The individual is directly dependent upon, or interdependent with, the employee sharing a common financial obligation. Acceptable documentation shall include:

      A. Any Internal Revenue Service form listing the Adult Designee as a dependent, or

      B. Any three (3) of the following four (4) documents:

         (1) A joint loan obligation, mortgage, or lease, or joint ownership of a vehicle;

         (2) An employee life insurance policy, retirement benefits account, or will designating the Adult Designee as beneficiary thereto, or will of the employee or the Adult Designee which designates the other as executor;

         (3) A mutually granted power of attorney for purposes of healthcare or financial management; or

         (4) Proof of a joint bank or credit account showing the employee or Adult Designee is authorized to sign for purposes of the other’s bank or credit account.

   v. The employee signs and files with human resources a sworn statement with attached documentation listed in subsection iv.A or iv.B of this subsection, which statement attests to the authenticity and truthfulness of the documents and the veracity of statements that the Adult Designee is nineteen (19) years of age or older and financially dependent or interdependent with the employee;

   vi. The employee has not withdrawn the sworn statement set forth in subsection B.v.

   vii. The individual is not:

      A. A person hired or directly supervised by the employee in an employment setting;

      B. A person the employee may transfer, suspend, lay off, recall, promote discharge, assign reward, or discipline as an employee;

      C. A person for whom the employee has the responsibility to direct or adjust grievances, or effectively recommend any such action, if the exercise of such authority is not merely of a routine or clerical nature but requires the use of independent judgment;
D. A person related to either the employee or the employee’s spouse as follows:

1. Parents.
2. Parents’ collateral descendants (siblings, nieces, nephews).
3. Grandparents and their descendants (aunts, uncles, cousins).
4. Renters, boarders, tenants, employees.
5. Children (Children of employees or Adult Designees may qualify for Dependent Scholarship Program benefits as dependent children, but not as Adult Designees).

c. Dependent child shall mean any naturally born child, legally adopted child, stepchild, or ward of an employee or Adult Designee who (i) is unmarried and under twenty-four (24) years of age, and (ii) is chiefly dependent on the employee or the Adult Designee for support (claimed as a dependent for tax purposes).

2. Eligibility for Dependent Scholarship Program

a. All regular full-time (1.00 F.T.E.) employees of the University who meet the employment eligibility requirements of the Employee Undergraduate Scholarship Program may transfer up to a total of fifteen (15) credit hours per year (August through July) to one or more Eligible Beneficiaries. Such transfer shall be at tuition rates equal to the University’s resident tuition charge per semester credit hour at the campus of attendance.

b. The Dependent Scholarship Program is only available to an Eligible Beneficiary who is an admitted student of a University of Nebraska campus and who has met all the normal academic requirements of the course(s) taken. Full-time student enrollment status is required for a dependent child to be eligible, but not for a spouse or Adult Designee. An affidavit will be required to document the status of dependent children. The University reserves the right to request copies of tax returns or other supporting documentation.

c. All retired employees of the University who have met the normal retirement regulations may apply the Dependent Scholarship Program to one or more Eligible Beneficiaries.

3. Terms and Conditions

a. The Dependent Scholarship Program will be limited to undergraduate academic credit courses at any campus of the University of Nebraska.

b. The Dependent Scholarship Program shall provide tuition equal to the University’s resident tuition charge per semester credit hour at the campus of attendance, subject to the limitations listed in subsection (e) below.

c. Eligible Beneficiaries whose applications have been approved shall pay all normal admission and matriculation fees including lab fees, course fees, UPFF fees, and all usual course-related costs such as books and supplies.

d. The maximum number of credit hours that may be transferred by an employee to one or more Eligible Beneficiaries will be the equivalent of fifteen (15) semester credit hours in any 12-month period (August through July) and is restricted to no more than nine (9) hours per semester.
e. Eligible Beneficiaries who are eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the Dependent Scholarship Program. If the Eligible Beneficiary's tuition costs are not entirely covered by the other programs, the Dependent Scholarship Program shall allow for the difference up the maximum established herein.

f. Employees will be billed for an Eligible Beneficiary's tuition if they resign from University employment and the effective date of the resignation occurs during the first thirty (30) days after classes have commenced.

g. Employees may incur income tax on the value of the Dependent Undergraduate Scholarship Benefit awarded, especially in cases where the benefit is transferred to an individual not considered a dependent of the employee for income tax reporting purposes. Employees may wish to seek tax advice prior to receiving the benefit described in this program.

RP-3.2.6.2 Employee Scholarships for Graduate Credit

1. Establishment and Purpose of Plan

a. The University of Nebraska (the "University") hereby establishes this Plan for the purpose of providing tax benefits related to the furnishing of educational assistance to eligible employees.

b. It is the intention of the University that the educational assistance provided under the Plan be eligible for exclusion from a Participant’s gross income to the maximum extent possible under Section 127(a) of Code and under any applicable provisions of the Nebraska state tax laws. The University presently provides, and will continue to provide, to its employees a variety of other benefits, some of which may qualify for exclusion from gross income under provisions other than section 127 of the Code. The educational assistance offered under this Plan is provided in addition to such other benefits, which shall not constitute a part of this Plan.

2. Definitions for Purposes of RP-3.2.6.2

a. “Benefits” means the payment, reimbursement, or waiver of tuition costs. Participants whose applications have been approved for this Plan shall pay all normal admission and matriculation fees, including lab fees and course fees, but not University Program and Facilities Fees, which shall be waived. Employees shall also pay all usual course-related costs such as books and supplies and equipment. In addition, Benefits do not include the payment, reimbursement, or waiver of costs related to tools or supplies which may be retained by the Participant after completion of an Educational Course, or meals, lodging, or transportation incidental to taking an Educational Course.


c. “Educational Course” means any University graduate level course of a kind normally taken by an individual pursuing a program leading to a law, business, medical, or other advanced academic or professional degree. Educational Courses do not include either (a) undergraduate courses, or (b) courses that instruct the Participant in any sport, game, or hobby, unless such courses are required as part of a graduate degree program.

d. “Employer” means the University of Nebraska.

e. “Participant” means full-time (1.00 F.T.E) employees, and retired employees of the Employer who have met the normal retirement regulations. Employees (a) who are on a
leave of absence without pay, (b) whose anticipated employment period is less than six months, or (c) who are participating in the Employee Undergraduate Scholarship Program, do not qualify as Participants.

f. “Plan” means the University of Nebraska Section 127 Educational Assistance Plan, as set forth in this RP-3.2.6.2.

g. “Plan Administrator” means the University’s Senior Vice President for Business and Finance, or such successor position, and those individuals employed by the University to whom the Senior Vice President for Business and Finance has delegated authority for the administration of the Plan.

h. “Plan Year” means the 12-month period commencing January 1 and ending on December 31.

3. Eligibility

a. Every Participant is eligible to receive Benefits under the Plan, subject to the limitations set forth in Section 4. below.

b. A Participant shall cease to be eligible to receive Benefits on the date that the person is no longer a Participant. If, however, such person is receiving Benefits at the time that the person becomes ineligible, he or she will remain eligible for Benefits under the Plan until the end of the semester or other academic term in which eligibility terminates.

4. Limitations on Benefits

a. If any Participant receives during a Plan Year funds from one or more University or University of Nebraska Foundation sources, which funds are used to pay for any educational expenses related to the Educational Courses taken under this Plan, such funds will be treated as outside the scope of this Plan, and the University will treat such funds as additional wage income to the Participant in the Plan Year received.

b. In no event shall a Participant be entitled to receive any Benefits under this Plan in lieu of cash or any other taxable compensation that he or she might otherwise be entitled to receive from the Employer.

c. In any Plan Year during which a person is a Participant in the Plan, the Participant shall be eligible to receive Benefits under the Plan valued at no more than $5,250 (or such greater or lesser amount as may be subsequently permitted under section 127 of the Code).

d. The Plan is intended not to discriminate in favor of highly compensated employees (as defined in section 414(q) of the Code) as to eligibility to either participate in the Plan or receive Benefit distributions from the Plan, and the Plan will in all respects comply with the requirements of sections 127(b)(2) and (3) of the Code and the underlying Treasury regulations. If, in the judgment of the Plan Administrator, the operation of the Plan in any calendar year would result in such discrimination, the Plan Administrator shall select and exclude from participation in the Plan such Participants as shall be necessary to ensure that, in the judgment of the Plan Administrator, the Plan does not discriminate.

e. If any Benefits under this Plan become taxable to the Participant for any reason, including a result of nondiscrimination tests or payment of Benefits in excess of statutory limits, any employment tax withholding owed with respect to the taxable portion of any Benefits shall be deducted from the Participant’s other compensation in the same calendar year in which the Benefits are provided.
f. The Benefits provided hereunder are subject to openings in the specific classes in which
the Participant intends to enroll. If the reduction of withdrawal of this privilege is
necessitated by a lack of funds, such reduction or withdrawal shall apply to all classes of
Participants on an Employer-wide basis, and timely notice of this action shall be provided
to all Participants.

g. The Benefits provided hereunder apply only to academic credit courses being offered at
any unit of the Employer. These courses may be taken for credit or audit.

h. The tuition benefit provided under the Plan shall be equal to the Employer’s resident
tuition charge per semester credit hour.

i. Participants whose applications have been approved shall pay all admission and
matriculation fees, including lab fees and course fees, and all course-related costs such as
books and supplies, but shall not be required to pay University Program and Facilities
fees.

j. The tuition benefit provided under this Plan is limited to no more than fifteen (15) credit
hours in any Plan Year and is normally restricted to no more than six (6) credit hours per
semester.

k. Participants will be billed for their tuition cost if they resign from being employed by the
Employer and the effective date of resignation occurs during the first thirty (30) days after
classes have commenced.

l. Normally, Participants taking advantage of the Benefits under this Plan will enroll in
classes held during nonworking hours, and if the course(s) is (are) not scheduled during
nonworking hours, the Participant’s hours may be rearranged, with the appropriate
approvals, to accommodate enrollment.

5. Plan Administrator

a. The Plan Administrator shall have authority and responsibility to take any reasonable
actions necessary to control and manage the operation and administration of this Plan
under rules applied on a uniform and nondiscriminatory basis to all Participants, including
retaining an independent company to perform administrative services such as Plan
recordkeeping or Benefit reimbursement.

b. The Plan Administrator shall give reasonable notice of the availability and terms of the
Plan to such persons who are eligible to be Participants.

6. Miscellaneous

a. All Benefits provided under this Plan shall be funded by the Employer in a manner that
the Employer shall deem appropriate.

b. This Plan may be amended or terminated at any time by the Employer, provided,
however, that any termination or amendment shall not affect the right of any Participant to
claim an award for which he or she may have qualified prior to such termination or
amendment.

c. The University’s Director of University Accounting shall be responsible for preparing and
filing the Annual Return/Report of Employee Benefit Plan (Form 5500) to report all
required information concerning the Plan.
d. This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant. Nothing contained in this Plan shall be deemed to give any Participant the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant at any time regardless of the effect which such discharge shall have upon him or her as a Participant of this Plan.

e. This Plan shall be construed and enforced according to the laws of the State of Nebraska, other than its laws respecting choice of law, to the extent not preempted by any federal law.

f. RP 3.2.6.2 represents the entire Plan. No other employee benefit plan is, or may hereafter be maintained by the Employer as, part of this Plan, unless the Plan is amended in accordance with the rules governing amendment of the Regents Policies.

BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 63, p. 157 (June 23, 2001).
BRUN, Minutes, 71, p. 65 (March 15, 2013). Corporation Secretary Revision: Amended in accordance with authority granted to the President in agenda item IX-B-6 on June 8, 2012.

**RP-3.2.7 Operating Policy for the University of Nebraska General and Automobile Liability Self-Insurance Program**

1. **General**

1.1 **Purpose.** The Board of Regents of the University of Nebraska (the "University") is a public body corporate and agency of the State of Nebraska, organized and existing under the Constitution and laws of the State of Nebraska. The University is authorized by Neb. Rev. Stat. Sections 85-1,126 and 85-1,127 to establish and maintain a General Risk-Loss Trust for the purpose of providing a mechanism for funding a program to pay for certain liability and property losses and expenses, and to provide for the legal defense of commissioned law enforcement officers employed by the University who are charged with criminal offenses or subjected to grand jury proceedings as a direct result of performance of duties within the scope of employment by the University. This Operating Policy establishes the University of Nebraska General and Business Automobile Liability Self-Insurance Program (the "Program") which shall provide self-insurance coverage for certain liability losses and property losses and expenses and Police Officer Criminal Defense Claims which may from time to time be incurred by the University and which are not otherwise covered by insurance. The types of losses or claims covered and the limits of self-insurance coverage provided by the Program are as set forth in the STATEMENT OF GENERAL SELF-INSURANCE COVERAGE and the STATEMENT OF BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE attached to this Operating Policy as Addendum "A" and Addendum "B" and by reference incorporated herein.

1.2 **Establishment of the General Risk-Loss Trust.** Contemporaneous with the approval of this Operating Policy by the Board of Regents, the University shall enter a General Risk-Loss Trust Agreement (the "Trust Agreement") with a Trustee. The Trust Agreement shall formally establish the General Risk-Loss Trust for the purpose of funding the Program in accordance with this Operating Policy.

1.3 **Program Duration.** The Program established by this Operating policy shall remain in force and effect until changed or discontinued by action of the Board of Regents.
2. Program Administration

2.1 Management Responsibility. The Vice President for Business and Finance shall have general responsibility for administration and management of the Program.

2.2 Principal Office and Records. The principal office of the Program shall be located at Varner Hall, University of Nebraska, 3835 Holdrege Street, Lincoln, Nebraska 68583-0742. All records relating to operation of the Program shall be maintained under the custody of the Vice President for Business and Finance at said address.

2.3 Claims Settlement Authority. The Vice President for Business and Finance or his or her designee shall, upon the recommendation and concurrence of the General Counsel, have authority to approve settlement of claims and suits covered by the Program. The Vice President for Business and Finance shall issue a written administrative policy and procedure setting forth the process for review and approval of settlements of claims and suits covered by the Program.

2.4 Claims Administration. The Vice President for Business and Finance shall issue such written administrative policies as he or she may determine to be necessary to insure that adequate controls are implemented to prevent misuse of funds in the General Risk-Loss Trust and that proper documentation is maintained with respect to all claims transactions. Day to day claims administration will be conducted under the direction of the Vice President for Business and Finance and shall include:

(a) Coordinating claims settlement;
(b) Initiating withdrawals from the General Risk-Loss Trust;
(c) Publishing loss runs;
(d) Reporting claims to proper authorities;
(e) Insuring prompt payment of approved claims; and
(f) Coordinating a University-wide loss control program.

2.5 Program Coordination. The Vice President for Business and Finance or his or her designee shall coordinate administration of the Program with other parties engaged by the University to assist in claims management or to provide legal services.

2.6 Monitoring of Investments. The Vice President for Business and Finance shall have responsibility for monitoring investments made by the Trustee under the General Risk-Loss Trust to insure compliance with the General Risk-Loss Trust Agreement and this Operating Policy.

2.7 Legal Services. The General Counsel shall evaluate claims and suits requiring legal representation under the Program. He or she shall be responsible for providing legal services in defense and settlement of any claims or suits covered by the Program either through the Office of the General Counsel or by engaging outside counsel to provide such legal services. Any billing statement for fees of outside counsel shall not be paid until the same has been approved by the General Counsel.

2.8 Claims Status and Disposition Reports. The General Counsel shall annually prepare and deliver to the President and the Board of Regents a written report of the status and disposition of claims and suits covered by the Program.
3. Financial Guidelines for the Program

3.1 Use of the General Risk-Loss Trust. The Vice President for Business and Finance or his or her designee is authorized to direct the payment of funds from the General Risk-Loss Trust for the purpose of paying on behalf of the University and those persons, entities and organizations also insured under the Program all sums for losses and expenses covered by the Program up to the stated limits of the self-insurance coverage of the Program as stated in Addendum "A" AND Addendum "B", but only when such losses or expenses are not otherwise covered by valid and collectible insurance covering a Liability Occurrence as defined in the STATEMENT OF GENERAL SELF-INSURANCE COVERAGE or an Accident as defined in the STATEMENT OF BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE for the Program.

3.2 Maintenance of Adequate Funds and Reserves in the Trust Fund. The Vice President for Business and Finance shall insure that adequate funds are deposited and maintained in the General Risk-Loss Trust to pay claims and associated expenses, and operational costs incurred in administration of the Program, including maintenance of a surplus at all times. Adequate funding shall include maintenance of adequate reserves for reported claims and cases, loss adjusting expenses, and reserves for incurred-but-not-reported claims (IBNR).

3.3 Budget Allocations for the Program. In accordance with Section 3.4 of this Operating Policy, the Vice President for Business and Finance shall determine, not later than thirty (30) days prior to the beginning of each fiscal year of the University, the minimum amount of funds to be maintained in the General Risk-Loss Trust in order to implement the Program for the ensuing fiscal year. Each annual budget of the University shall include an equitable allocation of funds from the University of Nebraska-Lincoln, the University of Nebraska at Kearney, the University of Nebraska Medical Center, the University of Nebraska at Omaha and the Nebraska College of Technical Agriculture to be deposited in the General Risk-Loss Trust to insure that adequate funding and reserves are maintained in the Trust to pay claims, associated expenses, and operational costs of the Program.

3.4 Actuarial Evaluation. Prior to making each annual budget allocation for the General Risk-Loss Trust as provided by Section 3.3 of this Operating Policy, the Vice President for Business and Finance or his or her designee shall obtain an actuarial or loss-reserve specialist's opinion which shall indicate the level of funding required for the Trust to carry out its dedicated purpose for the fiscal year beginning on the next July. Each such evaluation shall include the following information:

(a) Development of expected loss costs of the Program based on similar experience;

(b) Estimation of the University's losses at retention limits; and

(c) Recommendation as to the University's funding needs for the Program.

3.5 Board Action in the Event of Inadequate Funds for Program Operation. If at any time the Vice President for Business and Finance in the exercise of his or her professional judgment shall conclude that there are not adequate funds in the General Risk-Loss Trust to carry out the Program, such conclusion shall be reported to the President and the Board of Regents together with his or her recommendation for such action by the Board as may be appropriate and necessary under the circumstances to assure payment of claims and associated expenses, and operational costs in future operation of the Program.
3.6 **Investment of Trust Funds.** The Trustee shall be required by the Trust Agreement to invest funds held in the Trust in securities and property as shall from time to time be legal investments for funds of the University.

3.7 **Defense and Settlement of Claims.** Claims covered by the Program shall be processed and acted upon in accordance with a claims administration policy approved by the Vice President for Business and Finance. The University, as administrator of the Program, shall:

(a) Defend any claim or suit expressly covered by the Program, even if such claim or suit is groundless, false or fraudulent; but the University may make such investigations and settlement of any claim or suit as it deems expedient;

(b) Pay all premiums and bonds to release attachments for an amount not in excess of the applicable limit of coverage provided by the Program, and pay all premiums on appeal bonds required in any suit defended under the Program, but without obligation to apply for or furnish any such bond;

(c) Pay any civil money judgment, except any judgment or part of a judgment which is for punitive damages, and expenses incurred in the defense of any claim or suit covered by the Program, including all costs and attorneys fees taxed against a covered person or entity named in any such suit, and all interest accruing after entry of judgment until the Program has paid or tendered or deposited in court such part of such judgment and expenses as does not exceed the limits of coverage provided by the Program in Appendix "A" and Appendix "B", and pay any valid Police Officer Criminal Defense Claim as does not exceed the limits of coverage for such claims provided by the program in Appendix "A";

(d) Reimburse any person or entity covered by the Program for all reasonable expenses incurred in defense and settlement of any claim or suit covered by the Program, except loss of earnings.

3.8 **Other Expenses.** The Vice President for Business and Finance may in the exercise of his or her discretion direct that the following expenses be paid from the Trust:

(a) Expenses related to administration of the Program, including educational training of University employees relating to defense and settlement of claims, claims administration and risk reduction.

(b) Costs and expenses of the Office of the University General Counsel for legal services for defense and settlement of claims.

(c) Expenses for attorneys fees and costs for defense of administrative or civil claims against the University that are not covered by the Program.

**ADDENDUM "A"**

**STATEMENT OF GENERAL SELF-INSURANCE COVERAGE PROVIDED BY THE UNIVERSITY OF NEBRASKA GENERAL AND BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM**

The self-insurance coverage provided by the University of Nebraska Statement of General Self-Insurance Coverage shall be as provided below.

I. **Definitions.** The following definitions shall apply for the purposes of this Statement of General Self-Insurance Coverage:
(1) "Automobile" shall mean a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment. "Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on a premises owned or rented by the University, including the ways immediately adjoining such premises, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to the following types of equipment, forming an integral part of or permanently attached to such vehicle: Power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air compressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment.

(2) "Civil Rights Claim" shall mean (a) any claim against the University or (b) any claim against an employee of the University or a student in training accepted for defense pursuant to Section 6.8 of the Bylaws of the Board of Regents, either of which is based in fact upon alleged unlawful denial of civil rights guaranteed to a claimant under the Constitution of the United States, any federal law or regulation, the Constitution of the State of Nebraska, or any law or regulation of the State of Nebraska, and for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States.

(3) "Claim", except Police Officer Criminal Defense Claim, shall mean a written communication received by an insured stating (a) an intention to hold the insured responsible for damages arising out of an occurrence for which coverage may be provided under the Program, (b) a demand for money, or (c) service of suit.

(4) "Contract Claim" shall mean any claim against the University, an employee of the University or a student in training, involving a dispute regarding a contract between the University and the claimant for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States; provided, however, contract claim shall exclude any claim or civil action involving a dispute regarding a contract covered by the State Employees Collective Bargaining Act and any claim or civil action covered under the University of Nebraska Medical Liability Risk-Loss Program.

(5) "Damages" in regard to any liability occurrence shall mean the sum or sums of money an insured shall become legally obligated to pay on account of a liability occurrence, including court costs and attorney fees, BUT EXCLUDING ANY SUM OR SUMS OF MONEY DESIGNATED OR IDENTIFIED AS PUNITIVE DAMAGES.

(6) "Educators' Legal Liability Claim" shall mean (a) any claim against the University, or (b) any claim against an employee of the University or student in training, accepted for defense under Section 6.8 of the Bylaws of the Board of Regents, for an alleged error or omission or misleading statement or act or omission or neglect or breach of duty, including misfeasance, malfeasance and nonfeasance, by an employee of the University or student in training in the performance of duties for the University, and for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States.

(7) "Employee of the University" shall mean any one or more of the officers or employees of the University while acting within the scope of their office or employment, and shall include (a) any one or more of the duly elected members of the Board of Regents or any one or more of the members of any duly constituted University governing, extension or advisory board, commission or committee when they are acting in their official capacity, and (b) any volunteer worker for the University when acting within the scope of their volunteer work; provided, however, employee
shall not be construed to include any person or entity deemed to be an independent contractor of the University.

(8) “Fiscal Year” shall mean the fiscal year of the University of Nebraska, beginning on July 1 and extending through June 30.

(9) “Insured” shall mean (a) the University, (b) an employee of the University as defined in subsection (7) of this section, (c) a student in training as defined in subsection (15) of this section, or (d) a commissioned law enforcement officer employed by the University performing duties within the scope of employment as provided in subsection (12) of this section.

(10) “Liability Occurrence” shall mean an occurrence giving rise to a claim which is brought against an insured in the form of (a) a tort claim, (b) a contract claim, (c) a civil rights claim, (d) an unlawful discrimination claim, or (e) an educators’ liability claim.

(11) “Occurrence” shall mean the event, incident, or happening, and the acts or omissions incident thereto, which are alleged by a claimant or a claimant’s representative to have proximately caused injuries, damages or loss for which reimbursement is or may be claimed. All exposure to a certain condition or related conditions and all damages involving or arising out of the same product, completed operation, act, or omission, regardless of the frequency or repetition thereof or the number of claimants shall be considered a single occurrence.

(12) “Police Officer Criminal Defense Claim” shall mean a written request submitted to the University by a law enforcement officer commissioned under the laws of the State of Nebraska for legal defense of a criminal action or proceeding brought against the law enforcement officer, arising directly out of the law enforcement officer’s activities within the scope of employment by the University1, including grand jury proceedings.

(13) “Program” shall mean the University of Nebraska General Self-Insurance Program.

(14) “Property Loss Occurrence” shall mean an occurrence of physical injury to, or destruction or loss of tangible property of the University, including loss of use of tangible property of the University resulting from physical injury thereto or destruction or loss thereof.

(15) “Student in Training” shall mean any student enrolled in a program of the University when the student is acting for or on behalf of the University or when rendering services to another as part of his or her teaching or training by the University, but shall not include any student while participating in practice or competition as a member of a University intercollegiate athletic team. The phrase “acting for or on behalf of the University” in regard to a student in training shall mean only when a student is acting under the direction and supervision of an employee of the University in a specified capacity as a representative of the University pursuant to an express appointment or designation of the student by name in such capacity made in writing by an employee of the University duly authorized to make such appointment or designation.

(16) “Tort Claim” shall mean any claim against the University, an employee of the University or a student in training for money only on account of damage to or loss of property or on account of personal injury or death caused by the negligent or wrongful act or omission of the employee or the student in training, and for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States.

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1 For the purposes of a Police Officer Criminal Defense Claim the term "within the scope of employment by the University" means all law enforcement activities authorized or required by the law enforcement officer’s University employment, whether on duty or technically off duty.
(17) "University" shall mean and include (a) the Board of Regents of the University of Nebraska, a public body corporate, (b) the University of Nebraska, (c) any University campus of the University of Nebraska, (d) any college, institute, school, department, center, or other administrative or academic subdivision of the University of Nebraska or any University campus thereof, including the Nebraska College of Technical Agriculture, (e) any organization formed under Neb. Rev. Stat., Section 2-1603, as amended, and recognized under said section by the University of Nebraska Cooperative Extension Service as an official body for doing extension work in agriculture and home economics, and (f) any entity formally recognized by the Board of Regents as an ancillary organization of the University and approved in writing by the Vice President for Business and Finance for coverage under the Program.

(18) "Unlawful Discrimination Claim" shall mean (a) any claim against the University or (b) any claim against an employee of the University or student in training, accepted for defense pursuant to Section 6.8 of the Bylaws of the Board of Regents, either of which is based in fact upon an alleged violation of any federal or state law or regulation proscribing unlawful discrimination relating to employment by the University or relating to denial of services or access to programs or facilities by the University, and for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States.

II. Self-Insurance Coverage. The Program shall provide the following self-insurance coverage:

(1) Coverage for Liability Occurrences. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay on behalf of the insured during each fiscal year all sums which the insured shall become legally obligated to pay as damages for liability occurrences up to limits of $1,000,000 per liability occurrence and $3,000,000 in the aggregate of liability occurrences in any fiscal year. UNDER NO CIRCUMSTANCES SHALL THE PROGRAM BE LIABLE FOR MORE THAN $1,000,000 PER LIABILITY OCCURRENCE OR MORE THAN $3,000,000 IN THE AGGREGATE OF LIABILITY OCCURRENCES IN ANY FISCAL YEAR BY REASON OF THIS SELF-INSURANCE COVERAGE FOR LIABILITY OCCURRENCES.

(2) Coverage for Property Loss Occurrences. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay to the University during each fiscal year all sums constituting the casualty damages incurred by the University as a result of property loss occurrences in excess of $2,000 per occurrence up to limits of $500,000 per property loss occurrence and $1,000,000 in the aggregate of property loss occurrences in any fiscal year. UNDER NO CIRCUMSTANCE SHALL THE PROGRAM BE LIABLE FOR MORE THAN $500,000 PER PROPERTY LOSS OCCURRENCE AFTER PAYMENT OF THE $2,000 DEDUCTIBLE AMOUNT OR MORE THAN $1,000,000 IN THE AGGREGATE OF PROPERTY LOSS OCCURRENCES IN ANY FISCAL YEAR BY REASON OF THIS SELF-INSURANCE COVERAGE FOR PROPERTY LOSS OCCURRENCES.

(3) Coverage for Police Officer Criminal Defense Claims. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay on behalf of a commissioned law enforcement officer (i) charged with a criminal offense arising directly out of the law enforcement officer's activities within the scope of employment by the University, or (ii) subject to a grand jury proceeding arising directly out of the law enforcement officer's activities with the scope of employment by the University all sums which the law enforcement officer shall become legally obligated to pay as expenses for legal services up to limits of $1,000,000 per occurrence resulting in one or more such criminal charges or grand jury

2 For the purposes of Police Officer Criminal Defense Claims, "legal services" shall mean advice, consultation or representation rendered by a licensed attorney to a commissioned law enforcement officer entitled to coverage under this Statement of Self-Insurance, including usual fees and office charges for paralegal assistance, telephone, mailing, copying, telefaxing, travel and similar office expenses, and reasonable reimbursable costs for witness fees and expenses, expert fees and expenses (including consultation), filing fees, court costs and transcript costs.
proceedings. UNDER NO CIRCUMSTANCES SHALL THE PROGRAM BE LIABLE FOR MORE THAN $1,000,000 PER OCCURRENCE RESULTING IN ONE OR MORE SUCH CRIMINAL CHARGES OR GRAND JURY PROCEEDINGS.

III. Exclusions. The self-insurance coverage provided by this Statement of Self-Insurance Coverage shall exclude, and the Program shall not be liable to make payment for, any claim made against an insured:

1. in connection with any loss of inventory of tangible property or mysterious disappearance of tangible property;

2. in connection with or as a result of the ownership, maintenance, operation, use, loading or unloading of automobiles, except this exclusion shall not apply with respect to liability assumed by the University under a contract;

3. in connection with or as a result of any occurrence due to war, whether or not declared, civil war, insurrection, rebellion, or revolution, or any act or condition incident to any of the foregoing;

4. in connection with or as a result of any occurrence for which the insured or any insurance carrier as the insurer of an insured may be held liable under any workers’ compensation, unemployment compensation or disability benefits law, or under any similar law;

5. in connection with or as a result of any bodily injury to any employee of the University arising out or in the course of his or her employment by the University, except this exclusion shall not apply to persons who are not employees of the University subject to the Nebraska Workers’ Compensation Act, and this exclusion shall not apply with respect to liability assumed by the University under a contract;

6. in connection with or as a result of any liability occurrence due to the ownership, maintenance, operation, use, loading or unloading of any aircraft by the University, any employee of the University or any student in training;

7. in connection with or as a result of any liability occurrence covered under the University's Medical Liability Risk-Loss Program, as amended;

8. in connection with or as a result of any liability occurrence giving rise to a claim listed as an exempt claim under Neb. Rev. Stat. Section 81-8,219 of the Nebraska State Tort Claims Act, as amended;

9. in connection with any claim against an employee of the University or against a student in training for an alleged act or omission of the employee or student in training (a) which occurred outside of the scope of employment or training, or (b) which has been determined in accordance with Section 6.8 of the Bylaws of the Board of Regents to constitute malfeasance in office or willful or wanton neglect of duty;

10. in connection with any claim against the University, an employee of the University or a student in training (a) to recover money in the form of a civil penalty or civil fine imposed by an agency other than a court of law, or (b) to recover punitive damages imposed by a court or any other agency; and

11. in connection with or as a result of

   a. any occurrence with respect to which an insured under the Program is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear
Insurance Association of Canada, or would be insured under any such policy but for its termination upon exhaustion of its limits of liability;

(b) any occurrence resulting from hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had the Program not been in effect, would be entitled to indemnity from the United States of America, or an agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(c) any occurrence resulting from the hazardous properties of nuclear material and arising out of operation of a nuclear facility by any person or organization; or

(d) any occurrence resulting from the hazardous properties of nuclear material, if (i) the nuclear material is at any nuclear facility owned or operated by or on behalf of an insured, or has been discharged or dispersed therefrom, (ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or (iii) the liability occurrence arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located in the United States of America, its territories or possessions, or Canada, this exclusion (11)(d) applies only to injury or destruction of property at such nuclear facility; and

As used in this exclusion (11):

"hazardous properties" includes radioactive, toxic or explosive properties;

"nuclear facility" means (i) any nuclear reactor, (ii) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing spent fuel, or handling, processing or packaging waste, (iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material, if at any time the total amount of such material in the custody of an insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, or (iv) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing nuclear facilities described in (i) through (iv) may be located, all operations conducted on any such site, and all premises used for any such operations;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

"property loss occurrence" as used in this exclusion (11) includes all forms of radioactive contamination of property;
"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; and

"waste" means any waste material containing byproduct material other than tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and resulting from the operation by any person or organization of any nuclear facility included under (i) or (ii) of the definition of nuclear facility, above;

(12) in connection with or as a result of any occurrence arising out of or related to (a) asbestos or any asbestos related injury or damage, (b) any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance, or (c) the use, exposure, presence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure; and

(13) in connection with or as a result of any occurrence arising out of any dispersal, disposal, discharge, escape, release or saturation of smoke, vapors, soot, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter; and provided further that this exclusion (13) applies to any claim by whomever and whatsoever made, including, but not limited to, any public, private or governmental person, concern, body, entity agency, office or corporation.

(14) in connection with any Police Officer Criminal Defense Claim, any act or omission which is outside of the scope of the claimant's University employment.

IV. Program Territory. The self-insurance coverage provided to the insured under this Statement of Self-Insurance Coverage applies only to (1) liability occurrences and property damage occurrences during the coverage period within the United States of America, its territories or possessions, or Canada (hereinafter called the "Program territory"), and (2) liability occurrences and property loss occurrences during the coverage period outside of the Program territory only if any such occurrence arises out of activities of persons employed by the University to perform work principally in the Program territory, while outside the Program territory, pursuant to their employment in the business of the University, and subject to the condition that any claims or suits on account of any such occurrence must be brought within the United States of America, or its territories or possessions, and enforced in the courts of the United States of America, or its territories or possessions.

V. Coverage Period. The self-insurance coverage provided to the insured under this Statement of Self-Insurance Coverage shall be in effect from the date this Statement of Self-Insurance Coverage is approved by the Board of Regents until the date such coverage is canceled or modified by the Board of Regents.

VI. Coverage on an Occurrence Basis. The self-insurance coverage provided by the Program shall be on an occurrence basis and shall apply to occurrences taking place during the coverage period.

VII. Non-Severability of Interests. The term "insured" is used herein severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of self-insurance coverage provided by the Program hereunder. The self-insurance coverage afforded hereunder shall apply to each insured against whom a claim or suit is brought.

VIII. Notice of Claim or Suit. If a claim is made or a suit is brought against an insured, the insured shall immediately forward to the Vice President for Business and Finance every demand, notice, summons or other process received by him or her or his or her representative relating to such claim or suit.
IX. **Other Insurance.** The self-insurance coverage provided by the Program as specified in Section II. of this Statement of Self-Insurance Coverage shall be in excess of any valid and collectible insurance naming or providing coverage for the University as an insured party whether such insurance is stated to be primary, pro-rata, contributory, excess, contingent or otherwise, unless such insurance is issued to the University and is written only as specific excess insurance over the limits of self-insurance coverage provided by the program. If any liability occurrence or property loss occurrence is also covered in whole or in part under any excess policy of insurance issued to the University prior to the effective date of the Operating Policy for the Program, the limits of liability coverage provided by the Program by this Statement of Self-Insurance Coverage shall be reduced by any amounts due to an insured on account of any such prior insurance.

X. **Assistance and Cooperation of the Insured.** All entities and persons entitled to the self-insurance coverage by the Program shall cooperate with the University, its Vice President for Business and Finance and its legal counsel in regard to defense of claims or suits covered by the Program, and upon request shall attend conferences with counsel for the University, depositions, hearings and trials, and shall assist in effecting settlement, in securing and giving evidence, in obtaining the attendance of witnesses, and in the conduct of suits. An insured shall not, except at his or her personal expense, voluntarily make any payment, assume any obligation or incur any expense in relation to any occurrence covered by the Program.

XI. **Special Conditions Relating to Police Officer Criminal Defense Claims.**

1. The attorney to provide legal services for any commissioned law enforcement officer who is a claimant entitled to coverage under a Police Officer Criminal defense Claim shall be selected by the claimant subject to approval by the Vice President for Business and Finance and the General Counsel of the University; provided the University shall not be a guarantor in any manner of the skill of any attorney selected by a claimant and approved as provided above.

2. No attorney shall be engaged or compensated by the University for legal services provided to a covered claimant unless such attorney has attested in writing to the Vice President for Business and Finance that the attorney:

   a. is properly authorized to practice law in the authorized jurisdiction;
   b. accepts the hourly fee, expense reimbursement and other compensation arrangements established by the Vice President for Business and Finance; and
   c. accepts the required periodic reporting and billing procedures established by the Vice President for Business and Finance.

3. No attorney shall be engaged or compensated by the University for legal services rendered to a covered claimant unless the attorney has provided proof of the attorney’s coverage under professional legal malpractice liability insurance of at least $100,000 per claim and $300,000 aggregate per policy year, or such greater amount as the Vice President for Business and Finance may deem necessary with respect to a particular representation.

4. No attorney shall be engaged or compensated by the University for legal services rendered to a covered claimant until the attorney has disclosed in writing to the Vice President for Business and Finance the following information:

   a. all attorney disciplinary proceedings to which the attorney or the attorney’s firm are currently subject, or state that there are none;
(b) all legal actions alleging legal malpractice to which the attorney or the attorney’s firm are currently subject, or state that there are none;

(c) all rulings by attorney disciplinary authorities or courts during the preceding five years which resulted in sanctions, including formal and informal reprimands, against the attorney or any firm with which the attorney was associated at the time sanctions were imposed, or state that there are none; and

(d) all legal actions during the preceding five years in which the attorney or any firm with which the attorney was associated was adjudged guilty of or liable for malpractice, or state that there are none.

(5) Any attorney engaged to represent a covered claimant, who will be compensated by the University for legal services rendered to the claimant, shall agree in writing to give written notice to the Vice President for Business and Finance within ten (10) days following the initiation of any attorney disciplinary proceedings or legal actions alleging legal malpractice, which proceedings or actions involve the attorney or the attorney’s firm.

(6) Attorneys performing legal services for covered claimants of a Police Officer Criminal Defense Claim under this Statement of Self-Insurance are not agents or employees of the University. Any Attorney rendering such legal services shall maintain the attorney-client relationship with the covered claimant and is solely responsible to the covered claimant for all legal services provided. The University shall not have the right to interfere with or have the right to control performance of the attorney’s duties. Information which the attorney receives from the covered claimant incidental to the attorney-client relationship shall be confidential and, except for use incidental to the administration of the University’s General Self-Insurance Program, shall not be disclosed without the covered claimant’s consent.

(7) The construction and interpretation of this Statement of Self-Insurance with respect to coverage of claimants making a Police Officer Criminal Defense Claim are vested with the University’s Vice President for Business and Finance in his or her absolute discretion, including, but not limited to, the determination of facts, coverage, benefits, eligibility and other provisions of this Statement of Self-insurance. The Vice President for Business and Finance shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances without discrimination. Except for a claimant’s right of appeal as hereinafter provided, the constructions, interpretations, determinations and decisions of the University’s Vice President for Business and Finance shall be final, conclusive and binding upon all persons having an interest in the University’s General Self-Insurance Program.

(8) The following are the claims reporting and appeal procedures for a Police Officer Criminal Defense Claim:

(a) Any commissioned law enforcement officer who believes he or she is entitled to coverage for a Police Officer Criminal Defense Claim under this Statement of Self-Insurance shall promptly notify the University’s Vice President for Business and Finance of:

(1) any occurrence the commissioned law enforcement officer has reason to believe may result in a claim for benefits;

(2) any communication the commissioned law enforcement officer receives concerning a pending or threatened criminal charge or grand jury proceeding which may result in a claim for benefits; and

(3) any claim for benefits.
(b) Notice must be confirmed in writing within thirty (30) days on a prescribed claim form provided by the University’s Vice President for Business and Finance to be effective.

(c) The University’s Vice President for Business and Finance shall make a decision on any claim for benefits promptly, and not later than thirty (30) days after the Vice President for Business and Finance receives the claim, unless special circumstances require an extension of time for processing. In such a case, a decision shall be made as soon as possible, but not later than one hundred twenty (120) days after receipt of the claim. If the Vice President for Business and Finance denies a claim, in whole or in part, the Vice President for Business and Finance shall send to the claimant a written notice setting forth:

1. the specific reasons for the denial;
2. specific reference to pertinent provisions of the University’s Self-Insurance Program on which denial is based;
3. If applicable, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. an explanation of the appeal procedure whereby the claimant may seek review of the Vice President for Business and Finance’s decision.

(d) Within thirty (30) days of the date upon which the claimant is first notified of any decision of the University’s Vice President for Business and Finance to deny the claimant’s claim, the claimant may appeal the decision of the University’s Vice President for Business and Finance by submitting a written appeal to the University’s Executive Vice President and Provost. The Executive Vice President and Provost shall notify the claimant of his or her decision in writing within forty-five (45) days of receipt of the appeal. Such decision on appeal shall state specific reasons for the decision with references to pertinent provisions of the University’s General Self-Insurance Program. The decision of the Executive Vice President and Provost shall be final, and shall not be subject to further appeal or review.

ADDENDUM "B"

STATEMENT OF BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE PROVIDED BY THE UNIVERSITY OF NEBRASKA GENERAL AND BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM

The self-insurance coverage provided by this University of Nebraska Statement of Business Automobile Liability Self-Insurance Coverage shall be as provided below.

Section I. Definitions

A. “Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage”.

B. “Auto” means a land motor vehicle, “trailer” or semitrailer designed for travel on public roads, but does not include “mobile equipment”.

C. “Bodily injury” means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
D. “Covered Auto” means:

1. Those “autos” owned by the University (and for Liability Coverage any “trailers” the University does not own while attached to power units owned by the University). This includes those “autos” the University acquires ownership of after this Statement of Business Automobile Liability Self-Insurance Coverage begins.

2. Those “autos” the University leases, hires, rents or borrows.

3. Those “autos” the University does not own, lease, hire, rent or borrow while being used for University business. This includes “autos” owned by any Employee of the University, Student in Training, or members of their households, but only while being used for University business.

4. The following types of vehicles are also covered “autos” for Liability Coverage:
   a. “Trailers” with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
   b. “Mobile equipment” while being carried or towed by a covered “auto”.
   c. Any “auto” the University does not own while used with the permission of its owner as a temporary substitute for a covered “auto” owned by the University that is out of service because of its:
      (1) Breakdown;
      (2) Repair;
      (3) Servicing;
      (4) “Loss”; or
      (5) Destruction.

E. “Covered pollution cost or expense” means any cost or expense arising out of:

1. Any request, demand or order; or

2. Any claim or “suit” by or on behalf of a governmental authority demanding that the University or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

“Covered pollution cost or expense” does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of “pollutants”:

a. That are, or that are contained in any property that is:
   (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered “auto”;
   (2) Otherwise in the course of transit by or on behalf of the University;
(3) Being stored, disposed of, treated or processed in or upon the covered “auto”; or

b. Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the University for movement into or onto the covered “auto”; or

c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the University.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts, if:

(1) The “pollutants” escape, seep, migrate, or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and

(2) The “bodily injury”, “property damage” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of “mobile equipment”.

(3)

Paragraphs b. and c. above do not apply to “accidents” that occur away from premises owned by or rented to the University with respect to “pollutants” not in or upon a covered “auto” if:

(1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”; and

(2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

F. “Employee of the University” shall mean any one or more of the officers or employees of the University while acting within the scope of their office or employment, and shall include (a) any one or more of the duly elected members of the Board of Regents or any one or more of the members of any duly constituted University governing, extension or advisory board, commission or committee when they are acting in their official capacity, and (b) any volunteer worker for the University when acting within the scope of their volunteer work; provided, however, employee shall not be construed to include any person or entity deemed to be an independent contractor of the University.

G. “Insured” means (a) the University, (b) an Employee of the University as defined in Section I.F., or (c) a Student in Training as defined in subsection Section I.O. “Insured” also means anyone else while using a covered “auto” with the permission of an Employee of the University except:

1. The owner or anyone else from whom the University hires or borrows a covered “auto”. This exception does not apply if the covered “auto” is a “trailer” connected to a covered “auto” owned by the University.
2. Anyone other than an Employee of the University or a Student In Training, if the covered “auto” is owned by an Employee of the University or a Student in Training or a member of his or her household.

3. Someone using a covered “auto” while he or she is working in a business of selling, servicing, repairing, parking or storing “autos” unless that business is operated by the University.

4. Anyone other than an Employee of the University or Student in Training, while moving property to or from a covered “auto”.

5. Anyone liable for the conduct of an “insured” described above, but only to the extent of that liability.

Except with respect to the Limit of Self-Insurance Coverage in Section II of this Statement of Business Automobile Liability Self-Insurance Coverage, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

H. “Insured contract” means:

1. A lease of premises;

2. A sidetrack agreement;

3. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to University business (including an indemnification of a municipality in connection with work performed for a municipality) under which the university assumes the tort liability of another to pay for “bodily injury” or “property damage” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

6. That part of any contract or agreement entered into, as part of University business, pertaining to the rental or lease, by the University or any Employee of the University or Student in Training of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates the University or any Employee of the University or Student in Training to pay for “property damage” to any “auto” rented or leased by the University or any Employee of the University or Student in Training.

An “insured contract” does not include that part of any contract or agreement:

a. That indemnifies any person or organization for “bodily injury” or “property damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or

b. That pertains to the rental of an “auto” to an Employee of the University or Student in Training, if the “auto” is loaned, leased or rented with a driver; or
c. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for University use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.

I. “Loss” means direct and accidental loss or damage.

J. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises owned or rented by the University;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment”, but will be considered “autos”:
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
K. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum products and their byproducts, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:

1. The University is regularly or otherwise engaged in activities which taint or degrade the environment; or
2. The University uses, generates or produces the "pollutant".

L. "Program" shall mean the University of Nebraska Business Automobile Liability Self-Insurance Program provided in this Statement of the Business Automobile Liability Self-insurance Coverage.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this self-insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which an "insured" must submit or does submit with the Program’s consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which an "insured" submits with the Program’s consent.

O. "Student in Training" means any student enrolled in a program of the University when the student is acting for or on behalf of the University or when rendering services to another as part of his or her teaching or training by the University. The phrase "acting for or on behalf of the University" in regard to a student in training shall mean only when a student is acting under the direction and supervision of an Employee of the University in a specified capacity as a representative of the University pursuant to an express appointment or designation of the student by name in such capacity made in writing by an employee of the University duly authorized to make such appointment or designation.

P. "Temporary worker" means a person who is furnished to the University to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

Q. "Trailer" includes semitrailer.

R. "University" shall mean and include (a) the Board of Regents of the University of Nebraska, a public body corporate, (b) the University of Nebraska, (c) any University campus of the University of Nebraska, and (d) any college, institute, school, department, center, or other administrative or academic subdivision of the University of Nebraska or of any University campus thereof, including the Nebraska College of Technical Agriculture.
S. “Workplace” means that place and during such hours to which the “employee” sustaining "bodily injury" was assigned by the University, or any other person or entity acting on behalf of the University, to work on the date of the “accident”.

Section II. Limit of Business Automobile Liability Self-Insurance Coverage

Subject to the terms, conditions, exclusions and limits of this Statement of Business Automobile Liability Self-Insurance Coverage, the Program shall pay on behalf of the insured during each fiscal year all sums which an insured shall become legally obligated to pay as damages caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto” up to limits of $1,000,000 per Accident and $3,000,000 in the aggregate of Liability Occurrences under the Statement of General Self-Insurance Coverage and Accidents under this Statement of Business Automobile Liability Self-Insurance Coverage in any fiscal year. UNDER NO CIRCUMSTANCES SHALL THE PROGRAM BE LIABLE FOR MORE THAN $1,000,000 PER ACCIDENT OR MORE THAN $3,000,000 IN THE AGGREGATE FOR LIABILITY OCCURRENCES UNDER THE STATEMENT OF GENERAL SELF-INSURANCE COVERAGE AND ACCIDENTS UNDER THIS STATEMENT OF BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE IN ANY FISCAL YEAR BY REASON OF THIS SELF-INSURANCE COVERAGES PROVIDED BY THE PROGRAM.

Section III. Liability Coverage

The Program will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this Statement of Business Automobile Liability Self-Insurance Coverage applies, caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”.

The Program will also pay all sums an “insured” legally must pay as a “covered pollution cost or expense” to which this Statement of Business Automobile Liability Self-Insurance Coverage applies, caused by an “accident” and resulting from the ownership, maintenance or use of covered “autos”. However, the Program will only pay for the “covered pollution cost or expense” if there is either “bodily injury” or property damage” to which this Statement of Business Automobile Liability Self-Insurance Coverage applies that is caused by the same “accident”.

The Program has the right and duty to defend any “insured” against a “suit” asking for such damages or a “covered pollution cost or expense”. However, the Program has no duty to defend any “insured” against a “suit” seeking damages for “bodily injury” or “property damage” to which this Statement of Business Automobile Liability Self-Insurance Coverage does not apply. The Program may investigate and settle any claim or “suit” as it considers appropriate. The duty of the Program to defend or settle ends when the limit of liability coverage provided in this Statement of Business Automobile Liability Self-Insurance Coverage has been exhausted by payment of judgments or settlements.

A. Coverage Extensions

1. Supplementary Payments

   In addition to the Limit of Insurance, the Program will pay for the “insured”:

   a. All expenses the Program incurs.

   b. Up to $2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” covered by the Program.
The Program will not furnish these bonds.

c. The cost of bonds to release attachments in any “suit” against the “insured” the Program defends, but only for bond amounts within the Limit of Self-Insurance Coverage provided by the Program.

d. All reasonable expenses incurred by the “insured” at the request of the Program, including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against an “insured” in any “suit” against the “insured” that the Program defends.

f. All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” against an “insured” that the Program defends; but the Program’s duty to pay interest ends when the Program has paid, offered to pay or deposited in court the part of the judgment that is within the Program’s Limit of Self-Insurance Coverage.

2. Out of State Coverage Extensions

While a covered “auto” is away from the state where it is licensed the Program will:

a. Increase the Limit of Self-Insurance Coverage for Liability Coverage to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the covered “auto” is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

b. Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered “auto” is being used.

The Program will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This self-insurance coverage does not apply to any of the following:

1. Expected or Intended Injury

“Bodily injury” or “property damage” which may reasonably be expected to result from the intentional or criminal acts of an “insured” or which is in fact expected or intended by the “insured”, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to “bodily injury” resulting from the use of reasonable force to protect persons or property.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an “insured contract” provided the “bodily injury” or “property damage” occurs subsequent to
the execution of the contract or agreement; or

b. That the “insured” would have in the absence of the contract or agreement.

3. Workers Compensation

Any obligation for which an “insured” or the “insured’s” insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification and Employer’s Liability

“Bodily injury” to:

a. Any person employed by the University sustained in the “workplace”;

b. Any person employed by the University arising out of the performance of duties related to the conduct of the University’s business; or

c. The spouse, child, parent, brother or sister of any person employed by the University as a consequence of Paragraph a. or b. above.

This Exclusion applies:

(1) Whether the University may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to “bodily injury” to domestic “employees” not entitled to workers compensation benefits or to liability assumed by the University under an “insured contract” other than a contract or agreement with a labor leasing firm. For the purposes of this Statement of Business Automobile Liability Self-Insurance Coverage, a domestic “employee” is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

“Bodily injury” to any fellow “employee” of the University arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of University business.

6. Care, Custody or Control

“Property damage” to or “covered pollution cost or expense” involving property owned or transported by an “insured” or in the “insured’s” care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling of Property

“Bodily injury” or “property damage” resulting from the handling of property:
a. Before it is moved from the place where it is accepted by an “insured” for movement into or onto the covered “auto”; or

b. After it is moved from the covered “auto” to the place where it is finally delivered by an “insured”.

8. Movement of Property By Mechanical Device

“Bodily injury” or “property damage” resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered “auto”.

9. Operations

“Bodily injury” or “property damage” arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of “mobile equipment”.

10. Completed Operations

“Bodily injury” or “property damage” arising out of University work after that work has been completed or abandoned.

In this exclusion, University work means:

a. Work or operations performed by the University or on its behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

University work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

University work will be deemed completed at the earliest of the following times:

(1) When all of the work called for by contract with the University has been completed.

(2) When all of the work to be done at the site has been completed if the contract with the University calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollutant

“Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of “pollutants”:
a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered “auto”;

(2) Otherwise in the course of transit by or on behalf of the University; or

(3) Being stored, disposed of, treated or processed in or upon the covered “auto”.

b. Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”; or

c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by an “insured”.

Paragraph a. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts, if:

(1) The “pollutants” escape, seep, migrate, or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and

(2) The “bodily injury”, “property damage” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of “mobile equipment”.

However, this exception to Paragraph a. does not apply if the fuels, lubricants, fluids, exhaust gases or other similar “pollutants” are intentionally discharged, dispersed or released.

Paragraphs b. and c. of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to the University with respect to “pollutants” not in or upon a covered “auto” if:

(1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”; and

(2) The discharge, dispersal, seepage, migration, release, emission or escape of the “pollutants” is caused directly by such upset, overturn or damage.

d. At or from any premises, site or location on which the University or any contractors or subcontractors working directly or indirectly on the University’s behalf are performing operations:

(1) If the “pollutants” are brought on or to the premises, site or
location in connection with such operations by an “insured”, or by such contractor or subcontractor; or

(2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

Subparagraph d.(1) does not apply to “bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such “insured”, contractor or subcontractor.

12. War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

13. Racing

Covered “autos” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This self-insurance coverage also does not apply while that covered “auto” is being prepared for such a contest or activity.

C. Limit of Self-Insurance Coverage

Regardless of the number of covered “autos”, “insureds”, claims made or vehicles involved in the “accident”, the most the Program will pay for the total of all damages and “covered pollution cost or expense” combined, resulting from any one “accident” is the Limit of Self-Insurance Coverage shown in Section II.A.

All “bodily injury”, “property damage” and “covered pollution cost or expense” resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one “accident”.

No one will be entitled to receive duplicate payments for the same elements of “loss” under this Statement of Business Automobile Liability Self-Insurance Coverage.

Section IV. Business Auto Conditions

The following conditions apply in addition to the other terms and conditions in this Statement of Business Automobile Liability Self-Insurance Coverage:

A. Loss Conditions

1. Appraisal for Physical Damage Loss

The Program will determine the amount of any physical damage “loss” covered by this Statement of Business Automobile Liability Self-Insurance Coverage.
2. Duties in the Event of Accident, Claim, Suit or Loss

The Program has no duty to provide coverage under this Statement of Business Automobile Liability Self-Insurance Coverage unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", an "insured" must give the Program or its authorized representative prompt notice of the "accident" or "loss", which notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, an "insured" must:

(1) Assume no obligation, make no payment or incur no expense without the Program's consent, except at the "insured's" own cost.

(2) Immediately send the Program copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with the Program in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize the Program to obtain medical records or other pertinent information.

(5) Submit to examination, at the Program's expense, by physicians of the Program's choice, as often as the Program may reasonably require.

c. If there is "loss" to a covered "auto" or its equipment an "insured" must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of an "insured's" expenses for consideration in the settlement of the claim.

(3) Permit the Program to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at the request of the Program and give the Program a signed statement of an "insured's" answers.
3. Legal Action Against the University

No one may bring a legal action against the University under this Statement of Business Automobile Liability Self-Insurance Coverage until:

a. There has been full compliance with all the terms of this Statement of Business Automobile Liability Self-Insurance Coverage; and

b. Under Liability Coverage, the Program agrees in writing that the “insured” has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial.

4. Loss Payment - Physical Damage Coverages

The Program at its option may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at the Program’s expense. The Program will pay for any damage that results to the “auto” from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer of Rights of Recovery Against Others to the University

If any person or organization to or for whom the Program makes payment under this Statement of Business Automobile Liability Self-Insurance Coverage has rights to recover damages from another, those rights are transferred to the University. That person or organization must do everything necessary to secure the University’s rights and must do nothing after “accident” or “loss” to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of an “insured” or an “insured’s” estate will not relieve the Program of any obligations under this Statement of Business Automobile Liability Self-Insurance Coverage.

2. Concealment, Misrepresentation or Fraud

This Statement of Business Automobile Liability Self-Insurance Coverage is void in any case of fraud by an “insured” at any time as it relates to this Statement of Business Automobile Liability Self-Insurance Coverage. It is also void if an “insured”, at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Statement of Business Automobile Liability Self-Insurance Coverage;

b. The covered “auto”;

c. An “insured’s” interest in the covered “auto”; or
3. Liberalization

If the University revises this Statement of Business Automobile Liability Self-Insurance Coverage to provide more coverage, the Program will automatically provide the additional coverage as of the day the revision is effective.

4. No Benefit to Bailee - Physical Damage Coverages

The Program will not recognize any assignment or grant any self-insurance coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Statement of Business Automobile Liability Self-Insurance Coverage.

5. Other Insurance

a. For any covered “auto” owned by the University, this Statement of Business Automobile Liability Self-Insurance Coverage provides primary coverage. For any covered “auto” not owned by the University, the self-insurance coverage provided by this Statement of Business Automobile Liability Self-Insurance Coverage is excess over any other collectible insurance. However, while a covered “auto” which is a “trailer” is connected to another vehicle, the Liability Coverage this Statement of Business Automobile Liability Self-Insurance Coverage provides for the “trailer” is:

   (1) Excess while it is connected to a motor vehicle the University does not own.

   (2) Primary while it is connected to a covered “auto” the University does own.

b. Regardless of the provisions of Paragraph a. above, the Liability Coverage in this Statement of Business Automobile Liability Self-Insurance Coverage is primary for any liability assumed under an “insured contract”.

c. When this Statement of Business Automobile Liability Self-Insurance Coverage and any other insurance policy covers on the same basis, either excess or primary, the Program will pay only its share. The Program’s share is the proportion that the Limit of Self-Insurance Coverage of this Statement of Business Automobile Liability Self-Insurance Coverage bears to the total of the limits of all the insurance policies covering on the same basis.

6. Policy Period, Coverage Territory

Under this Statement of Business Automobile Liability Self-Insurance Coverage, the Program will cover “accidents” and “losses” occurring:

a. During the effective period of this Statement of Business Automobile Liability Self-Insurance Coverage; and

b. Within the coverage territory.
The coverage territory is:

a. The United States of America;
b. The territories and possessions of the United States of America;
c. Puerto Rico; and
d. Canada.

The Program will also cover “loss” to or “accidents” involving, a covered “auto” while being transported between any of these places.

Section V. Nuclear Energy Liability Exclusion (Broad Form)

A. The self-insurance coverage provided by this Statement of Business Automobile Liability Self-Insurance Coverage does not apply:

1. Under any Liability Coverage, to “bodily injury” or “property damage”:
   a. With respect to which an “insured” under this Statement of Business Automobile Liability Self-Insurance Coverage is also an “insured” under a nuclear energy liability insurance policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an “insured” under any such policy but for its termination upon exhaustion of its limit of liability; or
   b. Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the “insured” is, or had this Statement of Business Automobile Liability Self-Insurance Coverage not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments coverage, to expenses incurred with respect to “bodily injury” resulting from the “hazardous properties” of “nuclear facility” by any person or organization.

3. Under any Liability Coverage, to “bodily injury” or “property damage” resulting from the “hazardous properties” of “nuclear material”, if:
   a. The “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of the University, or (b) has been discharged or dispersed therefrom;
   b. The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, banded, used, processed, stored, transported or disposed of by or on behalf of the University; or
   c. The “bodily injury” or “property damage” arises out of the furnishing by an “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America,
its territories or possessions or Canada, this Exclusion (3) applies only to “property damage” to such “nuclear facility” and any property thereat.

B. As used in this Section V:

“Hazardous properties” include radioactive, toxic or explosive properties;

“Nuclear material” means “source material”, “special nuclear material” or “byproduct material”;

“Source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”;

“Waste” means any waste material (a) containing “byproduct material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

“Nuclear facility” means:

1. Any “nuclear reactor”;

2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing “spent fuel”, or (c) handling, processing or packaging “waste”;

3. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of an “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

“Property damage” includes all forms of radioactive contamination of property.

Section VI. Auto Medical Payments Coverage

With respect to the self-insurance coverage provided by this Section VI, the provisions of this Statement of Business Automobile Liability Self-Insurance Coverage apply unless modified by this Section VI.

A. Coverage

The Program will pay reasonable expenses incurred for necessary medical and funeral services to or for an “insured” who is a natural person and who sustains “bodily injury”
caused by “accident”. The Program will pay only those expenses incurred, for services rendered within three years from the date of the “accident”.

B. Who is Covered by this Section VI.

1. An “insured” who is a natural person while “occupying” or, while a pedestrian, when struck by any covered “auto”.

2. “Family members” of natural persons who are “insureds” while “occupying” or, while a pedestrian, when struck by any covered “auto”.

3. Anyone for injuries while “occupying” a covered “auto”.

4. Anyone for injuries while “occupying” a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

The self-insurance coverage provided by this Section VI does not apply to any of the following:

1. “Bodily injury” sustained by an “insured” who is a natural person while “occupying” a vehicle located for use as a premises.

2. “Bodily injury” sustained by an insured who is a natural person or any “family member” while “occupying” or struck by any vehicle (other than a covered “auto”) owned by or furnished or available for regular use by the University.

3. “Bodily injury” sustained by any “family member” while “occupying” or struck by any vehicle (other than a covered “auto”) owned by or furnished or available for the regular use of any “family member”.

4. “Bodily injury” to any person employed by the University arising out of and in the course of employment by the University. However, the Program will cover “bodily injury” to a domestic Employee of the University if not entitled to workers’ compensation benefits. For the purposes of this Section VI, a domestic Employee of the University is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. “Bodily injury” to an “insured”, who is a natural person, while working in a business of selling, servicing, repairing or parking “autos” unless that business is operated by the University.

6. “Bodily injury” caused by declared or undeclared war or insurrection or any of their consequences.

7. “Bodily injury” to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. “Bodily injury” sustained by an “insured”, who is a natural person, while “occupying” any covered “auto” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This self-insurance coverage also does not apply to any “bodily injury” sustained by an “insured” while the “auto” is being prepared for such a contest or activity.
D. Limit of Self-Insurance Coverage

Regardless of the number of covered “autos”, “insureds”, claims made or vehicles involved in the “accident”, the most the Program will pay under this Section VI for “bodily injury” for each “insured” injured in any one “accident” is $5,000.00.

No one will be entitled to receive duplicate payments for the same elements of “loss” under the coverage provided by this Section VI and any other coverage provided by this Statement of Business Automobile Liability Self-Insurance Coverage.

E. Changes in Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer of Rights of Recovery Against Others to the University Condition does not apply.

2. The reference in Other Insurance in Section IV.B.5 of this Statement of Business Automobile Liability Self-Insurance Coverage to “other collectible insurance” applies only to other collectible auto medical payments insurance.

F. Additional Definition

As used in this Section VI “Occupying” means in, upon, getting in, on, out or off.

Section VII. Uninsured and Underinsured Motorists Coverage

With respect to the self-insurance coverage provided by this Section VII, the provisions of this Statement of Business Automobile Liability Self-Insurance Coverage apply unless modified by this Section VII.

The Limit of Self-Insurance Coverage under this Section VII is that provided in Section II of this Statement of Business Automobile Liability Self-Insurance Coverage.

A. Coverage

1. The Program will pay all sums the “insured” is legally entitled to recover as damages from the owner or driver of an “uninsured motor vehicle” or “underinsured motor vehicle”. The damages must result from “bodily injury” sustained by the “insured” caused by an “accident”. The owner’s or driver’s liability for these damages must result from the ownership, maintenance or use of the “uninsured motor vehicle” or “underinsured motor vehicle”.

2. With respect to damages resulting from an “accident” with an “underinsured motor vehicle”, the Program will pay under this coverage only if a. or b. below applies:

   a. The limits of any applicable liability bonds or policies have been exhausted by payments of judgments or settlements; or

   b. A tentative settlement has been made between an “insured” and the insurer of the “underinsured motor vehicle”; and the Program

      (1) Has been given prompt written notice of such tentative settlement; and
(2) Advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a “suit” brought against the owner or operator of an “uninsured motor vehicle” or “underinsured motor vehicle” without the Program’s written consent is not binding on the Program unless it:
   a. Receives reasonable notice of the pendency of the “suit” resulting in the judgment; and
   b. Has had a reasonable opportunity to protect its interest in the “suit”.

B. Who is an Insured

1. An “insured” as defined in Section I.F. of this Statement of Business Automobile Liability Self-Insurance Coverage, however, an entity that is not a natural person is an “insured” only for purposes of selecting limits of Uninsured Motorist Coverage or executing a rejection of Uninsured Motorists Coverage.

2. “Family members” of natural persons who are “insureds” as defined in Section I.F. of this Statement of Business Automobile Liability Self-Insurance Coverage.

3. Employees of the University, but only for injuries arising out of and incurred while in the course and scope of employment for the University.

4. Anyone for injuries incurred while “occupying” or using a covered “auto” or a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its break down, repair, servicing, loss or destruction.

5. Anyone for damages he or she is entitled to recover because of “bodily injury” sustained by another “insured”

C. Exclusions

This self-insurance does not apply to any of the following:

1. Any claim settled without consent by the Program. However, this exclusion does not apply:
   a. If such settlement does not adversely affect the University’s rights; or
   b. To a settlement made with the insurer of an “underinsured motor vehicle”.

2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.

3. “Bodily injury” sustained by:
   a. An “insured” while “occupying” or when struck by any vehicle owned by the University that is not a covered “auto” for Underinsured Motorists Coverage under this Statement of Business Automobile Liability Self-Insurance Coverage;
   b. Any “family member” while “occupying” or when struck by any vehicle owned by that “family member” that is not a covered “auto” for Underinsured Motorists Coverage under this Statement of Business...
Automobile Liability Self-Insurance Coverage; or

c. Any “family member” while “occupying” or when struck by any vehicle owned by the University that is insured for Underinsured Motorists Coverage on a primary basis under any other insurance policy.

4. Punitive or exemplary damages.

D. Limit of Insurance

1. Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for all damages resulting from any one “accident” is the Limit of Self-Insurance Coverage provided in Section II of this Statement of Business Automobile Liability Self-Insurance Coverage.

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an “accident” with an “uninsured motor vehicle” and an “underinsured motor vehicle”.

2. No one will be entitled to receive duplicate payments for the same elements of “loss” under this Statement of Business Automobile Liability Self-Insurance Coverage.

The Program will not make a duplicate payment under this Statement of Business Automobile Liability Self-Insurance Coverage for any element of “loss” for which payment has been made by or for anyone who is legally responsible.

The Program will not pay for any element of “loss” if a person is entitled to receive payment for the same element of “loss” under any workers’ compensation, disability benefits or similar law.

E. Changes in Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. With respect to damages caused by an “uninsured motor vehicle”, the reference in Other Insurance in this Statement of Business Automobile Liability Self-Insurance Coverage to “other collectible insurance” applies only to other collectible uninsured motorists insurance.

2. With respect to damages caused by an “underinsured motor vehicle”, Other Insurance in this Statement of Business Automobile Liability Self-Insurance Coverage are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any coverage the Program provides with respect to a vehicle the University does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
c. If the coverage under this Statement of Business Automobile Liability Self-Insurance Coverage is provided:

(1) On a primary basis, the Program will pay only its share of the loss that must be paid under insurance providing coverage on a primary basis. The Program’s share is the proportion that its limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, the Program will pay only its share of the loss that must be paid under insurance providing coverage on an excess basis. The Program’s share is the proportion that its limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

The following priorities of recovery apply:

FIRST The Underinsured Motorists Coverage applicable to the vehicle the “insured” was “occupying” at the time of the “accident”.

SECOND The Underinsured Motorists Coverage applicable to an “auto” not involved in the “accident” under which the injured person is an “insured”.

3. Duties in the Event of Accident, Claim, Suit or Loss is changed by adding the following:

a. An “insured” must promptly notify the police if a hit-and-run driver is involved, and

b. Any involved “insured” must promptly send the Program copies of the legal papers if a “suit” is brought.

F. Additional Definitions

As used in this Section VII:

1. Family member” means a person related to an “insured”, who is a natural person, by blood, marriage or adoption who is a resident of such “insured’s” household, including a ward or foster child.

2. “Occupying” means in, upon, getting in, on, out or off.

3. “Uninsured motor vehicle” means a land motor vehicle or “trailer”:

a. For which no liability bond or policy applies at the time of the “accident”.

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. If there is no physical contact with the hit-and-run vehicle, the facts of the “accident” must be corroborated by competent evidence provided by an independent and disinterested person, other than an “insured” making the claim or any person “occupying” the covered “auto”.

Chapter 3. Terms and Conditions of Employment

RP-95
However, “uninsured motor vehicle” does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads,

4. “Underinsured motor vehicle” means a land motor vehicle or “trailer” to which a “bodily injury” liability bond or policy applies at the time of an “accident” but its limit for “bodily injury” liability is either:

a. Not enough to pay the full amount the “insured” is legally entitled to recover as damages; or

b. Reduced by payments to persons other than an “insured”, injured in the “accident”, to less than the full amount the “insured” is legally entitled to recover as damages.

However, “underinsured motor vehicle” does not include any vehicle:

a. Owned by or furnished or available for regular use by an “insured or that of any “family member” or any other “insured”.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

d. Owned or operated by a self-insurer under any applicable motor vehicle law.

e. While located for use as a residence or premises.

f. Which is an “uninsured motor vehicle”.

Reference: BRUN, Minutes, 63, p. 181 (October 19, 2001).
BRUN, Minutes, 65, p. 50 (June 5, 2004).
BRUN, Minutes, 70, p. 36 (September 9, 2011).
BRUN, Minutes, 71, p. 74 (July 18, 2013).

RP-3.2.8 Conflict of Interest and Conflict of Commitment

1. Introduction

University relations with industry, government agencies, individuals, and other enterprises outside the University constitute a complex network of interactions. These interactions have directed attention to potential conflicts of values and interests between these entities and academia. Conflict of Interest is addressed in Section 3.8 of the Bylaws of the Board of Regents as follows:

3.8 Conflict of Interest. No employee of the University shall engage in any activity that in any way conflicts with duties and responsibilities at the University of Nebraska. The Board of Regents has adopted Regents Policy 3.2.8 and authorized the implementation of related policies and directives to properly avoid, disclose and manage potential conflicts of interest.
In addition to Section 3.8 of the Bylaws, Nebraska statutes relating to conflict of interest and nepotism apply to all public officials and employees of the University, including the provisions of §49-14,101.01 of the Revised Statutes of Nebraska.³

Furthermore, federal funding agencies require that the University establish safeguards to prevent employees or consultants from using their positions for purposes which are motivated by (or even give appearance of) a drive for private financial gain either for themselves or family members.⁴

Responsibility for assurance of compliance with this policy rests with the President and Chancellor of each campus. The Chancellors shall submit an annual report to the President detailing the compliance policies, procedures and management activities at their campus.

2. University-Wide Conflict of Interest Principles

Campus conflict of interest policies will vary according to the unique roles and needs of each campus. However, each campus policy must ensure that broad University-wide principles are followed, including:

1) Prospects of financial gain must not unduly influence faculty and the University with regard to commercially imminent, product oriented research programs versus fulfilling the University’s objectives of educating students, advancing basic knowledge and serving Nebraskans through the development and application of knowledge that enables them to develop better lives, stronger communities and genuine economic opportunity.

2) The University must avoid situations where the possibilities for personal gain for the Covered Person may be judged to be so significant that it is unreasonable to expect the Covered Person to exercise the objectivity necessary for public trust in the University and the rigor of its research.

3) Research agreements should encourage the free exchange of ideas and the sharing of research results regardless of the sponsoring entity. Some constraints may be required to protect proprietary information or intellectual property.

4) To the extent practicable and consistent with applicable law, the University must be appropriately compensated for private, commercial use of the public property under its stewardship.

Underlying these principles is the recognition that the University of Nebraska is a public institution with a mission of serving the people of Nebraska through research, teaching and service.

3. Annual Report

Annually, each campus shall submit a written conflict of interest report to the President which includes at least the following information:

1) The number of conflicts disclosed, by appropriate academic unit.

³ "A public official or public employee shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the individual is associated." and "A public official or public employee shall not use or authorize the use of personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain. ..."

⁴ Including Public Health Service, National Institute of Health and National Science Foundation regulations and guidelines (42 CFR Part 50, Subpart F and 45 CFR Part 94.1), Department of Education regulations (34 CFR Part 75.524, 34 CFR Part 75.525 and 34 CFR Part 74.42), and FDA regulations (21 CFR Part 54).
2) A summary of the nature of the conflicts.\(^5\)

3) The number of conflicts being managed through written plans, by college.

4) The number of conflicts eliminated, by college.

5) Other material or information related to the management of conflicts of interest at the campus.

4. Personnel Affected by Conflict of Interest and Conflict of Commitment Policy

*Covered Person* shall mean:

1) University administrative officers and employees, specifically including any University employees with delegated signature, purchasing or contracting authority on behalf of the University;

2) University employees and faculty engaged in outside employment or other activities specified in this policy (tech transfer/use of University facilities or equipment) that may create a *Conflict of Interest*; and

3) Sponsored Research investigators, including University employees, faculty, staff and support personnel (managerial/professional and office/service positions), volunteers, trainees, students, contractors and other persons under the direct control of the University of Nebraska, whether paid by the University of Nebraska or not, who participate in *Sponsored Research* as defined in Section 6 of this policy \(^3\).\(^2\).\(^8\).

*Conflict of Interest* shall mean situations when a *Covered Person’s* direct or indirect personal financial interests may compromise, or have the appearance of compromising, the *Covered Person’s* professional judgment or behavior in carrying out his or her obligations to the University of Nebraska. This includes indirect personal financial interests of a *Covered Person* that may be obtained through third parties such as a *Covered Person’s* *Immediate Family*, business relationships, fiduciary relationships, or investments.

*Immediate family* shall mean an individual who is the spouse, child, parent, brother, sister, grandchild, or grandparent, by blood, marriage, or adoption of the *Covered Person*.

5. Individuals and Organizations Responsible for Administration of Conflict of Interest and Conflict of Commitment Policy

At the University of Nebraska, all reporting of potential *Conflicts of Interest* should be undertaken with the goal of full disclosure. The President and Chancellors of each campus shall develop and implement a disclosure process and supporting procedures consistent with the principles set forth in this Policy, covering, at a minimum, sponsored programs administration, institutional review boards, any office of technology transfer, and any other responsible campus administrative officers. The Chancellors shall be responsible for overseeing their campus’ reporting process and must designate an administrative officer who will be in charge of developing more specific written procedures for enforcing the policy. Each Chancellor shall submit their campus’ processes and procedures to the President for review and approval.

\(^5\) Conflicts may be identified according to basic categories, for example, conflicts arising from ownership of stock, family relationships, potential undue influence, and the like.

\(^6\) The term *Covered Person* includes the definition of an “Investigator” under NIH guidelines, specifically “the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of research funded by the NIH, or proposed for such funding. The definition includes contractors or collaborators, as well as the Investigator’s spouse and dependent children.” See *Responsibility of Applicants for Promoting Objectivity in Research for which PHS Funding is Sought* (42 CFR Part 50, Subpart F, grants and 45 CFR Part 94, contracts).
The procedures for disclosure at each institution must, at a minimum, include the following:

1) Annual disclosures by Covered Persons who may have potential Conflicts of Interest.

2) A description of the process for developing, implementing, and overseeing conflict management plans, including a detailed process for managing and/or eliminating potential Conflicts of Interest.

3) A description of procedures for ensuring coordination among all University organizations with a role in oversight of conflicts.

4) A description of the process by which a Covered Person may address concerns regarding a Conflict of Interest situation or the management thereof.

5) A description of how:
   a. Disclosures will be reviewed and retained, and the level of activity of each college on the campus will be reported to the President pursuant to paragraph 10 of this policy;
   b. Responsible campus officials are to review and manage potential Conflicts of Interest;
   c. The campus will provide related training and advice about Conflict of Interest issues;
   d. The campuses will review and validate their program on a regular basis;
   e. The campus will make its implementation procedures for this policy available publicly; and
   f. The institution will enforce this policy and provide sanctions when necessary.

6. Conflicts of Interest Involving Sponsored Research

Research is basic to the University's teaching and service missions. Good teaching and learning depend upon research. Likewise, through its research, teaching, and service activities, the University's resources can best be brought to bear on public issues requiring objective, systematic study. Research forms an inherent part of departmental and collegiate missions, and brings recognition to the University and its faculty. All forms of research, which are within departmental and collegiate missions, and which maintain the high quality characteristic of the University, are appropriate to the University's open environment. Similarly, University teaching and service activities have potential for commercial use and development.

Sponsored Research means research, training, and instructional projects performed by Covered Persons using any University space, materials, equipment or property that involves funds, materials or other compensation from sources outside the University through a grant or contract that obligates the University to a specified statement of work, sets forth binding financial terms in the form of a budget or up-front payment, or contains terms related to ownership of and rights to use intellectual property developed thereunder. Sponsored Research is a vital endeavor of the University; it allows faculty the means to pursue excellence in their research and scholarly activity, it expands opportunities for graduate and undergraduate student participation in research, it enhances the quality of University research facilities through public and private support, and it helps facilitate the commercialization of research and technology to benefit the University and Nebraska. The University encourages its faculty and staff to engage in both sponsored and non-sponsored research recognizing that compliance with this policy can help assure that appropriate standards of accountability are met and extramural considerations do not hinder the dissemination or commercialization of research.

Each campus shall establish its own Sponsored Research application approval process, including applicable internal or external peer review systems and implementing best practices for approving federally, publicly and privately sponsored research projects. The Chancellor shall be responsible for
overseeing the research approval process and must designate an administrative officer who will be in charge of developing more specific written procedures for implementing the policy. The procedures for Sponsored Research approval at each campus must at a minimum include procedures for disclosing, identifying, reviewing, managing and reporting conflicts and potential conflicts that arise with regard to Sponsored Research on their campus pursuant to Article 3 of this policy.

7. Openness of Research and Publication of Results

The traditions of free exchange of ideas and prompt dissemination of knowledge are fundamental to the University's mission and should govern all research, teaching, and service activities conducted by University faculty, staff and students. The University is committed to an open teaching and research environment, which ensures free faculty and student exchange of ideas, thereby contributing to the advancement of knowledge in all disciplines. As far as possible, the acceptance of support external to the University should not create situations which curtail open discussion of the research among colleagues and students.

Industry typically treats the products of its research in a very confidential manner. On occasion, industry expects project participants to maintain the same degree of confidentiality with sponsored research. It is important to note that openness, freedom of discussion, and freedom to publish go to the very core of the University. Nonetheless, there are certain legitimate needs for confidentiality on the part of industry that must be met by Sponsored Research investigators. Data received from an industry sponsor and marked "confidential" may be kept in a confidential status for a stated period of time. Also, it is prudent to recognize the need to maintain the confidential status of the results of the project for a period of time sufficient to determine patentability and filing of patent applications or as agreed upon in an agreement between the sponsor and the University. When appropriate, the University may enter into confidential agreements to protect proprietary information, where this is deemed necessary, either through direct agreement with an industrial sponsor or through an agreement between the sponsor and a University employee.

The campus official responsible for administration of research or other campus official designated by the Chancellor must ensure that all individuals who participate in industry-sponsored research projects are fully informed in writing of the ownership and disposition of inventions and requirements of confidentiality regarding research results and other confidential information provided by the sponsors of such projects.

Research conducted by faculty under industry or other commercial sponsorship must, as far as possible, maintain the University's open teaching, research, and service environment.

The campus official responsible for administration of research or Chancellor's designee must review and approve any new, proposed, or ongoing faculty-industry interactions as these interactions might compromise the University's open teaching and research environment. The appropriate department chair(s) or director(s), dean(s), and in rare circumstances, the individual designated to perform the complete administrative review as described in Section 1--shall aid in this process and shall seek to resolve all potential problems prior to the approval of such interaction.

The campus official responsible for administration of research or Chancellor’s designee shall from time to time provide current information to the department chairs, deans, directors and faculty pertinent information for timely reporting of concerns regarding violation of the Conflict of Interest and Conflict of Commitment policy.

Faculty must have the right to disseminate their research results, indeed are obligated to do so. The University discourages individual faculty from agreeing to forego this basic right. Likewise, the University will not unilaterally forego this right on behalf of its faculty, staff and students. However, the University and faculty may accept reasonable delays in submission of new findings for publication or other release of information to enable sponsors or the University to obtain proprietary or patent protection, for example. In special circumstances to be determined by the University, a researcher may waive his or her right to disseminate the results of his or her research and elect to enter an agreement to maintain the
confidentiality of proprietary research for specified periods of time.\(^7\)

The campus official responsible for administration of research or Chancellor’s designee shall work with faculty engaged in industry-sponsored projects to provide written notification to support personnel and students involved in these projects, describing all contract and grant terms affecting them, including the possibility of delays in publication caused by the need of the sponsor to review manuscripts or any other obligations of confidentiality. Graduate students must not be assigned to thesis research topics which might be affected by confidential agreements. The appropriate campus official or Chancellor’s designee may authorize exceptions where appropriate.

8. Outside Employment and Conflicts of Commitment

The University not only permits but expressly encourages faculty to pursue outside professional activities including interactions with industry, with or without compensation, which will enrich a faculty member's academic contributions to the University. Consulting can expose faculty to research problems and perspectives which may enrich faculty teaching, research, extension, and service backgrounds. However, faculty and administration must be sensitive that such interactions could cause Conflicts of Interest and must ensure that Covered Persons do not make unnecessary or inappropriate commitments of their time or expertise which can adversely affect the University and its mission. A conflict of commitment must be disclosed and managed when it constitutes a Conflict of Interest for a Covered Person.

The assumption that Covered Persons will devote their time and effort to the University in proportion to their appointments—that full-time appointment connotes full-time commitment of time, effort, and expertise to the University—is inherent in University employment. Outside consulting activities, often acceptable in themselves, can interfere with a University employee’s paramount obligations to the University by placing significant, competing demands upon the time and energy of a Covered Person with the potential for the neglect of instructional, research and other employment obligations. In some circumstances, a Covered Person’s proposed outside activities may directly conflict with the objective of assignments within the University.

The University, through an outside employment policy enacted by the Board of Regents, seeks to minimize the potential for conflict of commitment by several mechanisms. The time that may be devoted to outside activity is normally limited to two working days per month; greater time commitments require specific approval of the Board of Regents. (For practical reasons, faculty are given considerable freedom in the scheduling of any outside activities.) In addition, the University must examine the application of an employee’s expertise to proposed educational, industrial, or other consulting activities to assure that any Conflict of Interest and/or conflict of commitment is properly disclosed and managed. Hence, the University requires prior disclosure of proposed consulting, extramural teaching, or other activities to the department chair and the prior approval of the college dean and campus administration. Such disclosure may be made by completing the appropriate campus form for disclosure of outside employment and may require the provision of additional documentation to the chair, dean, or other administrator.

In certain other circumstances, the specific approval of the Board of Regents may be required. The relevant policy of the Board of Regents is set forth in Section 3.4.5 of the Bylaws of Board of Regents.

Outside Activity and Employment. As University-industry relationships increase with a growing desire for consultantships and other professional activities outside the University, University employees must continue to observe the University policy on outside employment embodied in Section 3.4.5 of the Bylaws of the Board of Regents. In addition, University employees must observe the Board of Regents policy on Conflict of Interest stated in Section 3.8 of the Bylaws of the Board of Regents. Accordingly, each campus shall develop appropriate forms for employees to disclose 1) potential Conflicts of Interest, and 2) outside employment in order for review, documentation, approval and management of Conflicts of Interest and outside employment.

\(^7\) An example of such a circumstance would be research performed pursuant to a contract with an agency of the federal government requiring security clearance.
Department chairpersons, department heads, deans, and directors have primary responsibility to review the specific nature of each proposed outside professional activity within their respective areas of administrative responsibility and to deny approval to any such activity which would interfere with the normal University duties of the employee involved and to require proper disclosure and management of any Conflict of Interest.

It is impossible to anticipate all questions which may arise in connection with the application of Section 3.4.5 of the Bylaws to the varied outside professional activities of employees. However, several general guidelines are set out below to assist in the administration of this policy:

1) Section 3.4.5 of the Bylaws does not apply to Office and Service staff.

2) Section 3.4.5(a) of the Bylaws requires Regental approval of outside professional activities where the employees will accept retainer fees or other remuneration on a permanent or yearly basis as a professional consultant. The key consideration in determining whether there will be acceptance of a retainer fee or remuneration on a permanent yearly basis is the nature of the professional business relationship between the employee and his or her client or patient. If this business relationship is one where the employee is obligated at the beginning of the professional relationship with a client or patient to provide professional services over a period of one year or longer, then approval by the Board of Regents is required.

3) In addition to obtaining prior approval of the department chair and campus administrator, Section 3.4.5(b) of the Bylaws requires Regental approval of outside professional activity requiring more than an average of two days per month during the period of the employee’s full-time employment. The Board of Regents has interpreted this language to mean two days per month during the assigned work week. For this reason, Regental approval will only be required when an employee's outside professional activities will prevent the performance of his or her assigned duties at the University more than an average of two days per month during the period of full-time employment.

4) Section 3.4.5 of the Bylaws requires Regental approval of outside professional activity involving the charging of fees for work performed in University buildings with University equipment and materials. The President and Chancellors are authorized to develop specific policies with regard to the charging of fees for work performed in University buildings with University equipment and materials.

5) Section 3.4.5 of the Bylaws does not require individual approval of each separate client or patient relationship for professionals such as accountants, engineers, architects, lawyers, psychologists, therapists, etc. It is sufficient that the nature of the outside professional activity be generally described so that appropriate evaluation may be conducted regarding potential interference with University duties, Conflict of Interest, and conflict of commitment. So long as none of the circumstances requiring Regental approval under subparagraphs (a), (b), (c), and (d) of Section 3.4.5 of the Bylaws exist, no further information need be provided by the employees, and the professional activity may be approved by the chancellor upon the recommendation of the appropriate dean or director.

6) Activities for a professional organization with which an employee is associated do not constitute the type of professional activity coming within the scope of Section 3.4.5 of the Bylaws unless a professional service is provided to the organization for which the employees is paid a professional fee which is commensurate with the actual value of the professional service provided.

The foregoing should not be construed to relieve any employee of complying with applicable policies or regulations of the department, college, division, campus, or University with regard to time one is allowed
away from regular University duties.

University employees proposing outside employment or a consulting relationship of any nature pursuant to Section 3.4.5 of the Bylaws are required to complete the appropriate campus form for disclosure of outside employment.

Furthermore, consistent with the foregoing policy statement regarding conflicts of commitment and the effect such conflicts can have on a faculty member’s research programs and the duties faculty members owe the University, University employees proposing outside employment or a consulting relationship with a third party shall disclose to the University any: i) confidentiality or non-disclosure agreements, ii) non-compete agreements or any agreement containing a non-compete clause, iii) assignments of intellectual property rights to the contracting party, and iv) involvement with commercial or educational enterprises where the name of the University may be used for commercial gain to the Chancellor or the Chancellor’s designee. Although agreements of this type can be problematic, the University shall endeavor to promptly review such agreements and resolve any potential conflict of commitment to allow the University employee to perform the proposed outside employment or consulting while maintaining the integrity of their research projects and commitments to the University.

9. Conflicts of Interest Involving Technology Transfer

University projects have resulted in the creation of new Nebraska businesses which have transferred research results into products and services and which have contributed to the State's economy. Certain research discoveries lend themselves to commercialization by starting new ventures through the University or through faculty rather than the traditional licensing to existing companies. Moreover, this means of commercializing discoveries may be the best, or in some instances the only, means to transfer such new technology. The University recognizes this as an acceptable method of commercializing discoveries when it is in the best interests of the University, the State, and the inventor and is the most effective means to transfer such technology.

In establishing new companies to commercialize University technology, the University may accept equity positions or combinations of equity and future royalties in return for licensing the technology. This is an acceptable University activity and is an integral part of the technology transfer program. However, in such situations, reasonable limits on the University's involvement with respect to administrative time and the amount of equity taken must be observed. University technology transfer activities shall be governed by Section 3.10 of the Bylaws and Section 4.4.2 of the Policies. Such oversight will enable the University to be aware of and take steps to prevent or manage potential Conflicts of Interest which may arise, involving, among other things, favoritism in future dealings with the same company, discrimination against its competitors, or the use of public funds for private gain. Accordingly, University direction of the company must be limited in time, and the amount of equity taken must be less than controlling. The Board of Regents has separately authorized and delegated authority to the University Technology Development Corporation (UTDC), and nothing in this policy is intended to limit the authority of UTDC as it relates to properly managing or preventing conflicts of interest or otherwise.

Conflict situations also apply to any profit- or nonprofit-affiliated private entities established by the University or one of its employees. Therefore, in the University's relations with all such entities, the Conflict of Interest policy must be followed.

Where University technology is transferred in return for an equity position, or royalties, or projects are to be performed in exchange for an equity position, the affected University employees must fully disclose such proposals, and a suitable arrangement that reflects the Regents Policy must be concluded prior to approval of the proposal.

For-profit entities have been formed specifically to fund research and development, such as research and development limited partnerships. Such entities solicit investors from members of the public. There is the possibility that prospective investors may be induced to invest by what appears to be University
involvement in the funding entity or by unrealistic expectations of the outcome of the projects. In either event, the name of the University could be unfairly traded upon. Therefore, care must be taken that the investor solicitation is consistent with the potential outcome of the research and the policy on the use of the University's name.

Where appropriate, the University may accept equity in a company as complete or partial payment for transferring University technology to the company for commercialization. Only the Board of Regents may approve acceptance of equity in a company upon the recommendation of the President.

The University may designate individual(s) to hold membership on the board of directors of a company in which the University holds equity.

University faculty, administrators, or other members of the University community holding any such board of directors membership shall oppose or absent themselves, as appropriate, from any funding decisions or other decisions relating to the University which:

1) violates or is contrary to any law or University policy or procedure in regard to grants or contracts;

2) would constitute a Conflict of Interest with such person's University office of employment; or

3) involves improper use of University (public) funds.

When external entities raise funds for University projects through any form of investment offerings, University personnel must scrupulously avoid the endorsement of any such offering or any statement of potential research results. The University's prior written consent must be obtained to use its name in connection with advertising or promotion of any investment offering.

The past history of funding of University research or other projects by any company or firm shall not have any bearing on purchasing decisions made by the University of Nebraska.

10. Institutional Conflicts of Interest

An Institutional Conflict of Interest may occur when the University or a Covered Person in a senior administrative position has a financial interest in a commercial entity that itself has an interest in a University research project, including potential conflicts with equity/ownership interests or royalty arrangements. Each campus shall develop and establish processes and procedures for review of institutional conflicts involving technology transfer or other commercial activities. This process must at a minimum include:

1) Procedures for identifying and overseeing institutional Conflicts of Interest;

2) Principles and strategies for managing institutional Conflicts of Interest; and

3) Principles and strategies for institutional management of equity.

Each Chancellor shall submit their campus’ processes and procedures for review of institutional Conflicts of Interest to the President for review and approval.

11. Appeal of Administrative Decisions

Each campus shall assure that an appeal mechanism is in place to allow Covered Persons to appeal an adverse decision relating to this policy.

Reference: BRUN, Minutes, 58, pp. 11-12, (February 13, 1993).
RP-3.2.9 Access to Retirement Accumulations (Repealed)

University of Nebraska Access to Retirement Accumulations, adopted February 28, 1998, BRUN Minutes, 62, p. 16, has been repealed.

BRUN, Minutes, 68, pp. 6-8 (January 23, 2009).

RP-3.3 Conditions of Employment

RP-3.3.1 Vacation Accrual: Academic-Administrative Staff

The maximum vacation which may be earned and accrued by members of the Academic-Administrative (all-year) staff, effective April 1, 2007, shall be two hundred eighty (280) hours; provided that any employee who has accumulated more than 280 hours of vacation as of said effective date shall be entitled to retain any such excess vacation over 280 hours for future use. The basis for computation is the accrual of sixteen (16) hours of vacation per monthly pay period.

If an employee’s balance of floating holidays is in excess of 32 hours, the employee must first submit floating holiday absences to bring that balance to 32 or less prior to submitting vacation leave.

The service date shall be the basis from which number of years of employment is determined, and this is defined as the month in which current continuous service began in a permanent full-time status. Vacation time is to be credited beginning the month of hire in a permanent, full-time status with the accrual of prorata entitlement at the end of that monthly pay period; assuming supervisory approval, vacation time may be taken as it accrues without a specified waiting period.

Reference: BRUN, Minutes, 37, p. 145 (June 29, 1974).
BRUN, Minutes, 66, p. 81 (March 9, 2007).

RP-3.3.2 Vacation Accrual: Managerial-Professional Staff

The President shall designate those members of the all-year managerial-professional staff employed within the Central Administration who shall be allowed vacation benefits allowed to members of the all-year academic-administrative staff.

Subject to guidelines and policies established by the President, the Chancellors shall designate those members of the all-year managerial-professional staff employed within their respective administrative units who shall be allowed vacation benefits equal to the same benefits allowed to members of the all-year academic-administrative staff.

Reference: BRUN, Minutes, 43, p. 46 (May 18, 1979).
See also Bylaws BRUN (1973+), s. 3.4.2.
**RP-3.3.3 Sexual Harassment**

Any time the University of Nebraska, as an employer, is (1) required to undertake any expense in investigation and/or defense of an allegation of sexual harassment, and the allegation is ultimately substantiated in whole or in part as a violation of law or University policy relating to sexual harassment or (2) to pay any settlement or pay any judgment as a result of a substantiated complaint of sexual harassment, the University of Nebraska shall proceed against the culpable employee or former employee for all expenses, settlements, and judgments incurred by the University of Nebraska in reference therefore, so that the University of Nebraska shall be saved harmless from any expenses or liability arising out of such employee misconduct.


**RP-3.3.4 Grievance Policy—General Nonacademic**

1. Introduction

   The Board of Regents is committed to preserving and improving cooperative and effective work relationships among all University employees. The Board encourages any employee who feels he or she is not receiving fair treatment at the University to use the grievance procedures set forth in this policy. Employees who believe they may have a grievance are encouraged to contact the Human Resources Department at their campus or administrative unit for assistance with interpretation or implementation of this policy. This policy supersedes any college or departmental grievance policies for office-service and managerial-professional employees.

   In order that grievances are handled on a consistent basis throughout the University, these procedures are adopted for implementation by the administrative units that compose the University.

2. Eligibility

   All regular managerial-professional and office-service staff who have successfully completed their six (6) month post-hire probationary period, and such academic-administrative staff and other academic staff for whom access to established academic grievance procedures is not available (any of whom are referred to herein as a “Staff Member”), are eligible to access the process described in this policy.

3. Grievance Procedure

   For purposes of this policy, a grievance must be based upon a difference arising between the Staff Member and the University as to the interpretation or application of written University policy, rules or procedures relating to terms and conditions of the Staff Member’s employment, except that the determination of position classification, salary or wage levels, performance evaluation, reduction-in-forced decisions, and terminations of an “employment-at-will” (as that term is defined under Nebraska law) are not subjects covered or deemed grievable under this policy; provided however, that any termination of the “employment-at-will” of a Staff Member must first be

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**Footnote:**

8 Grievances relating to alleged discrimination based on race, age, color, religion, sex, disability, national origin, marital status, veteran status, sexual orientation, or retaliation due to an individual's initiation of or participation in an investigation regarding such discrimination allegations are covered under a separate policy entitled [administrative units should insert the name of the policy that covers grievances based upon prohibited discrimination].

For issues in the area of disability and/or accommodation, grievances are to be filed with the University’s ADA/504 Compliance Officer, 472-8404.

Complaints against members of the academic-administrative staff when acting in an academic capacity are to be filed with [administrative units should insert the name and contact information of the appropriate campus body].
reviewed and approved by the Director of Human Resources. (Throughout this policy, any reference to the Director of Human Resources means the Director of the administrative unit where the Staff Member works. Any responsibility or authority assigned to a Director of Human Resources in this policy may be delegated to a member of the Human Resources staff or other appropriate designee.) Terminations which are deemed to be “terminations-for-cause” are grievable under this policy.

Grievances are limited to matters of interpretation and application of University employment policies, rules and procedures; the establishment or substantive content of such a policy, rule or procedure is not grievable. College or Departmental policies and rules may be grieved if the Staff Member can show that the College or Departmental policy or rule is contrary to a University policy, rule or procedure. In such cases, University policies, rules and procedures shall take precedence.

The Director of Human Resources for the relevant campus or Central Administration in cases involving Central Administration has the responsibility of interpreting this policy and will determine whether or not a matter is grievable. If a matter is found to be non-grievable, such Director will work with the appropriate parties to try to resolve the concern.

The grievance process described in this policy is an internal, informal process, intended to facilitate open communication and exchange of relevant information and to allow for a meaningful, honest review of the grievance. In order to promote the informal and open exchange of information, attorneys (whether or not they are acting in the capacity of the Staff Member’s lawyer) shall not be permitted to participate in meetings or physically accompany either the University representatives or the grieving Staff Member throughout this process. Other venues are better suited to accommodate the formalities interjected by legal counsel. A non-lawyer advisor may accompany a grieving Staff Member throughout the process to provide advice and support. The non-lawyer advisor may not actively participate in the process; e.g., presenting evidence and directing questions to or otherwise communicating with supervisors, panel members or University representatives are not permitted activities. No activity or documentation arising as a result of this policy is deemed to be subject to Public Records laws or Open Meetings laws, unless University legal counsel advises otherwise. The Staff Member alleging a violation of policy is encouraged to informally discuss the matter with his/her immediate supervisor in an attempt to reach a resolution prior to initiating a formal grievance. No audio or video recordings shall be made in relation to the processes described in this policy.

Step 1: Appeal to the Immediate Supervisor

If the discussion surrounding the alleged incident or occurrence does not resolve the matter to the satisfaction of the Staff Member, the Staff Member may file a formal grievance with his/her immediate supervisor and the Director of Human Resources within twenty (20) workdays following the discussion.

If the grievance is based in any part upon the immediate supervisor’s acts, the Staff Member may present the written grievance solely to the Director of Human Resources who will determine whether the immediate supervisor or another individual associated with the Staff Member’s work area is more appropriate to respond to the grievance.

The written grievance shall specify:

- the exact nature of the alleged grievance;
- details regarding the policy, rule, or procedure allegedly violated;
- the specific remedy requested;
• a specific statement that the Staff Member wishes to initiate a grievance pursuant
to the procedures contained in this policy.

While supporting information or clarification may be requested or presented in
subsequent steps of the grievance process, the Staff Member is responsible for
identifying all issues and allegations relevant to the grievance in this writing. No
additional matters may be raised once the written grievance is filed with the Director of
Human Resources. Additional allegations or requested remedies may be addressed only
through a separate grievance process. At the discretion of the Director of Human
Resources, multiple grievances filed by one or more Staff Members may be combined
into a single grievance, if such an action promotes a more meaningful review of the
matter.

Within ten (10) workdays of receiving the written grievance, the immediate supervisor (or
other individual designated by the Director of Human Resources) will draft and deliver to
the grieving Staff Member a written response to the written grievance. The person writing
the response may confer with a Human Resources representative, his/her supervisors or
other parties relevant to the grievance, as needed.

Step 2: Appeal to the Next Level Supervisor

Should the Staff Member remain dissatisfied, he/she may, within five (5) workdays of
receiving the Step 1 written response, submit a written request to the Director of Human
Resources to appeal to the “next-level supervisor”. The request to appeal shall include a
clear explanation of why the Staff Member disagrees with the Step 1 response. (Due to
the complexity of the University’s organizational structure, the Director of Human
Resources shall have the authority and discretion to determine the person best suited
within the Staff Member’s work unit to serve as the “next-level supervisor”.)

The Director of Human Resources shall deliver to the next-level supervisor the Step 1
written grievance and response, along with the Step 2 written request to appeal. The
next-level supervisor shall review those documents and may gather such other
information from such sources as he/she deems necessary and relevant to the appeal.
After considering all of the relevant information, the next-level supervisor shall render a
written decision. This decision must be submitted to the Director of Human Resources
with fifteen (15) workdays following receipt of the Staff Member’s request to appeal. The
Director of Human Resources shall promptly deliver the decision to the Staff Member.

Step 3: Appeal to the Chancellor/President through a Grievance Panel

Should the Staff Member remain dissatisfied, he/she may, within five (5) workdays of
receiving the Step 2 decision from the next-level supervisor, submit a written request to
the Director of Human Resources to appeal through a Grievance Panel to the President
(for Staff Members employed at Central Administration) or to his/her Chancellor (for Staff
Members employed at a campus). The request to appeal shall include a clear
explanation of why the Staff Member disagrees with the Step 2 decision.

A Grievance Panel will be appointed by the President or the Chancellor, as applicable,
and shall be composed of three (3) full-time employees, at least one of which shall be of
the same employment category (Academic-Administrative, Office-Service or Managerial-
Professional) as the grieving Staff Member. No one with a personal or professional
interest in the outcome of the grievance is qualified to serve on the Panel. The Panel
members shall select a chair from among themselves. (In accordance with their
individual modes of governance, administrative units may or may not establish standing
committees or pools of persons eligible to stand for appointment to the Panel.) 

The
grieving Staff Member and his/her supervisor(s) shall be promptly notified of the composition of the Panel.

Within five (5) workdays of receiving notice of the appointments to the Panel, the grieving Staff Member or his/her supervisor(s) may notify the Director of Human Resources in writing of any reason why any member of the Panel is not qualified to serve. The Director of Human Resources shall consult with the Chancellor or the President, as applicable, regarding the Panel composition. In the Chancellor's or President's discretion, another appointee may be substituted, if it is determined the grievance process would be better served by another person.

The Panel will meet with the Staff Member, the immediate supervisor and any other person deemed by the Panel to have relevant information about the subject of the grievance. The Panel may gather such information from such sources as are available and meaningful to the appeal. The activities and deliberations of the Panel are not open to the public. The panel's work will be confidential, except to the extent the Panel's work must be revealed to those with a legitimate need to know (e.g. Staff Member's supervisors, persons with information relevant to the grievance, Human Resources staff).

The Panel will be guided by University policy in reaching its decision. Irrelevant or exceedingly redundant information may be excluded from its consideration. The Panel shall not supplement, subtract or otherwise alter the content of the allegations contained in the grievance; nor is it authorized to impose or recant sanctions. The Panel acts only in an advisory capacity to the President or relevant Chancellor.

The chairperson of the Panel will, within twenty (20) workdays after the Director of Human Resources receives the Staff Member’s written request to appeal under this Step 3, submit the written recommendations of the Panel to the President or relevant Chancellor, who oversees the administrative unit.

Within twenty (20) workdays after receiving the Panel’s recommendations, the President, the Chancellor or a designee on his/her behalf will notify the grieving Staff Member, in writing of the final disposition of the grievance. Such decision will be final and binding on all parties. There will be no further appeal within the University of Nebraska.

4. Timelines

The amount of time for filing and decision making under this policy is intended to provide for a prompt, yet thorough, review and resolution of grievances. Parties must adhere to this timeline in order to ensure the benefits of participating in this process. However, should the Director of Human Resources determine that special circumstances or the nature of the grievance are such that additional time will allow for a more meaningful, well-supported resolution of the matter, then the Director may grant a extension of a specific amount of time in a writing, delivered to all parties with a need to know.

If the grieving Staff Member does not submit a written request to move the grievance forward within the specified time period and is not granted an extension prior to the passing of that deadline, it will be assumed the Staff Member is satisfied and the grievance will be discontinued.

If the immediate supervisor, the next-level supervisor or the Panel fails to deliver a written response or decision within the specified time period and is not granted an extension of time prior to the passing of that deadline, the grievance will automatically advance to the next level of review.

The Director of Human Resources shall record and maintain the timeline associated with each grievance.
5. Withdrawing a Grievance

A Staff Member may terminate his/her grievance under this policy at any time by delivering to the Director of Human Resources a written notification requesting such withdrawal.

6. Retaliation; Pending Employment Actions

Retaliation of any type shall not befall any person for participating in the grievance procedure set forth herein. University employees engaged in such retaliation will be subject to disciplinary action, including the potential for dismissal. A grievance based upon retaliation may be treated as separate offense and is grievable under this policy. While such retaliation is prohibited, the mere filing of a grievance will not forestall any employment action, unless the Director of Human Resources determines otherwise.

7. Pay Status When Participating in the Grievance Procedure

For an employee in-pay status, whose participation is required at a meeting, interview, or other activity as part of a grievance under this policy, time devoted to such participation will be considered as regular hours worked.

BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 66, p. 11 (March 3, 2006).

RP-3.3.5 Union Solicitation

Solicitations of union membership by individuals who are not employees of the University of Nebraska will be allowed on the University campuses in nonworking areas during nonworking hours, excluding coffee breaks, of employees involved provided that such solicitation is not disruptive.

Solicitation of union membership by employees of the University campuses will be allowed in nonworking areas during nonworking hours, including coffee breaks, provided that such solicitation is not disruptive.

General distribution of union materials on the University campuses will be allowed in nonworking areas during both working and nonworking hours provided that the same shall not be disruptive.

Posters and notices relating to union activity or organizational efforts may be posted on such bulletin board and at such times and under such terms and conditions as the University administration, in the reasonable exercise of its discretion, may designate and determine.

Labor organizations may hold meetings whether for the purposes of organization, solicitation of membership, or otherwise in University facilities during nonworking hours provided that the use of such facilities shall be subject to the same terms and conditions as are uniformly applicable to the use of the University facilities by non-University-related organizations; and, provided further, that such meetings shall be held in such manner and at such times as not to interfere with the regularly scheduled working hours or classroom schedule of the University or its employees. For the purpose of this rule only, nonworking hours shall mean those hours between 5:00 p.m. in the afternoon and 8:00 a.m. in the morning during weekdays and the hours from 12 noon Saturday to 8:00 a.m. on the following Monday for weekends.

BRUN, Minutes, 56, p. 149 (September 6, 1991).
RP-3.3.6 Payroll Deductions for Union Dues

The Board approves the Nebraska Association of Public Employees and the American Federation of State, County, and Municipal Employees as employee organizations whereby an employee who desires to voluntarily participate in them may execute an order authorizing the withholding from his or her wages such sums as he or she so designates each month or pay period and the same to be paid to the designated employee organization.

Reference: BRUN, Minutes, 37, p. 278 (December 14, 1974).

RP-3.3.7 Graduate Teaching Assistants

It is the policy of the Board of Regents of the University of Nebraska that each campus of the University shall provide procedures for recruiting, training, and evaluating Graduate Teaching Assistants in each academic department or unit employing teaching assistants. The training components will include English language enhancement when appropriate.


RP-3.3.8 Nebraska College of Technical Agriculture Personnel Policies

The Nebraska College of Technical Agriculture is not part of the University of Nebraska but is governed by the Board of Regents and is under the general administrative control of the Vice Chancellor for the Institute of Agriculture and Natural Resources.

The Board approved separate personnel policies for the Nebraska College of Technical Agriculture.

BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-3.3.9 Endorsement of Commercial Goods and Services by the University and University Staff

An endorsement refers to statements, appearances and other actions engaged in primarily for the purpose of publicly promoting (e.g. advertising) the commercial value of a commercial good, service or business entity to its potential customers. This policy shall apply to all forms of commercial endorsement whether explicit or implied, including but not limited to, personal appearances, print media, radio, television, and Internet.

It is the policy of the University to not be perceived as endorsing commercial goods, services or businesses in connection with personal endorsement activities of University employees. Accordingly, it is generally not appropriate for an employee to engage in personal commercial endorsement activity primarily by virtue of his or her status as an employee of the University.

When an employee engages in a permitted endorsement activity, it should be clear that the employee is acting as an individual and not on behalf of the University. Reasonable precautions must be taken to prevent use of the University’s name or any of its units in ways that suggest that the University sponsors or endorses goods, services or a business involved in an employee’s permitted commercial personal endorsement activity.

1. University Endorsements; Required Approval. The University shall not advertise, appear in commercials for the benefit of, or otherwise endorse the goods, services or businesses of any person or entity outside of the University without prior written approval from the President or the relevant Chancellor (or their authorized designees).

2. Individual Employee Endorsements; Required Approval; Exception. No employee of the University shall advertise, appear in commercials of, or otherwise endorse the commercial goods,
services or business of any person or entity outside of the University to promote the commercial goods, services or business of a non-University entity or person without prior written approval from the President or the relevant Chancellor (or their authorized designees). The foregoing shall not apply to (a) commercial advertising or endorsement of scholarly books, publications or materials from publishing houses of standing authored or co-authored by the employee, or in connection with University-sponsored educational materials as authorized by Section 3.11 of the Bylaws of the Board of Regents, or (b) an employee publicly promoting or advertising the work, services or fund raising activities of a tax-exempt nonprofit charitable organization.

3. Interpretation of Policy. Nothing in this policy shall be interpreted to:

a. Hinder or interfere with the scholarly study, research and evaluation of goods, services or business operations; or the dissemination of findings and data related to the same.

b. Prohibit a University employee from responding to an inquiry or reference request from a specific potential customer regarding the University’s experience with or evaluation of some good, service or vendor; provided that such response shall not be incorporated into a publicly disseminated advertising.

c. Adversely affect the University’s ability to enter into agreements with respect to commercialization of its intellectual property, and to publicly promote and advertise the commercial value of its intellectual property.

d. Adversely affect the University’s ability to enter into licensing agreements with respect to its logos, trademarks and other trade indicia.

e. Adversely affect the University’s ability to accept sponsorships and other gifts and to publicly recognize the generosity of the donors of sponsorships and gifts.

f. Prohibit a University employee from publicly promoting or advertising the work, services or fund raising activities of a tax-exempt nonprofit charitable organization.

Reference: BRUN, Minutes, 19, p. 145 (December 17, 1949).
BRUN, Minutes, 66, p. 100 (June 14, 2007).

RP-3.3.10 Years of Service for Transferred Employees

Neb. Rev. Stat., § 85-1,119, specifies that employees transferred from Kearney State College to the University of Nebraska retain their status of employment accrued through June 30, 1991, at Kearney State College. “Status of employment” is interpreted as including years of service for any purpose for which years of service is a qualifying factor.

Reference: BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-3.3.11 Family/Medical Leaves of Absence

All regular Academic/Administrative, Managerial/Professional, and Office/Service employees of the University of Nebraska with an FTE of .50 or greater, as well as other employees (including graduate student and temporary employees) who have worked for at least 1,250 hours during the year preceding the start of the requested leave, are eligible for family/medical leaves of absence according to the provisions contained herein.

1. Purposes

a. Family/medical leaves of absence may be used for the following reasons:
1) To address a serious health condition of the employee's child, parent, or spouse. A serious health condition shall mean a disabling physical or mental illness, injury, or impairment which requires any of the following:

- in-patient care in a hospital, nursing home, or hospice; or
- constant in-home care; or
- continuing treatment by a health care provider.

Child shall mean a biological, adopted, or foster child, a stepchild, a legal ward, or other child for whom the employee has day-to-day responsibility to care for and financially support. Parent shall mean a biological parent or other individual who had day-to-day responsibility to care for and financially support the employee when the employee was a child, or a person bearing the same relationship to the employee's spouse.

2) To address a serious health condition of the employee which prevents the employee from performing the essential functions of his or her job.

3) To address maternal/paternal concerns associated with the birth of a child or the placement of a child with the employee for adoption or foster care.

4) In association with a death in the immediate family, "immediate family" shall mean wife, spouse, children, parents, grandchildren, grandparents, or persons bearing the same relationship to the spouse. The term shall also include brothers, sisters, brothers-in-law, and sisters-in-law.

b. Family/medical leave may be taken in conjunction with sick leave, vacation leave, or funeral leave (as may be appropriate based on the circumstances necessitating the employee's absence). Note: Existing policy allows use of paid sick leave for medical incapacity related to pregnancy and childbirth and up to five (5) days paid sick leave when illness or injury to, or death of, a member of the immediate family demands the employee's presence. Please see sick leave and funeral leave policies.

2. Financial

a. Family/medical leaves of absence shall be without pay.

b. The employee may request that a paid leave balance (i.e., sick leave, vacation leave, funeral leave) be charged for all or part of the family/medical leave if such paid leave would otherwise be granted based on the reason for the absence. In such cases, the paid leave time will apply toward the family/medical leave period as defined in paragraph 4.a.

c. Employees on family/medical leave, who are enrolled in the University's insured benefit programs, may continue to participate in such programs and continue to receive employer contributions for the period of family/medical leave.

d. Employees on family/medical leave may retain accrued, unused vacation and sick leave but shall not accrue such leave while on unpaid family/medical leave status.

3. Approvals

a. It is the intent of this policy that employees will have a right to family/medical leaves of absence for the purposes stated in Section 1; however, in order to assure uniformly fair
administration of the policy, the specific terms of each family/medical leave will be subject to administrative review and approval through a process to be established by each campus and set forth in a written policy statement.

b. Requests for family/medical leaves of absence must include the reason for the request and the anticipated time period and must be approved through the appropriate campus process as provided in Section 3.a. above. Appropriate certification or documentation may be required by the University.

c. Requests for foreseeable family/medical leaves of absence shall be made as reasonably far in advance as possible (if possible, thirty (30) days in advance). Unforeseeable family/medical leave may be requested as soon as practicable (within one or two working days of becoming aware of the need for family/medical leave).

d. If the timing of the family leave as requested will cause undue hardship on the department or the University and if the timing of the leave can reasonably be altered without conflicting with the employee's purpose for requesting the leave, the department may suggest alternative dates which will accommodate the employee while still meeting the needs of the University. Such alternatives may include modification of the proposed starting/ending time periods, alternative working schedules, or other reasonable approaches. If the employee and the department cannot agree upon the details of the leave, the request shall be referred to the appropriate administrator (as defined by each campus within the written policy statement).

4. Time Provisions and Limitations

a. Total use of family/medical leave by an employee may not exceed twelve (12) work weeks in any rolling 12-month period, measured backward from the date an employee uses any family/medical leave (except that such measure may not extend back before August 5, 1993).

b. Under exceptional circumstances if leave for a longer period is needed, the employee may request an unpaid "personal leave of absence" for a total period of time which, when combined with the family/medical leave and other paid or unpaid leaves, does not exceed one year. Such leave may be granted when it is in the best interest of the institution and shall be governed by the appropriate policy for the applicable personnel category. The employee may continue to participate in the University's insured benefits programs while on an unpaid "personal leave of absence" provided he or she pays the full employer and employee contributions while on such status.

c. Family/medical leave may be taken on an intermittent (rather than on an uninterrupted) basis or on a reduced schedule if medically necessary as a result of an employee's serious health condition or that of his or her spouse, child, or parent or when the reason for the leave is the birth of a child or the placement of a child for adoption or foster care.

5. Reinstatement

a. Employees who take a family/medical leave of absence from a position within the University will be able to return to the position vacated or equivalent. In the event of budgetary or organizational changes during the period of absence, the employee shall be treated as if he or she were occupying the position at the time of the change.

b. If an employee does not return to work following the permitted leave, unless other arrangements are made, he or she shall be considered to have resigned from the University effective the last day worked.
6. Family Medical Leave Act of 1993

This policy complies with the Family Medical Leave Act of 1993 ("Act"), and the regulations promulgated thereunder, the terms, conditions, and definitions of which are incorporated herein. To the extent that the Act or regulations shall be amended, such amendments shall become part of this policy. To the extent that this policy should conflict with the Act, the Act shall prevail, except where the policy grants a right greater in scope than the Act.

BRUN, Minutes, 58, p. 160 (September 10, 1993).

RP-3.3.12 Crisis Leave Sharing Policy

1. Background

As the demographics of the workforce continue to change, it is important that employers recognize changes and adopt appropriate workplace policies. One such change is the increasing trend toward families with all caregivers employed resulting in a greater number of circumstances in which an unexpected family crisis necessitates an employee’s absence from the workplace and considerable economic difficulty for the employee. In an effort to provide some measure of assistance to University employees who may experience such circumstances, a Crisis Leave Sharing Policy is hereby established.

2. General Purpose

Each major administrative unit (campus) of the University of Nebraska will establish a crisis leave pool, the purpose of which is to allow employees to donate accumulated vacation leave for potential use in emergency situations by other employees whose leave has been exhausted. This policy provides the general rules governing the administration and use of crisis leave pools.

3. Donation of Leave

Regular employees who earn vacation leave may donate to the crisis leave pool up to three (3) accumulated vacation days per calendar year. A campus may, by written policy, establish exceptional circumstances under which greater amounts of crisis leave, not to exceed five (5) days per calendar year, may be donated. Donations of accumulated vacation leave to the crisis leave pool will be accounted for on the basis of the number of days donated rather than the dollar value of the days donated. Employees may not donate vacation leave which would otherwise be lost under applicable University policy. Crisis leave may not be donated in units of less than one full day (eight hours).

4. Granting of Crisis Leave

a. Subject to the eligibility requirements contained in this policy and any eligibility requirements in a campus policy, a regular employee (one who has completed original probation) may, upon approval of the campus administration, receive from the crisis leave pool up to the number of days of vacation leave he or she accrues in one calendar year, not to exceed twenty-four (24) work days. Crisis leave will not be granted in units of less than one day and shall be prorated for employees who work less than full-time.

b. Regular employees are eligible to receive crisis leave (1) when all of their available sick leave, vacation leave, and compensatory leave (as may be applicable to the purpose of the crisis leave request) have been exhausted, and (2) when additional leave is required for one of the following reasons:

1) serious illness of the employee or the employee’s spouse; or
2) serious illness of the employee’s child or parent, or a person bearing the same relationship to the employee’s spouse.

c. For the purposes of this policy, a “serious illness” is defined as an illness

1) that requires at least one overnight stay in a hospital, hospice, or other residential health care facility under the treatment or supervision of a physician or other licensed health care provider, or

2) that requires an absence from work for more than three (3) days as recommended by a physician or other licensed health care provider or

3) is a chronic or long-term illness that is incurable or so serious that, if untreated, would probably lead to incapacity for more than three days and requires continuing medical treatment or supervision.

5. Campus Administrative Procedures

a. In order to assure consistent administration of this policy on each campus, specific campus procedures and criteria for donation and use of crisis leave shall be approved by each Chancellor and set forth in a written campus policy statement.

b. Requests for donated crisis leave must include the reason for the request and the anticipated time period of the leave. Appropriate certification or documentation from a treating physician or other licensed health care provider may be required by the University.

c. Each request for crisis leave shall be evaluated upon criteria which include:

1) whether or not the reason for the leave is appropriate under the policy;

2) the availability of leave within the crisis leave pool; and

3) the employee’s record of leave use.

d. Denial of crisis leave shall not be a grievable event under any campus or University grievance policy or procedure.

Reference: BRUN, Minutes, 61, p. 87 (November 22, 1997).
Report to the BRUN, Minutes, 70, p. 38 (September 9, 2011).

RP-3.3.13 Parental Leave Policies

The following Parental Leave Policies are intended to establish and clarify the leaves available to University faculty and staff in cases of pregnancy, childbirth, and adoption. The general purpose of these policies is to allow employees to balance their work and family life while preserving the legitimate interests of the University as an employer and the public served by the institution. Supervisors are expected to work cooperatively and supportively with employees in the arrangement of leave under these policies.

1. Medical Maternity Leave

Under University policy, and as required by federal law, the time during which an employee or faculty member is unable to work because of a medical disability caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom will be covered by the provisions of the University’s sick leave policy or by the provisions of the University’s disability leave program depending on the category and associated leave eligibility of
the affected faculty or staff member. Faculty and staff are therefore eligible for paid leave for such absences under the provisions of the applicable leave policy.

There shall be no stipulated medical maternity leave requirement either before or after childbirth. Leave requirements will vary depending upon each employee’s individual circumstances; the advice of an attending physician or other licensed health care provider will normally determine the appropriate length of a leave. An eight-week total leave period for pre-partum and post-partum care and recovery, during which time the employee will be excused from all duties, will be considered normal; however, more or less leave time may be taken based upon individual health circumstances.

In order to assure continuity of instruction for students, a female faculty member will normally be excused from instructional duties during the semester or other instructional period that the medical maternity leave, or a majority of said leave, occurs.

The provisions of Section 3.4.3.3 of the Bylaws of the Board of Regents permitting an employee’s paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of medical maternity leave.

2. Paternal Leave to Provide Care/Assistance to Mother and/or Child

For those male employees who wish to take leave upon the birth of a child because the health of the employee’s spouse or child requires the employee’s presence or because such presence would be beneficial to the employee’s spouse or child, up to five days paid leave may be taken chargeable to either sick leave or disability leave depending on the employee’s appointment category.

The provisions of Section 3.4.3.3 of the Bylaws of the Board of Regents permitting an employee’s paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of such paternal leave.

3. Adoption Leave

While medical maternity leave is traditionally based upon, and is a response to, the birth mother’s need to recover from the disability associated with pregnancy and birth, there is no medical disability associated with adoption. That is, since there is no impact to father or mother in the form of disability in the case of adoption; neither parent needs more recovery or preparation time than the other. Therefore, the paid leave granted to adoptive parents must be gender neutral. To do otherwise, places the University at risk of violating gender discrimination laws. This Adoption Leave Policy is a gender neutral policy designed to meet the requirements of Neb. Rev. Stat, § 48-234, and is also designed to meet instances involving single parent adoption, whether that parent be male or female.

Upon commencement of the parent-child relationship by adoption of a child, a newly adoptive parent, who is the primary care giver for the adopted child, may take up to eight weeks paid leave to provide care and assistance to the child chargeable to either sick leave or disability leave depending on the employee’s appointment category. Upon commencement of the parent-child relationship by adoption of a child, a newly adoptive parent, who is not the primary care giver for the adopted child, may take up to five days paid leave to provide assistance in the care of the child chargeable to either sick leave or disability leave depending on the employee’s appointment category. For the purposes of this section, commencement of the parent-child relationship means the earlier of when the child is placed in the physical custody of the employee for the purposes of adoption or when the parent departs his or her home for the purposes of obtaining such physical custody of the child. Notwithstanding the foregoing, adoption leave shall not be available if the child being adopted is a special needs child over eighteen years of age, a child who is over eight years of age and is not a special needs child, a step child being adopted by his or her step parent, a foster child being adopted by his or her foster parent, or a child who was originally under
a voluntary placement for purposes other than adoption without assistance from an attorney, physician, or other individual or agency which later results in a petition for the adoption of the child by person with whom the voluntary placement was made.

In order to assure continuity of instruction for students, a primary care giver adoptive parent with instructional duties will normally be excused from such duties during the semester or other instructional period that the adoption leave, or a majority of said leave, occurs.

The provisions of Section 3.4.3.3 of the Bylaws of the Board of Regents permitting an employee’s paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of adoption leave.

4. Family/Medical Leave Act/Policy Coordination

Under the federal Family and Medical Leave Act (FMLA), and related University policy, eligible faculty and staff have a right to take up to twelve weeks leave for certain qualifying events, including the birth of an employee’s child or the placement of a child through adoption and care of the child upon birth or placement through adoption. Any parental leaves taken pursuant to the foregoing parental leave policies are, by definition, related to qualifying events under the FMLA and will therefore be considered part of the twelve-week FMLA leave period. Specific rights and responsibilities of employees under the FMLA are addressed in the University of Nebraska Family/Medical Leave of Absence Policy.

5. Leave Request/Approval Procedures

In order to assure uniform and consistent administration of this policy, the specific terms of each parental leave will be subject to review and approval through a process to be established on each campus and set forth in a written policy statement approved by the campus Chancellor and the Associate Vice President for Business and Finance and Director of Human Resources.

Reference: BRUN, Minutes, 62, p. 47 (June 20, 1998)
BRUN, Minutes, 63, p. 80 (September 29, 2000).
Chapter 4. Rights and Responsibilities of Professional Staff

**RP-4.1 Political Activity**

**RP-4.1.1 Academic Responsibility**

The Board of Regents hereby makes its position clear on certain matters important to the general welfare and future progress of the University.

1. We are determined that the instructional programs, and opportunities for learning that they extend to students, shall continue without interruption.

2. Our expectations of the faculty are clear—we expect them to fully meet their professional obligations to the University and to their students. Those faculty members who miss classes are obligated to make every reasonable effort to make up any, and all, of the work omitted.

3. It is clear that when political activities interfere with the fulfillment of professional and contractual obligations, judgments must be made and appropriate action taken. The prime administrative responsibility for such judgments belongs to the President.

4. We wish to direct attention, particularly that of all members of the University community, to “The Student in the Academic Community,” (RP-5.1.2), a document inaugurated by students, developed in concert with the faculty and administrative officers, and approved in June, 1968, by the Board of Regents. In speaking of the University, this document declares:

   Each member of the community should be treated with respect and dignity. Each has the right to learn. This right imposes a duty not to infringe upon the rights of others. The academic community should assure its members those opportunities, protections, and privileges which provide the best climate for learning.

   The foregoing statement, in our opinion, makes clear that the right to learn is a basic right on our campuses and as a consequence this Board, as the governing authority, is determined to make certain that this right shall not be abused. It is our intention that the right to dissent shall be honored but that the exercise of it will not be allowed to interfere with the rights of those who prefer not to participate in that exercise.

   BRUN, Minutes, 56, p. 149 (September 6, 1991).

**RP-4.1.2 Regent Campaigns**

No administrative officer of the University of Nebraska shall be asked to participate or shall participate, directly or indirectly, in the campaigns for election of members of The Board of Regents. This prohibition shall not be interpreted as limiting an administrative official from exercising his or her right to vote for a candidate for public office.

Reference: BRUN, Minutes, 33, p. 151 (July 12, 1971).

**RP-4.2 Academic-Administrative Personnel Matters**

**RP-4.2.1 Prohibition of Rollover Contracts**

Neither the President nor administrative officers designated by the President to approve employment contracts pursuant to Section 3.2 of the *Bylaws of the Board of Regents* may approve contracts of employment providing for automatic renewal (so-called “rollover” contracts).

Reference: BRUN, Minutes, 62, p. 50 (June 20, 1998).
RP-4.2.2 Faculty Assistance for Doctoral Study

1. The purpose of the Faculty Assistance for Doctoral Study Program is to encourage faculty who do not hold doctorates, but who have made substantial contributions to the University, to undertake full-time doctoral study for a one-year period. While it is recognized that one year is not sufficient time to attain a doctorate, this may allow people to complete a doctorate which has been started on a part-time basis or make a substantial start on one which may then be completed by part-time or summer study.

2. Eligibility for participation in the program of Faculty Assistance for Doctoral Study is limited to persons who have held full-time faculty appointments with the University of Nebraska for six consecutive years.

3. Faculty Assistance for Doctoral Study will provide the faculty member with one-half pay for his or her normal annual appointment period in order to permit full-time doctoral study that will improve the faculty member's ability to contribute to the academic program. It is presumed that the benefits of the advanced study will be enjoyed by the University for many years, but it is mandatory that each award winner spend at least one year in the employment of the University after completing a year of full-time study under this program. In the event that a participant in this program requests and receives an unpaid leave of absence which commences immediately after completion of the financially assisted year, the additional service obligation may be deferred until the unpaid leave of absence has expired.

4. A faculty member's study stipend may be supplemented with outside funds up to the level of the faculty member's normal, full-time compensation, provided that the individual maintains a full-time course of study.

5. The number of Faculty Assistance Awards for Doctoral Study will be dependent upon the availability of funds.

6. Awards for Faculty Assistance for Doctoral Study will be granted at the discretion of the Board of Regents upon recommendation by the President and the appropriate Chancellor. Nominees will be selected on a competitive basis under rules promulgated by the Chancellor in consultation with the faculty. Selections will be made with due regard to the benefits to be derived by both the faculty member and the University. Priority will be given to those who are earning a doctorate in an area of high relevance to the employing college and who have already taken some doctoral level courses to demonstrate their ability. Applications for the award must be submitted in writing well in advance of the anticipated date of the full-time study. The application must show evidence of acceptance into a doctoral program, of the course work completed during the year of assistance, and of the overall plan for completing the degree.

7. In reviewing application for awards for doctoral study, consideration may be given to any previous leaves granted to the applicant during the six preceding appointment years.

8. If, after an award for doctoral study has been announced, it becomes apparent that the faculty member cannot undertake the doctoral study as planned, the award may be deferred at the discretion of the cognizant Chancellor. Or, the award may be withdrawn and awarded to another applicant upon recommendation by the cognizant Chancellor and approval by the Board.

9. Upon return to normal academic duties, the person given an award for doctoral study must file an official transcript of completed work with the dean of his or her respective college. A copy of this transcript should be sent to the respective Chancellor.
10. During the year awarded for study, the duties of each awardee will be: deferred until the faculty member returns; assumed by colleagues; and/or carried by temporary staff employed by funds made available by salary savings from the half-salary awards.


**RP-4.2.3 Faculty Development Fellowships**

1. Eligibility for participation in the Faculty Development Fellowship program is limited to persons who have held full-time appointments within the University of Nebraska for six years or more at the rank of assistant, associate or full professor, or equivalent rank. Faculty Development Fellowships will be available on a competitive basis, rather than as an automatic reward for years of service. However, it is expected that all qualified faculty will be eligible to participate in the program. The program cannot be used for the purpose of pursuing an advanced degree.

2. A Faculty Development Fellowship will provide the faculty member with full pay for one-half of his or her normal appointment period, or 50% of regular pay for all of his or her normal appointment period, in order to engage in scholarly research, artistic activity, or study of teaching or professional innovations which will improve the faculty member's ability to contribute to the academic programs of the University of Nebraska. During the period of the fellowship award, the University will continue to make its full contribution to the various employee benefit programs in which the individual is enrolled. Emphasis will be directed toward maximum flexibility in fashioning fellowship proposals to the respective campus program structures. It is presumed that the benefits of the fellowships will be enjoyed by the University for many years after the fellowship has been completed, but it is required that each award recipient spend at least one year in the employment of the University after completing the fellowship.

3. Six full years of service must elapse before a candidate who has previously been awarded a Faculty Development Fellowship is eligible to be considered again.

4. A faculty member's fellowship stipend can be supplemented with outside funds up to a level of the faculty member's normal full-time compensation.

5. The number of fellowship awards available each year should be one award for every ten eligible faculty members. Additional fellowship applications will be considered on an individual basis.

6. Within each campus, fellowship awards will be made on a competitive basis under rules promulgated by the Chancellor, in consultation with the faculty. Fellowships will be awarded with due regard to the benefits to be derived by both the faculty member and the University. Application for the program must be in the form of a written, detailed proposal submitted well in advance of the anticipated starting date of the fellowship. The proposal must provide evidence that the activities contemplated for the fellowship can actually be carried out. In particular, evidence of concurrence on the part of any proposed participating institution and/or individuals must be provided. Final recommendations to the President and Regents for Faculty Development Fellowship award recipients on each campus will be made by the cognizant Chancellor.

7. If, after a fellowship award has been announced, it becomes apparent that the specific proposal for that fellowship cannot be implemented, the award may be continued on the basis of an alternative proposal, or deferred, or withdrawn, at the discretion of the cognizant Chancellor.

8. In reviewing applications for fellowships, consideration may be given to any previous leaves granted to the applicant during the six preceding appointment years.

9. Upon return to normal academic duties, a person awarded a fellowship must file a written report with the cognizant Chancellor that compares the faculty member's actual activities with those outlined in the proposal, the relationship of these activities to his or her intellectual, artistic, and/or
professional growth within his or her discipline, and the ways in which the faculty member feels that experience gained during the fellowship will improve his or her performance as a faculty member at the University.

10. During the fellowship period the duties of each award recipient will be deferred until the faculty member returns, or assumed by replacement faculty or undertaken by another faculty member in the department.


**RP-4.2.4 Maude Hammond Fling Fellowships (Repealed)**

The Maude Hammond Fling Fellowships Policy, adopted December 11, 1971, BRUN Minutes, 34, pp. 21-21, is repealed.

Reference: BRUN, Minutes, 34, pp. 20-21 (December 11, 1971).
BRUN, Minutes, 35, p. 170 (December 9, 1972).
BRUN, Minutes, 54, p. 213 (July 22, 1989).
BRUN, Minutes, 74, pp. 19-30 (May 25, 2016).

**RP-4.2.5 Health Care Policy for Tenured Early Retirees (Repealed)**

University of Nebraska Health Care Policy for Tenured Early Retirees, adopted November 22, 1997, BRUN Minutes, 61, p. 86, is repealed.

Reference: BRUN, Minutes, 61, p. 86 (November 22, 1997).
BRUN, Minutes, 66, p. 52 (September 8, 2006).

**RP-4.2.6 Emeritus Status**

Emeritus status is the rank customarily awarded by the President or Chancellor of each campus to a faculty member at the time of his or her retirement. Emeritus status is given in recognition of substantial service rendered to the University in the field of teaching, research, or service and to facilitate retired faculty to continue their research and to provide advice and the benefits of their expertise to colleagues and students. Emeritus status may also be given to senior administrators including, but not limited to, Chancellors, Vice Presidents, Vice Chancellors, Deans, and other administrators whose work with academic programs has contributed to the educational work of the University.

The Board of Regents must approve emeritus status for a retiring president.

Designations of emeritus status are reported to the Board of Regents in the regularly scheduled personnel reports.

While length of service is not necessarily material, employment for at least ten years is to be presumed, although exceptions to this term may be made by the President or Chancellor awarding the emeritus rank.

1. **General Principles**

While it is believed that, because of past service, there are substantial perquisites and privileges which should accrue to persons who have retired from active service to the University because of having reached retirement age or because of ill health, emeritus status normally signifies non-activity in connection with all assigned duties. Retirement should not sever all appropriate connection between the person and the University, and emeritus members are encouraged to maintain their associations and to continue study, scholarly investigation, and professional advising of students.
The practical development of this program of continuation is indicated in essence in the following paragraphs.

2. Privileges

   a. Office space or desk room, while ordinarily not assigned to emeritus faculty, may be so assigned by the dean or director of the division concerned if, in his or her judgment, such location is especially desirable in a given instance and it is recommended by the staff of the department.

   b. Similarly, research facilities, while not ordinarily available to emeritus faculty, may be granted, where practicable, by the dean or director, if the proposed work is deemed, by the dean or director, to be a considerable contribution to the scholarly life of the University and it is recommended by the staff of the department. When an emeritus member is pursuing such study, he or she has the same rights as active members of the faculty in applying for publication privileges or for grants-in-aid for research.

   c. Unless renewed, the assignments end with the University fiscal year.

Any item not covered in this policy shall be determined by the chief executive officer of the college or division concerned in conformity with the implications of similar relationships herein included, or referred to the Chancellor for ruling.

3. Perquisites

   Official rosters of the University shall carry the names of living persons officially awarded emeritus status.

   a. On all formal occasions, in all social affairs, in all public meetings, and as University representatives, emeritus members are recognized on the same basis as active staff members. They do not attend departmental or faculty meetings except upon invitation by the presiding officer thereof, and then without vote. Emeritus faculty may also attend senate meetings without vote but with privileges of the floor.

   b. Official notices and communications will be accommodated to these ends, using, where necessary, the United States mail.

   c. When emeritus members are called upon to act as references for former students, to furnish information to earlier associates, or to perform any other similar University service stemming from a responsibility which continues beyond their retirement, it is expected that they will use official stationery and such other departmental office privileges as they might customarily use.

   d. Library and e-mail privileges shall continue, fully, subject to the same limitations as are necessary for active staff members.

   e. Student Union, cultural and athletic events, etc. are available to emeritus members pursuant to campus policies.

   f. Emeritus faculty may submit manuscripts or studies for publication, subject to acceptance by publishing boards.

Reference: BRUN, Minutes, 19, pp. 16-17 (January 29, 1949).
BRUN, Minutes, 70, p. 47 (December 8, 2011).
RP-4.2.7 Senior Consultant Status — UNMC

Staff members of the University of Nebraska Medical Center who serve without compensation shall be retired under the same age stipulation as salaried members of the University staff. Members of the volunteer and part time faculty may, based on the recommendations of his or her department chair and dean, be placed on senior consultant status rather than the former term "emeritus."

The senior consultant will be relieved of routine assignments in the teaching and service programs. Attendance at department, staff, and faculty meetings, without vote, is permitted. The senior consultant may be called on for advice and counsel and for such lectures or conference participation as the consultant's skill and experience make desirable.

BRUN, Minutes, 18, p. 153 (December 19, 1947).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-4.2.8 Evaluation of Faculty and Administrators

The President of the University of Nebraska System is directed to see that every full-time academic and administrative employee receives a written performance appraisal for the academic/fiscal year and that such appraisal is discussed between the appraised employee and his or her superior. The President is asked to certify that this has been accomplished by the September Board meeting. Chancellors in consultation with faculty and administrators are to develop the criteria and format to be used for the appraisals of campus employees.

Students shall be given the opportunity to evaluate their own teachers and courses.¹

The annual evaluation of Central Administration personnel has been and will remain the responsibility solely of the Board and chief executive officer.²

Reference: ¹BRUN, Minutes, 37, p. 6 (February 2, 1974).
²BRUN, Minutes, 44, p. 81 (January 12, 1980).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-4.2.9 Faculty Status of Librarians

Faculty status for professional librarians may be given to individuals on the library staff by the Board of Regents.

Reference: BRUN, Minutes, 18, p. 306 (October 30, 1948).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-4.2.10 Faculty Status for Museum Personnel

The Board approved a plan for determination of the appropriate academic rank for academic-administrative personnel at the University of Nebraska State Museum.

Reference: BRUN, Minutes, 39, p. 298 (September 8, 1976).

RP-4.2.11 Financial Exigency Procedures

   a. When a Chancellor, in consultation with the President, believes that a financial crisis threatens his or her major administrative unit (campus) as a whole to an extent which may justify declaration of a state of financial exigency, the procedures of this policy shall
be followed. The perceived financial crisis shall be an extraordinary one of such magnitude that normal operations cannot be maintained and programs therefore must be significantly altered in order to meet required budgetary reductions. Factors other than a financial crisis, including the desire to reorganize a major administrative unit or one or more of its sub-units, or the desire to implement long-range changes in educational policy, shall not be used to justify the declaration of a state of financial exigency. However, declaration of a state of financial exigency shall not preclude consideration of these factors in developing solutions for resolving the financial crisis.

b. Each major administrative unit shall have a Financial Exigency Committee which shall be established and constituted in accordance with policies of the major administrative unit. The Chancellor shall call the Financial Exigency Committee into session and shall provide it with relevant information concerning the nature and severity of the perceived financial crisis. The Financial Exigency Committee shall then determine whether in its opinion extraordinary circumstances, because of financial exigencies as defined in Section 4.16 of the Bylaws of the Board of Regents, exist and shall communicate its determination to the Chancellor in writing.

c. If the Chancellor and the Financial Exigency Committee agree that extraordinary circumstances because of financial exigencies exist, a joint recommendation for declaration of a state of financial exigency shall be forwarded to the President, together with all supporting documents. If the determinations of the Chancellor and the Financial Exigency Committee differ, both recommendations together with all supporting documents shall be presented by the Chancellor to the President.

d. If upon consideration of such information the President concludes that extraordinary circumstances because of financial exigencies exist, he or she shall recommend to the Board of Regents that a state of financial exigency be declared for the affected major administrative unit.

e. A state of financial exigency shall exist only upon declaration by the Board of Regents.

2. Financial Exigency Procedures

a. Upon declaration of a state of financial exigency, the Financial Exigency Committee shall expeditiously make recommendations to the Chancellor on means by which the financial crisis can be resolved. The Financial Exigency Committee shall concurrently apprise the faculty senate of its deliberations and advice.

b. The Financial Exigency Committee shall initially identify and evaluate cost-reduction measures designed to avoid the need for removal of faculty, and shall recommend to the Chancellor such alternatives as it deems to be feasible and appropriate, including removal of non-faculty personnel. The Chancellor shall present his or her recommendations on cost-reduction measures to the President.

c. The President and the Board of Regents shall thereafter consider and implement such cost-reduction measures, short of removal of faculty, which they deem feasible and appropriate. The hiring of new faculty during a state of financial exigency shall be limited to extraordinary circumstances, wherein an academic program would otherwise be seriously affected. Any such proposed new hiring shall be stringently reviewed by the appropriate elected faculty body in each school or college.

d. If the Chancellor, in consultation with the President, determines that the cost-reduction measures to be implemented under subsections (a), (b), and (c) of this section are insufficient to resolve the financial crisis, the Chancellor shall ask the Financial Exigency Committee to recommend programs for reduction or elimination and to develop
recommended procedures for the removal of faculty. In the development of such recommended procedures, the Financial Exigency Committee shall be guided by the following principles:

1) Such procedures shall assure maximum protection of the academic programs of the University and the educational needs of its students, consistent with the role and mission of the major administrative unit.

2) Such procedures shall protect the University’s commitment to tenure, and shall not recommend the removal of tenured faculty or non-tenured faculty during the term of their appointment, with less than twelve months notice unless such length of notice is not feasible under the circumstances of the financial crisis.

3) Such procedures shall protect the University’s commitment to affirmative action.

4) Such procedures shall provide for prompt and explicit notice to faculty whose removal is being considered and shall provide them a timely opportunity to be heard before the decision is made.

5) Such procedures shall identify the criteria and procedures, including faculty participation mechanism, to be used in the identification of programs to be reduced or eliminated and faculty to be removed, and consideration of both short-term and long-term effects of proposed reductions or eliminations.

6) Such procedures shall provide for appropriate and expeditious review and appeal mechanisms for programs identified for elimination during the financial exigency.

7) Such procedures shall provide appropriate and expeditious appeal mechanisms through existing faculty committees where faculty removed by reason of the financial exigency may raise issues related to the criteria and the procedures used in, and applied to, their removal, and whether or not extraordinary circumstances because of financial exigency exist.

8) Such procedures shall include provisions for the placement and reinstatement of faculty who are removed, including, but not limited to, the following:

   a) All efforts shall be made to provide suitable placement of removed faculty elsewhere in the major administrative unit. Assistance should also be provided to the maximum extent feasible from University resources to facilitate adaption of removed faculty elsewhere.

   b) Such procedures shall provide for preferential rehiring of any removed faculty member as required by Section 4.12 of the Bylaws of the Board of Regents.

   c) Any faculty member removed for reasons of financial exigency shall be appointed as an affiliate faculty member in the department in which she or he held a regular appointment or, if the department is eliminated, in the school or college of which the department was a part, for a two-year period after removal. Affiliate faculty members so appointed shall have access to University libraries, cultural, and recreational facilities equal to those enjoyed by regular faculty and continuation of graduate faculty status. In addition, faculty removed for reasons of financial exigency shall be permitted to maintain at their expense University retirement and health, life and other insurance benefits.
d) Throughout its deliberations regarding development of recommended procedures for the removal of faculty, the Financial Exigency Committee shall maintain close and regular consultative contact with the Chancellor and the faculty through the faculty senate.

e) The Financial Exigency Committee shall submit its recommended procedures for the removal of faculty to the Chancellor. The Chancellor may recommend revisions or amendments to these recommended procedures as he or she deems appropriate and shall present the same to the President and the Board of Regents for consideration. Any such recommended revisions or amendments made by the Chancellor shall be specifically noted. The Board of Regents may make such changes and revisions to the recommended procedures as it deems appropriate. The final procedures for the removal of faculty due to financial exigency shall be effective upon formal adoption by the Board of Regents.

f) The Chancellor, in consultation with the President, shall make decisions concerning the removal of faculty consistent with the procedures adopted by the Board of Regents. In arriving at such decisions the Chancellor shall consult closely with the Financial Exigency Committee.

3. Termination of a Financial Exigency

a. It is the responsibility of the President and his or her staff to monitor closely the University's financial situation throughout the duration of a state of financial exigency. If the President should determine that a financial crisis no longer exists, a recommendation that the financial exigency be terminated shall be submitted to the Board of Regents.

b. A state of financial exigency will cease to exist upon its termination by the Board of Regents.

Reference: BRUN, Minutes, 53, p. 80 (December 12, 1987).

RP-4.3 Standards for Promotion, Continuous Appointment, and Salary Adjustment

RP-4.3.1 Policies for the Granting of Tenure

1. Specific Term Appointments

The present tenure system of the University of Nebraska, as specified in the Bylaws of the Board of Regents, is hereby reaffirmed, though certain adjustments in its procedures (as described below) will be made to insure its continued operation in the best interests of the University. These adjustments will enable the University to pursue the Regents' goal of reducing the level of tenure density over the next several years, while at the same time continuing to improve the academic quality of the institution.

In cases of very special merit and only then with review and personal recommendation by the campus Chancellor and the President, tenure may be awarded at any time prior to the expiration of the full probationary period. Normally, tenure will be awarded only at the end of the full probationary period, i.e., at the end of the seventh year of employment of a faculty member without prior tenure-relevant experience. This policy will be adapted in the manner indicated in the Bylaws of the Board of Regents in the cases of faculty who do have previous tenure-relevant experience. In implementing this policy, the following procedures will be employed:
a. Annual intensive departmental and college level reviews of all faculty working for tenure are mandatory. These annual reviews will make specific recommendations for self-improvement and professional development which will enhance the faculty member's chances of eventually achieving tenure at the end of the probationary period. In some cases these annual reviews will result in notices of termination and, where appropriate, terminal contracts. Care should be taken that a positive annual review is not understood as a promise of eventual tenure. A positive review should be considered to be nothing more than a favorable but not binding prognosis.

b. A faculty member without previous tenure-relevant experience who is working for tenure will normally undergo a final major review with respect to tenure as close to the end of his or her sixth year of service as practicable. At the end of the sixth year of service the faculty member will be notified that he or she will be awarded either a one-year terminal contract, or a one-year appointment for the seventh year of service and tenure at the conclusion of the probationary period, i.e., at the beginning of the eighth year. In cases of special merit, exceptions to this seven-year probationary period may be made upon review and personal recommendation by the campus Chancellor and the President.

c. A new faculty member with three or more years of previous tenure-relevant experience who is working for tenure will normally undergo a final major review with respect to tenure as close as practicable to the end of his or her third year of service at the University. At the end of the third year of service the faculty member should be notified that he or she will be awarded either a one-year terminal contract, or a one-year appointment for the fourth year of service and tenure at the conclusion of the probationary period, i.e., at the beginning of the fifth year. In cases of special merit, exceptions to this four-year probationary period may be made upon review and personal recommendation by the campus Chancellor and the President.

The chief academic officer of each campus will see to it that specific written standards for tenure are reviewed, strengthened where necessary, widely distributed, and stringently enforced, with provisions being made for variations of criteria according to discipline and academic unit whenever the chief academic officer feels such variations are justified. The chief academic officer of each campus should consider seeking the advice of an all-campus committee of distinguished scholars, teachers, and researchers as part of the review of college and departmental tenure recommendations. Also, where practicable and feasible, evaluative comments should be sought from established authorities at other major universities in each tenure candidate’s academic field. This concern for rigorous tenure standards should be demonstrable in the documents supporting all future tenure recommendations, i.e., tenure should be recommended only on the basis of demonstrated and documentable academic achievement, rather than on promise.

Of all the rewards, emoluments, and indications of esteem the University may offer its faculty members, tenure is the most significant for the University itself. For this reason, the tenure system should operate separately and independently of the University’s other reward systems, e.g., the salary and promotion systems. It must be made clear that the University's policy is that tenure and promotion are separate concerns, and that in cases where promotion is offered a faculty member before his or her probationary period is completed, no promise of eventual tenure is implied by the promotion. The important thing is that tenure recommendations should be developed in a context as free of other concerns as is practical.

The Executive Vice President and Provost should update the Tenure Density Report annually and distribute it to the campuses prior to the time annual departmental tenure reviews are begun. This updated annual study should serve as the University’s mechanism for keeping tabs on the current state of its tenure system.
2. Health Professions Appointments

There is no mandatory tenure review as such with specific term appointments. Rather, individuals with a health professions faculty appointment may request review for a continuous appointment at any time. The same criteria and evaluation process will be utilized as for those with specific term appointments. The awarding of a continuous appointment is governed by Section 4.4.3 of the Bylaws of the Board of Regents. Failure to achieve a continuous appointment is governed by the employment contract.

For purposes of the annual Tenure Density Report, health professions faculty appointments are combined with tenured and tenure-track appointments to compute tenure density.


RP-4.3.2 Continuous Appointment Report

Annually the Board of Regents shall receive a report listing those individuals granted continuous appointments during the previous academic year.


RP-4.3.3 Post-Tenure Review Policy

1. Purpose

The annual review process is intended to assist faculty on continuous appointment (tenured faculty) in achieving professional goals and maximizing contributions to the University throughout their professional careers. In cases where goals are not being met or contributions should be markedly improved, a post-tenure review under this policy will be conducted. This post-tenure review will emphasize the pattern of past performance, current interests of the faculty member, and the objectives for future contributions of the faculty member. The review will be based upon the principle of peer review and provide added assurance that faculty on continuous appointment are accountable for their performance.

2. Applicability of Review Process

All members of the faculty who have been on a continuous appointment pursuant to the Bylaws of the Board of Regents for a period of three or more years may elect or be required to undergo post-tenure review. A faculty member shall not be subject to or eligible for review under this policy more frequently than once every four years. A faculty member shall undergo a post-tenure review in either of the following circumstances:

a. A faculty member receives (after the third year of a continuous appointment):

1) A written annual evaluation that identifies a substantial and continuing deficiency in the faculty member’s performance which clearly states that, if substantial and acceptable progress toward removing the deficiency by the time of the next annual evaluation has not occurred, a periodic review will be initiated; and

2) Notification after the next annual review that the substantial and continuing deficiency in the previous evaluation has not been remedied, and that a post-tenure review is required.
b. A faculty member may request a review in accordance with the post-tenure peer review process. The purpose of such a review would be to provide helpful evaluation and assistance to the faculty member in planning a prospective program by which the faculty member can maximize his/her contributions to the University and more fully realize her/his professional goals.

3. Nature of the Review

For a review initiated under Section 2.a of this policy, a special peer review file shall be developed, containing a clear identification and description of the deficiency or deficiencies, copies of the faculty member’s last three annual reviews, and such other materials as are relevant. This file may be supplemented by the faculty member by including information the faculty member believes to be relevant, including a proposed plan to remove the deficiency.

For a review under Section 2.b of this policy, a file containing copies of the faculty member’s previous three annual reviews and such other material as may be relevant will be developed. One component of a post-tenure review under Section 2.a or 2.b shall be an evaluation by peers external to the campus when research productivity is an issue. Evaluation by peers external to the campus may be used when teaching and/or service/outreach productivity is in question.

4. Outcome of the Post-Tenure Review Process

A written appraisal with recommendations (as appropriate) will be developed, including a plan outlining the expectations as to how the faculty member can remedy any deficiency in performance or enhance the faculty member’s professional goals and contribution to the University. Any sanction to be imposed on the faculty member related to his/her performance shall be governed by the Regents’ Bylaws and must follow procedures prescribed in the Bylaws. All relevant University appeal mechanisms and procedures are available to faculty members being evaluated under this policy.

5. Each campus Chancellor shall insure that appropriate written procedures are developed to implement this policy.


**RP-4.3.4 Approval of Appointments to Endowed Chairs and Named Professorships**

The University of Nebraska is fortunate to have the resources and private funding necessary to establish and designate a substantial number of Endowed Chairs and Named Professorships. The purposes underlying these Chairs and Professorships are to advance the University's academic goals and objectives; to recognize and support faculty members of exceptional academic distinction; and to assist the University in its efforts to attract and retain outstanding scholars and leaders.

Except when a donor agreement otherwise specifies, the appointment of Endowed Chairs, Named Professorships, and similarly named appointments is governed by processes established by the relevant campus and approved by its Chancellor. In those instances when donor agreements supporting the appointments provide that the selection of the recipient is subject to the approval of the Board of Regents, the Board of Regents hereby delegates to the President the authority to approve these Chairs and Professorships and similarly named appointments, on behalf of the Board of Regents. The University shall provide timely written notice of such appointments to the University of Nebraska Foundation for those Chairs and Professorships funded through the Foundation.
Appointments to Endowed Chairs and Named Professorships shall be included in the quarterly personnel report provided to the Board of Regents.

Reference: BRUN, Minutes, 70, p. 47 (December 8, 2011).

RP-4.4 Intellectual Property

RP-4.4.1 Ownership of Intellectual Property

Central to the University of Nebraska’s mission is the creation, preservation, and dissemination of knowledge.

The University of Nebraska is committed to providing an environment that supports the research, teaching, and service activities of its faculty, students, and staff. As a matter of principle and practice, the University encourages all members of the University community to publish their articles, books, and other forms of scholarly communication in order to share openly and fully their findings and knowledge with colleagues and the public. This Policy is intended to promote and encourage excellence and innovation in scholarly research and teaching by identifying and protecting the rights of the University, its faculty, staff, and students.

Patent and copyright ownership and their associated rights are concepts that are defined by federal law. This Policy and the University’s patent policies are structured within the context of those federal laws. The University’s patent policies have been in operation within the University for many years and are hereby incorporated into this Policy.

The long standing academic tradition that faculty own the copyright to academic, scholarly and educational works resulting from their research, teaching, and writing is the foundation of the copyright policy described in this document. Exceptions to this rule may result from contractual obligations, from employment obligations, from certain uses of University facilities, or by agreement governing access to certain University resources. This Policy is intended to clarify many of these situations.

As used in this Policy, “University” shall refer to the University of Nebraska or one of its campuses and shall include any organization of the University whose primary purpose is to facilitate technology transfer and commercialization of the University’s Intellectual Property. “Intellectual Property” shall include, but is not limited to patentable inventions, mask works, tangible research property, trademarks, and copyrightable works, including software.

This Policy is included in the terms of employment of all University employees. Admission as a student at the University constitutes an agreement to abide by the terms of this Policy.

1. General Policy Statement

The prompt and open dissemination of the results of research undertaken at the University of Nebraska and the free exchange of information among scholars are essential to the fulfillment of the University’s obligations as an institution committed to excellence in research, education, and service. Matters of ownership, distribution, and commercial development nonetheless arise in the context of technology transfer, which is also an important aspect of the University’s commitment to public service. The University of Nebraska as a public institution has a responsibility to recognize the State’s contribution of tax support for research and creative activity by devoting an appropriate share of the products of that research to the further benefit of the University as a whole. The University must also recognize the intellectual contribution of Authors and Inventors, the need to provide incentives for enhanced intellectual activity, and the role such incentives play in recruiting and retaining creative individuals at the University.

“Author(s)” and/or “Inventor(s)” are defined herein as faculty, staff, and other persons employed by the University of Nebraska, whether full or part-time; visiting faculty and researchers; and any
other persons, including students, who create or discover Intellectual Property using University resources, as those terms are subsequently defined.

2. Early Disclosure and Incentives for Creative Effort; Use of the University’s Name

a. Early disclosure and incentives to create

This Policy is a framework to provide guidance in understanding the relationship between the University and those persons engaged in creative efforts at the University. In some instances, the result of the creative effort will be the property of the University, while in others some or all of these rights of ownership shall belong to the Author or Inventor. Where ownership rests with the University, the University will seek to recognize and provide incentives for those persons who make significant contributions to the University’s mission.

In some instances it may be difficult to foresee with certainty whether Intellectual Property created in a particular context is the property of the University or the employee. In such instances, the employee is encouraged to disclose in writing the nature of any creative endeavor that has potential commercial applications as soon as possible to the employee’s immediate administrative supervisor. This disclosure will provide an opportunity to discuss incentives, seek any necessary interpretation of this Policy, and secure the University’s support for the creative endeavor.

b. Use of University’s name

The University has an interest in how its name is used and an interest in protecting the value of that name. Individual Authors or Inventors cannot alone decide whether a project should be associated with the University’s name. An employee of the University may identify his or her affiliation with the University, but without prior written approval, may not otherwise suggest the University’s participation or endorsement of the conclusions of any study or research. Similarly, the University’s name may not be used, without prior written permission, in association with the sale or commercialization of the products of research by University employees. Again, early written disclosure will facilitate agreement between interested parties.


a. Applicable to all technologies and media

The issue of ownership of Intellectual Property resulting from activities of University employees arises in a number of different contexts involving a variety of creative works. Increasingly, University employees utilize new technologies and media to create new inventions, to improve the educational process, and to enhance the delivery and exchange of information. This Policy is intended to apply to all creative works, except patentable subject matter, regardless of the media in which they are distributed or the nature of their technological manifestation, now known or later developed.

b. Patent policies not affected

Notwithstanding anything otherwise stated in this Policy, ownership of patents shall be determined in accordance with University patent policies in Section 3.10 of the Bylaws of the Board of Regents of the University of Nebraska and Regents Policy 4.4.2, or as those patent policies may from time to time be amended.

It is essential, however, that Authors and/or Inventors understand that early publication of their patentable research results without notification to the University can compromise the
University’s patent rights in the research, and by implication, the Authors’ and/or Inventors’ royalty interest therein. Therefore, if an Author or Inventor wishes to publish research results which involve patentable subject matter, the Author or Inventor should first submit a patent disclosure to the University patent administrator and also disclose the existence of the pending publication so as to allow for the appropriate filings to preserve the University’s patent rights.

c. Residual Authors’ or Inventors’ Rights

Notwithstanding the University’s ownership of any particular Intellectual Property, the University shall not engage in any activity which unreasonably interferes with an Author’s or Inventor’s ability to continue the creative process. Therefore, except in such instances where the University can show that its interests will be significantly compromised, an Author or Inventor, while still in the employ of the University, shall be permitted to make revisions to and develop new works based upon the original creation. Except to the extent that an Author or Inventor may have a right to receive income based upon royalties or other fees generated from a work, this Policy provides no portability of other rights to University-owned Intellectual Property should the employment relationship between the University and the Author or Inventor terminate. However, in many cases it may prove possible for the University to grant a royalty-free license or an appropriate royalty-bearing license to the Author or Inventor to continue to use the techniques or other aspects of a creative work, even when the Author or Inventor is no longer employed by the University.

Comment

When a faculty member leaves the employment of the University, the University will continue to honor the terms of any agreement it has with the faculty member regarding University-owned Intellectual Property. For example, the University may agree to pay a faculty member a royalty for the development of a University-owned distance learning program. If the faculty member leaves, the University will continue to pay in accordance with the agreement with the faculty member. The faculty member may not, however, take other rights of ownership in the Intellectual Property, unless it is agreed to by separate written license agreement between the faculty member and the University.

d. Classification of creative works

The ownership of Intellectual Property created by a University employee is determined by the nature of the activity resulting in the Intellectual Property. Under this Policy, Intellectual Property not governed by Section 3.b (Patent Policy) is classified as either:

1) an Independent Work governed by Section 4;

2) a University Supported Work governed by Section 5;

3) an Institutional Work governed by Section 6; or

4) a Contractual Work governed by Section 7.

The ownership of Intellectual Property produced by non-employees, including students, arising out of activities associated with the University is governed by Sections 8 and 9 of this Policy.

Comment
The intent of this section is to categorize all works which may contain Intellectual Property rights into one of the listed categories and to allocate the Intellectual Property rights accordingly. Thus any work must be in only one category. It should be understood that the determination of whether a work is an Independent Work, a University Supported Work, or an Institutional Work depends on the context in which the work is created. Any of these works may be transformed into a Contractual Work by an agreement between the University and the Author or Inventor.

4. Independent Works

a. Independent Works Defined; Ownership

An Independent Work is a work that is not:

1) a University Supported Work, pursuant to Section 5;
2) an Institutional Work, pursuant to Section 6; or
3) a Contractual Work, pursuant to Section 7.

A University employee as the Author or Inventor of an Independent Work owns the Intellectual Property rights in that work.

Comment

It is the policy of the University of Nebraska that faculty shall own all rights to materials prepared and developed at their own initiative, without the use of any University resources, and not pursuant to an approved agreement. The University does not claim ownership of books, articles and other scholarly publications, or to popular novels, poems, musical compositions, or other works of artistic imagination that are created by the personal effort of faculty, staff and students and which do not make use of University resources.

5. University Supported Works

a. University Supported Work defined

A University Supported Work is a creative work developed in whole or in part with the customary use of University resources. "University resources" means all tangible resources provided by the University of Nebraska to Authors or Inventors, including salary, office, lab, studio space and equipment; computer hardware, software, and support; secretarial service; research, teaching, and lab assistants; supplies; utilities; funding for research and teaching activities; travel; and other funding or reimbursement.

b. Ownership of University Supported Works that do not involve use of substantial University resources

By long-standing tradition and the contemporary need to remain competitive in recruiting and retaining a creative faculty, the faculty own the copyright and other rights associated with Traditional Works of Scholarship. "Traditional Works of Scholarship" are defined as works reflecting research or creativity which, within the University, are considered as evidence of professional advancement or accomplishment. Such works result from scholarly endeavors, and include instructional materials, journal articles, research bulletins, monographs, books, plays, poems, and artistic works, and do not involve substantial use of University resources as described in Section 5.c of this Policy. Accordingly, except for (1) University Supported Works involving use of substantial
University resources, and (2) patents, patentable subject matter, trade secrets and commercially viable discoveries and inventions governed by the patent policies described in Section 3.b of this Policy, the faculty member shall own the copyright and have the right to register the same and to receive royalties or other income from a University Supported Work, including books, films, cassettes, CDs, software, works of art, or other material. However, such ownership and rights are subject to the requirements of Section 3.11 of the *Bylaws of the Board of Regents of the University of Nebraska* prohibiting a faculty member from having a financial interest in or receiving compensation from the sale of educational materials used by students of the University, except royalties on books or other educational material from publishing houses of standing. In addition, the following specific rules apply to University Supported Works for which the faculty member owns the copyright:

1) Research Materials. Materials such as lab notebooks and research files shall remain the property of the individual responsible for directing the project, except when agreements governing Contractual Works described in Section 7 require otherwise. However, should such an individual depart the employ of the University or otherwise terminate responsibility for directing the project, he or she shall provide the University with such copies of the research material as may be reasonable in order that the University may protect its rights in any Intellectual Property as well as that of the departing Author’s or Inventor’s colleagues.

2) Instructional Materials. "Instructional Materials" are other than Institutional Works, the primary use of which is for the instruction of students. Such works include textbooks, syllabi, lectures, lecture notes, and study guides. Instructional Materials developed by a faculty member in the process of delivering a course of instruction to students shall be the property of the faculty member. However, in the absence of a specific written agreement, and with the exception of books or other educational materials covered by Section 3.11 of the *Bylaws of the Board of Regents*, no royalty, rent or other consideration shall be paid to a faculty member when Instructional Materials are used at the University. Should the Author of Instructional Materials depart the employ of the University, he or she will provide the University with copies of the Instructional Materials (not including lecture notes) and shall grant the University a non-exclusive, royalty free license thereto, when it is determined by the University that such Instructional Materials are necessary to carry out the educational programs of the University. Recordings of lectures shall be the property of the faculty lecturer, unless the recording is an Institutional Work or a University Supported Work involving use of substantial University resources.

C. Ownership of University Supported Works involving use of substantial University resources

1) Notwithstanding Section 5.b, in circumstances in which use of substantial University resources is involved in the creation of a work, the University shall own the work, including the right to obtain a copyright and the right to royalties or other income. Circumstances involving use of substantial University resources include:

a) substantial University financial, staff, or other assistance;

b) extensive use of special or rare University holdings, such as museum collections;
c) significant use of voice or image of students or staff in a product (other than the author or inventor), or substantial creative contribution by staff or students to the preparation of a work or product; or

d) use of the name or insignia of the University or any of its units (other than for purposes of identification of individual faculty members) to identify or to promote the distribution of a work or product, or other identification or promotion that implies the approval or endorsement by the University or one of its units.

Comment

The references in subparagraph a) to “substantial University financial staff or other assistance” and in subparagraph b) to “special or rare University holdings, such as museum collections” mean the use of University funds, facilities, equipment, or other resources significantly in excess of the norm for educational and research purposes in the department or unit in which the creator holds his or her primary appointment. The University does not regard the provision of an employee’s salary, office, usual library resources, usual facilities and equipment, and office staff, or personal computers as constituting “substantial use of University resources” unless such resources were made available specifically to support the development of a work to be owned or acquired by the University or was previously designated by the University as a substantial University resource. The reference in subparagraph to c) to “substantial creative contribution by staff and students” means providing original ideas or new techniques that are essential to the creation of the product or significantly improve its value. For example, devising a new way to test one of the major hypotheses in a study would normally count as such a contribution, but providing ordinary research assistance or conducting standard data analysis would not.

2) When the responsible Dean or Director determines that any of the circumstances involving use of substantial University resources described above in subparagraph 1) of this Section 5.c obtain, the University will accord to the Author a non-exclusive, royalty free license to use the work for non-commercial purposes. Further, and in keeping with the University’s strong desire to promote creative efforts, the University will negotiate in good faith with the Author to determine the extent to which the Author should share in the rights to royalties or other “ownership” rights to such work.

Comment

The allocation of rights for University Supported Works in Section 5 is modeled after the policy of Harvard University. It attempts to distinguish between traditional works of scholarship for which faculty members hold the copyright and those works created with substantial University involvement. Where the University is involved to a greater extent than ordinarily prevails, the University should be entitled to share in the economic returns of resulting works and to receive reimbursement for its additional costs. It is recognized that the determination of whether a particular project involved substantial university involvement may not always be clear. In such circumstances it is important that the faculty member make early disclosure to the Dean or Director and that, if an interpretation of this policy is required, the procedures adopted in Section 13 be initiated.

6. Institutional Works

a. Institutional Works defined
An Institutional Work is a work created at the specific instigation of the University and under the specific direction of the University, by a person acting within the scope of his or her University employment. Institutional Works are often referred to in copyright law as works-made-for-hire. A creative work produced on the initiative of a faculty member pursuant only to the general obligation of faculty members to engage in research or creative activity is not an Institutional Work, but may be a University Supported Work involving use of substantial University resources as described in Section 5.c of this Policy or a Contractual Work as defined and described in Section 7 of this Policy. However, Institutional Works may include creative works generated within a specific project initiated by the University. Institutional Works also include committee minutes, internal memoranda, business files, personnel files and other business records created in the ordinary course of the general administration of the University.

Comment

Institutional Works are works that are created at the initiative of the University. In addition to works related to the general administration of the University, such as committee reports, minutes, and business files, an Institutional Work may include more traditional creative works. For example, the products of a University initiated program in distance learning where an employee or numerous employees are assigned the specific task of creating instructional content would be Institutional Works.

b. Ownership of Institutional Works

The University owns all rights to Institutional Works. However, in keeping with the University's strong desire to promote creative efforts, the University may determine that the Author or Inventor should share in the rights to royalties and other rights in Institutional Works discussed in this Policy. The Author or Inventor should engage in early written disclosure to the University of the potential for any valuable Intellectual Property rights associated with Institutional Works in order to facilitate agreement regarding such shared rights. Failure to do so will be an important factor in assessing whether the Author or Inventor is entitled to share in any financial returns from the work.

7. Contractual Works (Sponsored Research)

Ownership of the Intellectual Property rights in creative works developed in the course of or pursuant to a sponsored research program or other contractual arrangement will be determined according to the terms of such program or contract, provided that the program or contract was approved by the University. If the program or contract does not provide for the allocation of Intellectual Property rights, such rights will be determined by the other provisions of this Policy. Notwithstanding other provisions of this policy, the University may elect to enter into a contract with an individual employee regarding the creation of specific intellectual property.

Comment

University personnel and visitors should contact the office on their campus responsible for sponsored programs for information or assistance regarding drafting or interpretation of research contract terms. The terms of such sponsored research agreements apply not only to inventions made by faculty and staff, but also to those made by students and visitors, whether or not paid by the University, who participate in performing research supported by such agreements. Care should be taken to assure that any contract for sponsored research is approved and signed by a University administrative officer having proper Authority to approve and sign such a contract on behalf of the University.

Patents: Research contracts sponsored by the Federal Government are subject to statutes and regulations under which the University acquires title to inventions conceived or first reduced to
practice in the performance of the research. The University's ownership is often subject to a non-exclusive license or grant of other rights to the government and the requirement that the University retains title and take effective steps to develop the practical applications of the invention by licensing and other means.

Contracts with outside research sponsors are negotiated on a case-by-case basis with ownership and other rights to the discovery of any patentable invention determined in the course of the negotiations.

Copyright: Normally, research contracts sponsored by the Federal Government provide the government with specified rights in copyrightable material developed in the performance of the research. These rights may sometimes place title to such material exclusively in the government, but more often consist of a royalty-free license to the government with title vesting in the University.

When a work is created under the terms of a sponsored research agreement, Authors of copyrightable works should be aware that there may be contractual terms relating to the form of the research report, advance notice to the sponsor before publication, and other limitations or obligations.

8. Ownership of Works Produced by Non-employees

According to federal law, copyright of commissioned works of non-employees is owned by the Author and not by the commissioning party, unless there is a written agreement to the contrary. All University personnel are cautioned to ensure that independent contractors agree in writing that ownership of commissioned work is assigned to the University, except where special circumstances apply and it is mutually agreed that the Author will retain ownership.

9. Ownership of Copyrights in Theses, Dissertations and Other Student Works

The ownership of copyrights in student works is governed as follows:

a. Theses, Dissertations and Other Student Works

Students will own the copyrights to their theses, dissertations, and other student works; however, a student must, as a condition to a degree award, grant royalty-free non-exclusive permission to the University to store copies of such works for archival purposes and to reproduce and publicly distribute copies of his or her thesis or dissertation within the University education and research missions; provided however, that should the student identify any legitimate proprietary interest the student may have in the work, or should the University determine that it has an ownership interest in any patentable or otherwise protectable Intellectual Property interest in the work, the University shall then delay any public access to the work for up to one year following the presentation of the work, in order for the student to consult with the University regarding the protection of the proprietary interest. Copyright ownership of theses or dissertations generated by research that is performed in whole or in part by a student with the support of a sponsor or grant shall be determined in accordance with the terms of the sponsored research or grant agreement, or in the absence of such terms, the copyright shall be owned by the University.

b. Software, Patentable Subject Matter and Non-Copyright Intellectual Property

Software, patentable subject matter, and other Intellectual Property (other than copyright as described in Section 9.a and Section 9.c of the Policy) contained or disclosed in theses, dissertations and other student works shall be subject to and governed by the policies that apply to University employees.
c. Student Writings Other Than Theses or Dissertations

Students shall own the copyrights to all student writings not commonly referred to as theses or dissertations and to other creative expressions required in the course of class assignments. The University shall retain the right to keep original examination scripts and to possess a copy or record of other student works for purposes of assigning grades, maintaining archival materials, and record keeping.

Comment

In cases where a dissertation or thesis contains patentable or otherwise protectable subject matter belonging to the University, the students and faculty involved with the project have a duty to disclose the existence of the thesis or dissertation to the University office responsible for patent matters. The students and/or faculty members should also contact the campus Dean for Graduate Studies regarding the shelving of the thesis or dissertation with the University’s Library. The campus Dean can provide for the secured storage of the thesis or dissertation for up to one year so as to preserve the patent or other rights of the University in the subject matter of the thesis or dissertation.

10. Intellectual Property Rights for Multiple Creating Parties

Due to the nature of current research practices and multi-media creations, it is common for more than one individual to claim part of the recognition as Author or Inventor for a particular creation. In such instances, participating Authors or Inventors are strongly encouraged to define their respective rights to the creation in a written agreement, signed by all of the contributing parties. Misunderstandings between the contributing parties can be avoided if such agreements are entered into as early as is practically possible. Should the co-Authors or co-Inventors fail to so agree in writing, it is presumed that any benefits to be shared by them shall be shared equally.

11. Ownership of Trade and Service Marks

Ownership of trademarks shall be governed by the provisions of this Policy. Thus, trademarks that are Independent Works will be owned by the Author; trademarks that are Institutional Works will be owned by the University; ownership of trademarks that are University Supported Works will be determined by the provisions of Section 5 of this Policy; and ownership of trademarks that are Contractual Works will be determined by the provisions of Section 7 of this Policy. Note however, that the University owns many valuable trade and service marks, most of which are registered with the appropriate state or federal agencies. Any trade or service marks derived from or based upon University-owned marks shall belong to the University.

12. Assignment of Property Rights by the University

The University may assign to the Author or Inventor any rights of ownership it may acquire pursuant to this Policy.

13. Resolution of Ambiguities and Policy Interpretation

Should any issue arise regarding interpretation of this Policy, for example, whether Use of Substantial University resources has occurred or will occur, the issue shall be referred to the Author’s or Inventor’s Dean, Director, or similarly situated administrator. After reviewing the relevant facts, such administrator shall recommend a resolution to the Vice Chancellor responsible for research, sponsored programs and technology transfer (e.g. Vice Chancellor for Research or Vice Chancellor for Academic Affairs). Any campus may establish a committee of peers to review the facts and circumstances surrounding any particular interpretation of this Policy and make recommendations to the Vice Chancellor. The Chancellor will make the final
decision on all interpretations under this Policy, based on the recommendation of the Vice Chancellor. The Chancellor’s decision will be final with respect to the University.

14. Supplemental Income from Commercial Applications

This Policy on ownership rights in no way alters the ability of an Author or Inventor to receive supplementary income from the University under any separate policy, as a result of the commercial application of Intellectual Property created by the Author or Inventor.

15. Review of Policy

This policy will be reviewed periodically and revised as deemed necessary to accommodate new technologies and to incorporate changes warranted by experience with its administration.

Reference: BRUN, Minutes, 63, p. 167 (July 28, 2001).

**RP-4.4.2 Patent and Technology Transfer Policy**

Section 3.10 of the Bylaws of the Board of Regents provides that it is the policy of the Regents to encourage the commercialization of inventions and discoveries arising from research activities of the University, and when appropriate, the pursuit of patents or other intellectual property protection, as a method of bringing recognition and remuneration to the University's inventors and to the University itself. This Patent and Technology Transfer Policy is adopted for the purpose of providing general policy regulations to implement Section 3.10 of the Bylaws of the Board of Regents:

1. Ownership of Inventions Resulting From Performance of Duties of Employment; Prompt Disclosure to University

   Each invention\(^1\) by a member or members of the faculty or staff of the University resulting from performance of duties within the scope of University employment, or resulting from the use of University personnel, property, facilities, or other University resources, except where such use is minimal\(^2\) shall be solely owned by the University. Questions concerning whether a use of University resources is minimal shall be resolved in accordance with the process set forth in Section 9 of this Policy. Each such invention and any improvement(s) made thereto while under the employment of the University shall be promptly disclosed in writing to the designated campus patent and technology transfer administrator (the “Administrator”).\(^3\)

\(^1\)For purposes of this policy, the term “invention” shall mean patentable inventions or discoveries, computer software, trade secrets and all other intellectual property not addressed under Regents Policy 4.4.1.

\(^2\) The determination as to whether any use of University personnel, property or facilities is or was “minimal” under this policy shall be made based on the following considerations:

   a) Whether the invention was conceived of or reduced to practice pursuant to an employee or faculty member's job duties;
   b) Whether any funding for the work leading to the conception or reduction to practice of the invention was provided by or facilitated through the University;
   c) Whether any University facilities were utilized in the conception or reduction to practice of the invention, and if so, the extent of such use; and
   d) Whether any University students or staff were utilized in or contributed to the conception or reduction to practice of the invention.

\(^3\)The Bayh-Dole Act of 1980, 35 U.S.C. §§ 200-212, allows Universities and other non-profit organizations to retain title to federally-funded inventions and requires that strict reporting requirements be met. It is therefore critical that inventors provide a prompt and thorough disclosure to the University so that the University can properly evaluate the disclosure and elect to either retain or decline title to such inventions in a timely manner.
A disclosure of an invention shall be properly made when it is submitted to the campus Administrator in such manner and form as may be determined by the Administrator. Any disclosure of an invention shall contain information in such detail as is deemed necessary by the Administrator to allow for a review of its patentability and commercial potential, and shall detail the specific utility or application of the invention.

2. The Campus Administrator

The Chancellor of each campus and/or the Chancellor’s designee shall designate a campus patent and technology transfer administrator who shall be responsible for the administration of all campus patent and technology transfer activities, and who will provide a central source of information and help in handling the different aspects of patents and technology transfer.

3. Patent and Technology Transfer Advisory Committee

The Administrator in consultation with the Chancellor and/or the Chancellor’s designee shall establish an advisory committee on technology transfer (the “Committee”). The Committee will be available to assist the Administrator in the review of disclosures of inventions, and provide advice and peer group scientific review on issues relating to (i) intellectual property development and licensing or other technology transfer issues, and (ii) other related assistance as requested.

4. Review of Invention Disclosures; Acceptance for Technology Transfer by University or Transfer to Inventor

The Administrator, the Committee, and/or the Administrator’s designees (one or more of which are referred to herein as the “Reviewers”) shall aim to evaluate all disclosures of inventions on behalf of the University within six (6) months from the date the disclosure is formally submitted to the Administrator. The disclosure shall be evaluated by the Reviewers for the ability to obtain effective intellectual property protection on the invention, and the potential of the invention to stimulate business interest and contribute to economic development. Upon the conclusion of the Reviewers’ evaluation of an invention, the Administrator shall communicate to the inventor(s) any intent on behalf of the University to pursue protection of the invention. The University shall proceed, in its sole discretion, to seek appropriate intellectual property protection on the invention, and/or market the invention to interested parties. The terms of any license or agreements related to an invention, and the manner in which they may be enforced, litigated or settled shall be at the sole discretion of the University.

The inventor or inventors of a disclosed invention shall assist the University and any counsel retained by the University in the preparation, filing and prosecution of any patent applications based on inventions disclosed to the University, and shall sign any and all necessary documents, including assignments, declarations, oaths and affidavits related thereto.

At any time during the technology transfer process, the University may, for any reason which in its sole discretion it determines is in the best interests of the University, assign title to the invention to the inventor(s). In such cases, however, the University may retain a non-exclusive, paid-up, royalty-free license to the invention, if it so desires.

Although the University may assign title to an invention to the inventor(s), any improvement or modification to or separate invention derived from or based on such invention that results from the use of University personnel, property or facilities, except where such use is minimal, shall be owned by the University subject to this Policy. The inventor(s) shall promptly disclose such improvement, modification or separate invention to the Administrator in the same manner as is described in Section 1 of this Policy.
Should an inventor leave the University and wish to continue research on an invention which the inventor has disclosed to the University, the University shall provide an appropriate royalty-free, non-commercial, research only license to allow the inventor to continue his or her research.

5. Division of Net Royalties and Proceeds

With respect to any invention subject to this Policy, the University shall first be reimbursed for any and all expenses incurred by it that are associated with evaluation of the technology, obtaining of patent or other intellectual property protection, and licensing or other technology transfer activity, including legal expenses related thereto. In the event of any infringement action or other legal action involving technology disclosed under this Policy, the University shall also be reimbursed for any and all expenses borne by the University associated with such action. After such expenses are reimbursed, royalties and other proceeds from licenses or other technology transfer activities related to an invention, or patent or other intellectual property protection based thereon, shall be distributed as follows:

(a) One-third to the inventor or inventors; and

(b) Two-thirds in accordance with a separate distribution policy to be established and implemented by each University campus, such policy to take effect following approval by the Board of Regents upon recommendation of the relevant campus’ Chancellor.

6. Distribution of Equity to Inventors

In the event that the University receives equity or an option to acquire equity in exchange for any license or other intellectual property, the share of such equity due to the inventor(s) shall be based upon the distribution of royalties and proceeds provided in Section 5 of this Policy. Such equity will be distributed directly to the inventor(s) once such equity is transferable. The University shall make every effort to distribute such equity in a timely manner, but the University shall not be responsible for changes in value which might occur before receipt of equity by an inventor.

In the event the University or an affiliated entity of the University receives equity or an option to acquire equity in exchange for something other than a license or other intellectual property right (e.g. performance of a service or clinical trial), the equity interest shall not be subject to distribution under Sections 5 or 6 of this Policy.

7. Division of Inventor’s Share Among Co-Inventors

Should there be more than one inventor per license or other source of royalties and other proceeds under Sections 5(a) and 6 of this Policy, the inventors’ shares shall be divided and distributed among themselves in accordance with an agreement to be signed by the inventors and filed with the Administrator. Should the inventors fail to sign such an agreement governing distribution among them, then the proceeds shall be distributed equally among the sum of inventors per license or other source of royalties.

8. Conflicts of Interest

Conflicts of interest are more likely to present themselves to inventors, University personnel and the University as an entity in the context of intellectual property licenses or other contracts related to technology transfer activities. As such it is of utmost importance that in addition to any compliance required under this Policy, that all involved in technology transfer also comply with

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4The University shall make every effort to recover all or part of these expenses from any licensee of University-owned intellectual property upon the execution of the license agreement.
any conflict of interest policies as required by law, Section 3.8 of the Bylaws of the Board of Regents or Regents Policy 3.2.8, as those requirements may exist or as they may be amended in the future.

9. Resolution of Issues Concerning Administration or Interpretation of this Policy

Should any issue arise regarding administration or interpretation of this Policy or Section 3.10 of the Bylaws of the Board of Regents, the issue shall be referred to the campus vice chancellor responsible for research, sponsored programs and/or technology transfer activities (e.g. Vice Chancellor for Research or Vice Chancellor for Academic Affairs). The campus patent and technology transfer advisory committee may review the facts and circumstances surrounding any such issue and make recommendations to the Vice Chancellor. The Vice Chancellor shall then make a report and recommendation for resolution of the issue to the Chancellor, who will make the final decision on all issues concerning administration or interpretation of this Policy or Section 3.10 of the Bylaws of the Board of Regents. The Chancellor’s decision will be final with respect to the University.

10. Survival of Policy

The provisions of this Policy and Section 3.10 of the Bylaws of the Board of Regents shall survive the death or termination of employment of any inventor of intellectual property owned by the University. The provisions of this Policy shall inure to the benefit of and be binding upon the heirs and assigns of (1) any inventor of intellectual property owned by the University, and (2) all others who agree to be bound by it.

11. Campus Patent and Technology Transfer Policies and Procedures

The Chancellor of each campus, or the Chancellor’s designee, is authorized to adopt and implement more detailed campus patent and technology transfer policies and procedures that are consistent with and supplemental to Section 3.10 of the Bylaws of the Board of Regents and this Policy.

Reference:  
BRUN, Minutes, 43, p. 39 (May 18, 1979).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 64, p. 139 (October 17, 2003).
Chapter 5. Responsibilities and Rights of Students

RP-5.1 Responsibilities and Rights

RP-5.1.1 Non-Discrimination on the Basis of Individual Characteristics — Students

Students on each campus of the University of Nebraska shall be admitted and [shall] enjoy the programs and privileges of the University without regard to individual characteristics other than qualifications for admission, academic performance, and conduct in accord with University policies and rules and laws applicable to student conduct.

NOTE: The portion of this policy pertaining to employees is at RP-3.1.1


RP-5.1.2 The Student in the Academic Community

1. General Responsibilities and Rights

   All members of the academic community have the responsibility to create and support an educational environment which will achieve the basic purposes of the University. Each member of the community should be treated with respect and dignity. Each has the right to learn. This right imposes a duty not to infringe upon the rights of others. The academic community should assure its members those opportunities, protections, and privileges which provide the best climate for learning. Views and beliefs expressed by a member of the academic community should be kept within the community unless released by the individual. The University encourages a variety of modes in thought, behavior, and values within the guidelines of the educational community. An important aspect of the educational effort is the recognition of differences between individuals. In all instances, including informal campus activities and association, each individual should be assured that judgments about the individual will be made on relevant criteria, and each member of the academic community should actively encourage practices to insure that all persons, irrespective of any irrelevant characteristics, are welcome on the campus and are extended all the privileges of the academic community to which they are entitled.

   As more and more people seek the benefits of higher education, it may be desirable for the State University to offer special recognition and assistance to students disadvantaged by limited educational opportunity.

   University students enjoy all the right and privileges of citizenship. Students are subject, however, to the special obligations which accrue to them as members of the academic community. Institutional effort should be exerted to develop, not inhibit, intellectual and personal development of students by the exercise of the rights of citizenship both on and off campus.

   The enforcement of the obligations of students to the larger society is the responsibility of the legal and judicial authorities duly established for that purpose. If students are alleged violators of the law, they should proceed through legal channels and institutional authority should never be used merely to duplicate those functions.

2. Rights and Responsibilities in the Classroom

   a. Freedom of Expression

      It is the responsibility of each faculty member to provide an atmosphere which is conducive to freedom of expression by encouraging discussion and permitting exception
to the views he or she has presented. In addition, faculty members have the responsibility to guide and direct such discussion and inquiry in a scholarly manner. The scope and duration of discussion, however, is to be determined by the instructor.

Students have the right of expression in the classroom and the responsibility to learn from the course of study according to the standards of performance established by the faculty. Student behavior in a classroom should contribute to the learning process.

b. Instructional and Grading Procedures

The faculty determines the character of courses which includes content and instructional and grading procedures. Students should be informed of these matters at the beginning of the course.

Each student has the right to a course grade based upon a sound academic evaluation and upon a specified grading procedure. A student has the right to receive upon request clarification of the grade received. The faculty of each department, school, or equivalent unit, shall provide a committee to consider the appeal of those cases in which a student feels the performance evaluation was unfair. Colleges shall provide standing committees to consider cases in which the student or faculty member chooses to appeal the initial decision. Any of these committees shall have the authority to direct changes in the grade based upon its findings.

c. Instructor-Student Consultation

Instructors should be available on a regular basis for consultation with students. Students may ask for an evaluation of their performance during the progress of a course. If a student conveys information of a confidential nature to a member of the faculty, this confidence should be respected.

d. Students can contribute significantly to the evaluation of instruction. The faculty has the obligation to solicit students’ evaluation of their educational efforts and to make changes in accordance with their best judgment. To assist the faculty in the task of providing the best possible education, students should express their reactions and opinions about the character and relevancy of the instruction to the department or college involved. Each college or school should establish a standing procedure through which student evaluations can be expressed.

3. Rights and Responsibilities in Other Instructional Settings

a. Freedom of Expression

The acquisition, understanding, and interpreting of knowledge can be facilitated by the study and evaluation of controversial positions. Free expression in the academic community shall not be abridged by special restrictions or censorship on publications, speakers or broadcasting. Any student group shall be allowed to invite and hear any person of its own choosing. Those procedures required by the institution before a guest speaker appears on campus should insure orderly scheduling of facilities and adequate preparation for the event. The event should be conducted in a manner appropriate to an academic community. The institutional control of campus facilities should not be used as a device of censorship.

It should be made clear to the academic and larger communities that sponsorship of events and speakers does not necessarily imply approval or endorsement of the views or
actions by either the sponsoring group or the University. Participation in the exchange of ideas through these media is a normal expectation of the academic community.

b. Student Government

Students should be free, individually or collectively, to express their views on issues of institutional policy and on matters of general interest to the student population. The students should have clearly defined means to participate equitably in the formulation of institutional policies and procedures which affect student life. Student government is the principal agency for student participation in the decision-making process of the University.

c. Student Organizations

Students bring to the campus a variety of interests and can be expected to develop new interests as members of the academic community. They should be free to organize and join associations to promote their common interests, provided those associations are not likely to materially and substantially disrupt the operation of the University. Students should be able to participate in those organizations provided they meet the membership requirements set up by the organization; in no instance will these criteria for membership violate the University's non-discrimination policy.

Reference:
BRUN, Minutes, 39, p. 18 (June 19, 1968).
See also, Bylaws BRUN (1973+), s. 5.10.
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-5.1.3 University Right to Change, Discontinue Programs

Acceptance of registration by the University of Nebraska and admission to any educational program of the University does not constitute a contract or warranty that the University will continue indefinitely to offer the program in which a student is enrolled. The University expressly reserves the right to change, phase out, or discontinue any program.

The listing of courses contained in any University bulletin, catalog or schedule is by way of announcement only and shall not be regarded as an offer of contract. The University expressly reserves the right to (1) add to or delete courses from its offerings, (2) change times or locations of courses or programs, (3) change academic calendars without notice, (4) cancel any course for insufficient registrations, or (5) revise or change rules, charges, fees, schedules, courses, requirements for degrees and any other policy or regulation affecting students, including, but not limited to, evaluation standards, whenever the same is considered to be in the best interests of the University.

Reference: BRUN, Minutes, 51, p. 43, (June 8, 1985).

RP-5.1.4 Policy on the Baccalaureate Degree

1. Purpose

The University of Nebraska adopts the following policy to ensure that students have the opportunity to graduate in four years, if they take 15 hours in each of eight semesters.

2. Policy

The University of Nebraska baccalaureate degree shall require 120 credit hours.
3. Exceptions to the Policy
   a. Exceptions to the 120 hour baccalaureate degree shall be approved by the Provost and reported to the Board of Regents if any of the following criteria are documented.
      1) Professional accreditation requires more credits for licensing than can be completed to meet standard graduation requirements.
      2) A degree is governed by State requirements for certification that require more than 120 hours to meet standard graduation requirements.
      3) The degree is defined as a five-year degree.
   b. Any other exception to the 120 credit hours baccalaureate degree must be approved by the Board of Regents of the University.

4. Procedure
   This policy will be required for students first entering the University in the fall of 2012. Students previously enrolled may be eligible for the 120 hour degree option.

Reference: BRUN, Minutes, 70, p. 34, (September 9, 2011).

RP-5.2 Admissions

RP-5.2.1 Admission Standards

1. Overview of Entrance Requirements
   Entrance requirements have been divided into two sections described in detail below. The first deals with core course requirements. In addition to being graduates of an accredited high school, or equivalent, all students must take a core of selected high school courses spread over a number of disciplines. Additionally, students are required to meet performance criteria by being in the top half of their graduating class or meet certain performance criteria, based on scores on national examinations. The entrance requirements incorporate a process for admitting students who do not meet one or more of the admission criteria, yet show promise of academic success.

2. Core Course Requirements
   a. English - 4 units - All units must include intensive reading and writing experiences. Innovative interdisciplinary courses and courses in speech and journalism may be substituted if they include substantial amounts of reading and writing.
   b. Mathematics - 3 units - Algebra I, algebra II and geometry.
   c. Social Studies - 3 units - One unit drawn from American and/or world history; one additional unit drawn from history, American government, and/or geography; and a third unit drawn from any social science discipline.
   d. Natural Sciences - 3 units - At least two units selected from biology, chemistry, physics, and earth sciences. One of the above units must include laboratory instruction.
   e. Foreign Language - 2 units - Both units must be in the same language. Students who are unable to take two years of foreign language in high school may still qualify for admission. Such students will be required to take two semesters of foreign language at
the University of Nebraska. These students are still required to complete 16 units of academic courses for admission.

f. Additional Academic Requirements - 1 unit

For UNK and UNO, unit can be chosen from any academic discipline.

For UNL, must be a Mathematics unit that builds on a knowledge of algebra. It is not required that all students take a trigonometry or pre-calculus course for their fourth unit of mathematics. Other mathematics courses that build on two years of algebra (courses in statistics or discrete mathematics for example) may be taken to satisfy this requirement.

g. Total Units - 16 total units required - A unit is a Carnegie Unit, comprising high school study for a period of one year. Equivalent requirements or competencies may be substituted, with the approval of the appropriate University campus.

3. Performance Requirements

In addition to meeting the above core course requirements, students seeking admission to the University on any campus shall:

a. Be ranked in the 50th percentile or higher of their graduating class in an accredited high school; or

b. Have received an ACT composite score of 20 (enhanced) or greater, or its SAT equivalent as determined by the Executive Vice President and Provost.

4. Admission of Students

Students seeking admission to any campus of the University will have their academic records reviewed. These reviews will result in one of the following decisions:

a. Assured Admission of Students. High school graduates who meet the above criteria (successful completion of the 16 units of core courses and satisfaction of the performance requirement) will be assured of admission as an undergraduate to UNL, UNO, or UNK.

b. Admission of Students on the Basis of Special Merit. Applicants who do not qualify for assured admission by meeting all entrance criteria will automatically be considered for full admission to the University on the basis of special merit. The process by which these students are considered and admitted to a given campus is the responsibility of that particular campus. However, each campus will assure that the process will make provisions for a variety of circumstances, including allowance for the special consideration to be given to: non-traditional students; returning adult students; students educated at home schools; students who do not meet the required performance criteria but who have performed at a high level of accomplishment towards the conclusion of their high school careers (sometimes called "late bloomers"); students who can provide evidence of special talents, such as outstanding musical performers; those with unique educational experience or career achievements, etc. Such students will be encouraged to provide evidence of their ability to do university level work. In addition, special consideration will be given to members of under-represented groups who present evidence of being able to succeed. Such applications will be considered by University admissions personnel of the cognizant campus following policies and procedures established by the appropriate faculty committees. It must be emphasized that students once admitted through this process will be considered fully admitted and will not be
considered by the University to have a provisional status. However, some students may have to complete specific University courses to compensate for having not completed all of the required core courses or equivalent educational attainments. It is anticipated that no more than 25 percent of the first-time traditional freshman students would be admitted in this way.

c. Admission of Transfer Students. Students who transfer to the University of Nebraska will be expected to have met the core course requirements, either in high school or in their previous postsecondary studies, unless exempted by the campus. Those who do not fully meet these requirements may still qualify for admission on the basis of special merit. Each campus will determine how deficiencies in the prior record of these students will be made up.

d. Deferred Admissions. Some students may need additional preparation prior to attending the University of Nebraska. These students will have their admission deferred and will be encouraged to attend another postsecondary institution, such as a community college, in order to deal with deficiencies identified in their prior academic preparation.

BRUN, Minutes, 74, p. 32 (September 16, 2016).

RP-5.2.2 Records of Transfer or Continuing Studies Students

Each major administrative unit of the University will, upon request by a transfer or continuing student, maintain a record of all credit earned by that student at any Nebraska independent college, technical community college, state college, or other major administrative unit of the University. Credits recorded under this policy will be evaluated for applicability to the student's program by the appropriate academic officers of the major administrative unit in which the student is enrolled.

Reference: BRUN, Minutes, 38, p. 6 (January 18, 1975).

RP-5.3 Disciplinary Procedures

RP-5.3.1 Failure to Pay Financial Obligations

Failure by a student to pay a financial obligation owing to the University or to any department, division, or agency thereof, will result in denial of readmission, denial of transcripts, denial of registration for ensuing terms, and withholding of diplomas, and, in addition, may result in disenrollment and/or denial of grade reports, until such debt be paid in full. The Chancellors are hereby authorized to promulgate specific policies on each campus to enforce the provisions of this section.


RP-5.3.2 Recordings and Commercial Distribution of Course Notes

As part of the education and learning experience, students routinely take notes in the courses in which they are enrolled. With the permission of the instructor(s), an enrolled student may also make audio and/or visual records of a course presentation. These notes and records may be used for the purposes of individual or group study so long as such use is non-commercial. Whereas, the University has the authority (1) to regulate the nature of the commercial activity which takes place on its premises and/or with the use of its resources, and (2) to protect its intellectual property, as well as that of its faculty and employees; no person may provide for the commercial distribution of course notes or records, without the express permission of the campus’ Vice Chancellor for Academic Affairs and the course instructor(s). Any student engaging in such prohibited commercial activity shall be deemed to have committed an act of
misconduct in violation of the Student Code of Conduct and shall be subjected to such discipline as may be sanctioned under the provisions of the Code.

In accordance with Section 5.4 of the Bylaws of the Board of Regents, each campus’ administration is authorized to include “the impermissible commercial distribution of course notes and recordings” as a defined act of misconduct under its Student Code of Conduct.

Notwithstanding the foregoing provisions, a faculty member may arrange for the distribution of the faculty member’s own class materials (such as lecture notes), provided such distribution is consistent with Section 3.11 of the Bylaws of the Board of Regents.

In no way shall this policy be interpreted so as to prohibit the furnishing of a reasonable accommodation to a person with a disability.

Reference: BRUN, Minutes, 63, p. 52 (June 17, 2000).

**RP-5.3.3 Procedures for Student Sexual Misconduct Complaints**

**Response to Allegations of Student Sexual Misconduct**

1. **Introduction**

   a. Beginning with the University of Nebraska charter in 1869, Nebraska law has provided that no person shall be deprived of the privileges of this institution because of sex. Discrimination on the basis of sex is also prohibited by Federal law.

   b. Sexual misconduct is conduct in violation of University policy and state and federal law that the University will take action to eliminate, prevent, and redress once the University has notice that sexual misconduct has occurred. “Sexual misconduct” includes dating violence, domestic assault, domestic violence, rape, sexual assault, sexual harassment (whether sexual violence is involved or not), and stalking. This policy applies to all University of Nebraska students regardless of sexual orientation or gender identity, and to all programs and activities under the jurisdiction of the University of Nebraska. All students are protected against sexual misconduct under this policy, whether the alleged sexual misconduct is committed by another University student, University employee, or third party. Persons who have been subjected to sexual misconduct may be able to receive assistance from the University regardless of whether a charge or report of any kind is filed.

   c. The University will investigate reported allegations of sexual misconduct and may take appropriate remedial action even if the person allegedly subject to misconduct or the Complainant does not wish to pursue formal charges. Any response by the University may be hindered by a person’s or the Complainant’s desire for anonymity and/or inaction.

   d. Sexual misconduct by or against a student may be investigated by the University whether it is alleged to have been committed on or off campus.

   e. Any person can complain of sexual misconduct against or by a student. Complaints of sexual misconduct may be made using the University’s internal processes at the same time that criminal complaints or charges are pursued with the appropriate law enforcement or external agencies. University internal investigation and disciplinary proceedings are independent of any criminal or external proceedings.

   f. The University may pursue disciplinary action against a student at the same time the student is facing criminal charges for the same offense, even if the criminal prosecution is pending, or has been dismissed, or the charges have been reduced.
g. Complaints regarding sexual misconduct against a student by a student can be made to the campus' Student Affairs Officer or Title IX Coordinator. Sexual misconduct complaints by or against employees should be made to the appropriate Human Resources Office or Title IX Coordinator.

h. University policy prohibits retaliation against any person making a complaint of sexual misconduct or against any person cooperating in the investigation, including but not limited to witnesses. The prohibition of actual or threatened retaliation applies to employees and third parties as well as students.

2. Investigations of Alleged Sexual Misconduct; Disciplinary Complaints

a. Upon receipt of a sexual misconduct complaint or report, the University will provide the Complainant a written notice describing the options of pursuing a criminal complaint with a law enforcement agency, filing an administrative charge with an external agency, and/or using the University’s investigation and disciplinary processes. The Complainant may go forward with one or more options at the same time, but the University’s investigation may need to be delayed temporarily by, or scheduled around, an ongoing criminal or external administrative investigation.

b. Any member of the University community may submit allegations of sexual misconduct against a student. Allegations shall be prepared in writing and directed to the Student Affairs Officer or designee. The Student Affairs Officer shall then direct the allegation(s) to a Conduct Officer for investigation. Any allegation should be submitted as soon as possible after the alleged misconduct takes place, preferably within, but not limited to, seven (7) University business days after the misconduct occurred.

c. The Complainant must state, in writing, if he or she wishes to pursue a complaint. If he or she does not wish to pursue the complaint and/or requests that his or her identity remain anonymous, the Student Affairs Officer will make note of that wish in the report. Regardless of the Complainant’s choice, the University is still required to investigate reports of sexual misconduct. The Complainant must be informed if the University cannot ensure anonymity.

d. The Conduct Officer or Title IX Coordinator shall conduct an investigation to determine if the allegation(s) have merit. Investigations of the allegations should be concluded within (60) calendar days of receipt of a report3, and may be permitted a longer completion period under extraordinary circumstances, but both parties must be informed in writing of the extension of the timeline. If the investigator determines by the greater weight of the evidence that a violation occurred, a recommended disposition should be included in the investigator’s report. If the investigation determines it is more likely than not that the Respondent did not violate the Student Code, the complaint may be dismissed without further proceedings. If both the Complainant and the Respondent agree to the dismissal, the complaint is resolved without any further rights of appeal by either party. If the Complainant objects, he or she may appeal the dismissal decision administratively to the Student Affairs Officer within seven (7) University business days. The Student Affairs Officer will either affirm the investigative

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1 Insert “UNK, UNL, UNMC or UNO” wherever campus is used in this document.
2 Insert the names, telephone numbers, both office and e-mail addresses of the persons with these responsibilities.
3 See “Questions and Answers on Title IX and Sexual Violence” guidance issued April 29, 2014 by the U.S. Dept. of Education, Office of Civil Rights (OCR) at F-8 and OCR April 4, 2011 Dear Colleague Letter, page 12. A maximum timeframe of 60 calendar days for the investigation is allowed. This “includes conducting the investigation . . . to determine whether the alleged sexual violence occurred . . . and determining what actions the school will take . . .” OCR Guidance, supra, at p. 31. This time frame is different and independent from University business days, and is not affected by closing of administrative offices, class schedules, or national holidays.
determination, or refer the complaint for further proceedings. The Student Affairs Officer’s
decision of the dismissal appeal will be final.

i. If the Complainant wishes to pursue an Administrative Resolution, the Conduct
Officer will determine the Respondent’s position and take actions as necessary.

ii. If the Complainant wishes to pursue a disciplinary hearing, a formal hearing will be
held by a Conduct Officer, or in cases where University Suspension or University
Expulsion is sought, a hearing before a Conduct Board must be held.

iii. After the fact-finding investigation the Complainant, the Respondent, and
appropriate university officials shall be given timely access to any information that
will be used during Administrative Resolution and/or Formal Hearing proceedings.

3. Interim Protective Measures

a. “No contact” directives are to be issued in writing to persons involved in any alleged sexual
misconduct promptly after the University receives notice of a complaint. Respondents and
the Complainant will both be expected to abide by the terms of no contact directives and may
go through disciplinary proceedings should they violate the directives.

b. Students who have been subjected to sexual misconduct or Complainants have access to
other available University assistance in changing academic and living situations after an
alleged incident, if so requested by the student or Complainant and if such changes are
reasonably available. Accommodations to minimize the burden on the student or
Complainant may include but are not limited to:

   i. Change of an on-campus student’s housing to a different on-campus location;

   ii. Assistance from the University in completing the relocation;

   iii. Arranging to end a University housing contract and/or adjusting a student account
       balance for refund;

   iv. Rescheduling an exam, paper, or assignment;

   v. Taking an incomplete in a class;

   vi. Transferring between class sections;

   vii. Temporary withdrawal;

   viii. Alternative course completion options;

   ix. Arranging to complete a course or lectures via distance education methods with the
       assistance of technology;

   x. Providing increased security at locations or activities.

c. Any student charged with sexual misconduct has the right to maintain status as a student and
attend classes while the case is pending final resolution within the University Conduct
process, unless it is determined by the Student Affairs Officer or his/her designee that the
student’s continued participation as a student, whether inside or outside of the classroom,
would seriously disrupt normal operation of the University or constitute an immediate harm,
threat of harm, hostile environment and/or danger to the health, safety, or welfare of the
Respondent, the Complainant, any person allegedly subject to sexual misconduct, or any member of the University community.

d. Pending completion of an investigation or University Conduct Proceedings, the Student Affairs Officer may at any time temporarily suspend a student when the Student Affairs Officer finds and believes from information coming to his or her attention that the presence of the Respondent on the University premises would seriously disrupt normal operation of the University or constitute an immediate harm, threat of harm, hostile environment and/or danger to the health, safety, or welfare of the Respondent, the Complainant, any person allegedly subject to sexual misconduct, or any member of the University community. The Student Affairs Officer should work with the appropriate academic Dean in making the decision to discontinue the Respondent’s continued participation as a student prior to the completion of the formal proceedings.

e. During the suspension described in this section, the Respondent may be denied access to any University premises, including classes, residence hall access, sporting events, and/or all other University programs, activities or privileges for which the student might otherwise be eligible, as the Student Affairs Officer may determine to be appropriate.

f. If a student placed on interim suspension is ultimately found “not in violation” of the Code, such student shall be allowed, at the reasonable discretion of the appropriate faculty, to make up academic work missed while on suspension.


a. The Conduct Officer and Conduct Board can hear any allegations of any other violations of the Student Code of Conduct in addition to allegations of sexual misconduct that are directly related to the alleged sexual misconduct. If the Conduct Officer or Conduct Board determines other provisions of the Student Code of Conduct were violated, they may impose proper sanctions.

b. Any student involved in a Conduct proceeding has the right to confidentiality as mandated by the Family Educational Rights and Privacy Act of 1974 (FERPA) and implementing regulations.

c. No process implemented under this Sexual Misconduct Procedure shall be open to the public. The complaining party and the Respondent are entitled to the same opportunities to have others present during a disciplinary proceeding subject to conditions established by the Conduct Officer or Conduct Board. Witnesses may be sequestered and attendance at hearings may be restricted to the Complainant, Respondent and advisors.

d. In such cases when a student fails to appear before the Conduct Officer or Conduct Board, a plea of “not in violation” shall be entered on the Respondent’s behalf and the hearing may proceed as scheduled.

e. In all cases, whether the Respondent is present or not, the evidence in support of the allegations shall be presented and considered.

f. The determination of the merits of each case shall be made using a greater weight of the evidence standard, meaning it is more likely than not that a proposition (such as violation of the Code) was proven.

g. The burden of proof shall rest upon the Conduct Officer or Complainant bringing the misconduct charge. A Respondent is presumed not to be in violation of the Code until proven otherwise.
5. Rights of the Complainant and the Respondent in Sexual Misconduct Proceedings

a. Sexual misconduct proceedings will be conducted by trained University officials to provide a prompt, fair, and impartial process from initial investigation to the final result.

b. Both a Respondent and the Complainant have the right to see sexual misconduct charges in written form.

c. Both the Respondent and the Complainant have a right to confidentiality during sexual misconduct proceedings to the extent possible. However, the duty of confidentiality does not preclude the University from conducting a meaningful investigation or reporting such incidents as required. The duty of confidentiality shall also extend to all persons involved in processing the complaint and the investigation. The Complainant has a right to anonymity only to the extent that the Complainant does not wish to file an official complaint with the University or does not wish the University to take any action against the Respondent in regard to the complaint.

d. All charges shall be presented to the Respondent and the Complainant in written form by a University official or the Conduct Officer within seven (7) University business days after the investigation is complete.

e. Both a Respondent and the Complainant have a right to prepare a written statement in advance of a formal hearing. Both parties will have the right to view each other’s statement.

f. The Complainant and the Respondent have the right to be assisted by any advisor they choose, including legal counsel, at their own expense.

   i. The role of the advisor is limited to providing advice to the party who has requested his/her presence in a manner which does not disturb Conduct proceedings. If an advisor fails to act in accordance with these guidelines, he/she may be barred from participation in the Conduct proceedings.

g. A Respondent and the Complainant have the right to hear all evidence, present evidence, testify, and to hear and submit questions for witnesses during formal hearings.

   i. Direct questioning of the witnesses by the Respondent and Complainant may be limited. The Conduct Officer presiding at the hearing or Chair of the Conduct Board may control questioning by requiring the Respondent and Complainant to submit questions in writing to determine if the questions are appropriate, and then the presiding Conduct Officer or Chair may pose questions to the witness.

h. A Respondent and the Complainant have the right to inspect all documents used as evidence and a list of all witnesses for the formal hearing in advance of the hearing.

   i. The Respondent may not be found to have committed sexual misconduct solely because the respondent failed to appear for a conduct hearing.

j. Sexual misconduct proceedings should be completed in a reasonably prompt time frame.

k. A Respondent and the Complainant have the right to be notified of the decision rendered. Any initial, interim, and final decision to resolve disciplinary matters must include a statement of any University sanctions imposed together with the rationale for the decision.
6. Administrative Resolution Procedures in Cases of Alleged Sexual Misconduct

a. Both the Complainant and the Respondent may elect to dispose of the claim administratively. This conference will be scheduled not less than three (3), nor more than fourteen (14), University business days after the Conduct Officer’s investigation is complete. The Respondent may elect to acknowledge his or her actions and take responsibility. If the Respondent denies responsibility but the investigation determines that it was more likely than not the Respondent violated the Code, the Conduct Officer could propose a resolution and an appropriate sanction. If both the Complainant and the Respondent agree to the proposed sanction, the complaint is resolved without a formal hearing. Mediation shall not be used to resolve sexual assault complaints.

b. Administrative Resolution procedures may be discontinued at the request of any participant, or terminated by the Conduct Officer. When Administrative Resolution fails, a formal hearing by a Conduct Officer or Conduct Board must be held.

c. If University Suspension or University Expulsion is sought and the Complainant or the Respondent cannot agree to the proposed sanction, a hearing must be held before the Conduct Board to determine the proper sanction.

d. When University Suspension or University Expulsion is not sought, a formal hearing will be held before a Conduct Officer. Unless the parties agree, the Conduct Officer who was responsible for investigation of sexual misconduct allegations and/or who attempted an unsuccessful Administrative Resolution will not preside over the formal hearing.

7. Formal Hearings in Cases of Alleged Sexual Misconduct

a. Both a Respondent and the Complainant shall have the right to attend a pre-hearing conference to discuss the issues and facts that will be presented at the hearing, to exchange information about witnesses likely to be called, answer procedural questions, and settle those matters which may be agreeably concluded. The conference will not be used to settle the issue of whether or not the violation was committed or to challenge any recommended sanctions. This conference shall be held at least two (2) days prior to the scheduled hearing.

i. Students will be instructed about the use of past sexual behavior of the Complainant or past sexual assault by the Respondent as evidence at the hearing. In most situations, evidence of the past sexual history of either the Respondent or the Complainant will not be admitted at the hearing except in very limited situations.

b. A time shall be set for a hearing, not less than three (3), nor more than fourteen (14), University business days after the Respondent and the Complainant have been notified that the complaint was referred to the hearing. Maximum time limits for scheduling of hearings may be extended at the discretion of the Conduct Officer or Conduct Board chair.

c. Hearings shall conform to the following guidelines:

i. In cases where the case is referred to a Conduct Board, the Conduct Board shall be composed of at least 3 members of the University community.

ii. Any real or perceived conflict of interest or bias between the Conduct Officer presiding at a hearing or a member of the Conduct Board and the Respondent or
the Complainant must be brought to the attention of the Conduct Officer or Conduct Board no less than two (2) University business days in advance of the hearing.

iii. The Respondent(s) and the Complainant and/or the Conduct Officer are responsible for presenting their respective cases to the Conduct Officer presiding at the hearing or the Conduct Board.

iv. The Conduct Board shall select its own Chair with all members possessing voting privileges.

v. In hearings involving more than one Respondent, the presiding Conduct Officer or Chair of the Conduct Board, in his or her discretion, may permit the hearings concerning each student to be conducted separately.

vi. The Respondent(s), the Complainant, and the Conduct Officer shall have the right to hear all evidence, present evidence, testify, and to hear and question witnesses.

vii. The Respondent, the Complainant, and the Conduct Officer shall have an opportunity in advance to inspect documents and a list of witnesses for the hearing no less than two (2) University business days in advance of the hearing.

viii. Pertinent records, facts, reports, and statements may be accepted as evidence for consideration by a presiding Conduct Officer or Conduct Board. Evidence which possesses probative value commonly accepted by reasonably prudent persons in the conduct of their affairs may be admitted and given probative effect. Incompetent, irrelevant, immaterial, and unduly repetitious evidence should be excluded. The rules of privilege recognized by law shall be given effect. Evidence that would not be admissible in a State Court criminal proceeding by reason of the method or manner in which it was acquired shall not be admitted.

ix. All procedural and evidentiary questions are subject to the final decision of the presiding Conduct Officer or Chair of the Conduct Board.

d. After the hearing, the Conduct Board shall determine by simple majority vote whether or not the University Suspension or University Expulsion is warranted. The decision of a presiding Conduct Officer or Conduct Board shall be based solely upon evidence introduced and received at the hearing. There shall be a verbatim record made, such as by sound recording, of all formal hearings. The formal hearing record shall be the property of the University.

e. Within seven (7) University business days following the conclusion of formal hearing proceedings, the presiding Conduct Officer or the Conduct Board Chair shall inform the Respondent, the Complainant, and the Title IX Coordinator in writing, of its findings and of the sanction(s) imposed, if any.

f. The presiding Conduct Officer and the Conduct Board may seek advice from the University’s Counsel throughout the hearing process on questions of law and procedure. However, the presiding Conduct Officer and Conduct Board are responsible for making their own factual conclusions.

8. Conduct Sanctions Against Individual Student For Sexual Misconduct

a. The following sanction(s) may be imposed upon any individual student found to be “in violation” of the Code.
i. **Warning:** A formal, written notice that the student is violating, or has violated, one or more University Conduct Rules and Regulations and that a continuance of the misconduct may lead to additional disciplinary action. Also, that the incident has been documented and shall remain in the student’s Conduct file for the remainder of their University career.

ii. **Probation:** A formal, written reprimand for a student’s violation(s) of specified University Conduct Rules and Regulations. This probation, including strict campus conduct guidelines, is for a designated period of time and may remain in effect for the remainder of a student’s University career. It includes the probability of more severe disciplinary sanctions if the student is found to be in violation of any University Conduct Rules and Regulations during the probationary period.

iii. **Loss of Privileges:** Denial of specified privileges for a designated period of time.

iv. **Restitution:** Compensation for loss, damage, or injury. This may take the form of appropriate service and/or monetary, and/or material replacement.

v. **Discretionary Sanctions:** In accordance with the goal of education and assisting students with conduct problems, this may include work assignments, educational requirements, service to the University or local community, parental notification, or other related discretionary assignments (such assignments must have the prior approval of the Conduct Officer). Any costs associated with the assignment are the responsibility of the student.

vi. **Residence Hall Relocation:** Moving a student from one room to another and/or one residence hall to another.

vii. **Residence Hall Suspension:** Separation of the student from the residence halls for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified.

viii. **Residence Hall Expulsion:** Permanent removal of the student from any and all of the residence halls. The student may not re-enter the residence halls, under any conditions, even as a visitor. Students expelled from the residence halls remain liable for all Residential and Greek Life costs and meal plan fees and may not be eligible for refunds for the full occupancy period of the students’ housing contracts.

ix. **University Suspension:** Separation of the student from the University for a definite period of time, after which the student may be eligible for return, contingent upon meeting specified conditions for re-admittance. The student must satisfactorily demonstrate to the Student Affairs Officer that all conditions for re-admittance have been met before the student will be allowed to matriculate.

x. **University Expulsion:** Permanent separation of the student from the University, without the possibility of re-admission.

b. More than one of the sanctions listed above may be imposed for any single violation.

c. If a student fails to abide by one or more of the sanctions imposed, a hold may be placed on his/her registration account until satisfactory progress is made towards completion.

d. Other than University Expulsion, disciplinary sanctions shall not be made part of the student’s permanent academic record, but shall become part of the student’s confidential disciplinary record.
i. After graduation, and upon application to the Conduct Officer, the student’s confidential disciplinary record may be expunged of disciplinary actions other than University Suspension or University Expulsion.

ii. Cases involving the imposition of sanctions other than University Suspension or University Expulsion shall be expunged from the student’s confidential record seven (7) years after graduation, final disposition of the case, or as otherwise authorized or required by law.

9. Appeals

   a. A decision reached after a formal hearing may be appealed by the Respondent, the Complainant, or the Conduct Officer within seven (7) University business days of delivery of the decision to the parties involved in the formal hearing.

   b. Appeals shall be in writing and shall be delivered to the Appeals Officer appointed by the Chancellor.

   c. Appeals may be filed for one or more of the following purposes:

      i. To determine whether the original hearing was conducted fairly in light of the charges and evidence presented, and in conformity with prescribed procedures giving the complaining party a reasonable opportunity to prepare and present evidence that the Code was violated, and giving the Respondent a reasonable opportunity to prepare and to present a rebuttal of those allegations.

      ii. To determine whether the sanction(s) imposed were appropriate.

   d. An appeal that does not clearly raise one or more of the issues listed above shall be dismissed without further consideration.

   e. An appeal shall be limited to review of the record of the initial hearing and supporting documents unless the Appeals Officer, after notice to the Complainant and Respondent, requests additional information from the presiding Conduct Officer, Chair of the Conduct Board, Complainant or Respondent.

   f. The Appeals Officer shall complete review of the appeal normally within fourteen (14) University business days after receipt of the record and any additional information, and shall promptly issue a written decision to the Respondent, the Complainant and the Conduct Officer.

10. Definitions

   a. “Actor” means a person accused of sexual misconduct.

   b. “Administrative Resolution” is at least one conference between the Conduct Officer and a Respondent and the Complainant to determine whether a student has violated the Code and to impose sanction(s), if warranted.

   c. The term “advisor” means any person, including legal counsel, who assists the Respondent, Complainant or Conduct Officer during a Conduct proceeding.

   d. The term “Appeals Officer” means the person authorized by the Chancellor to determine on appeal whether the result of a formal hearing should be affirmed or modified.
e. “Bodily injury” shall mean physical pain, illness, or any impairment of physical condition.

f. The term “Code” means the campus Student Code of Conduct.

g. The term “Complainant” means any individual who comes forward to the Student Affairs Officer, Title IX Coordinator or Human Resource Officer to complain of sexual misconduct by a student, member of the University community or a third party.

h. The term “Conduct Board” means persons authorized by the Student Affairs Officer to determine whether a student has violated the Code and to impose sanction(s), if warranted. The Conduct Board must include one or more student members when sanctions of suspension or expulsion are involved.\(^6\)

i. The term “Conduct Officer” means a University official authorized by the Student Affairs Officer to investigate and determine whether or not the Code has been violated. The Conduct Officer may also engage in attempts at administrative resolution or preside at a formal hearing when University Suspension or Expulsion is not sought as a sanction against a student.

j. “Confidentiality” means that the University will not disclose the names of individuals involved in a sexual misconduct case to others except on a need to know basis or as required by law. The University will instruct employees and students about the requirement not to disclose confidential information. Confidentiality is not the same as anonymity, where an individual is not named or personally identified.

k. “Consent” means agreement, approval, or permission as to some act or purpose, given voluntarily by a competent person. “Without consent” means:

\[\begin{align*}
(1) \quad &\text{(i) The person was compelled to submit due to the use of force or threat of force or coercion, or (ii) the person expressed a lack of consent through words, or (iii) the person expressed a lack of consent through conduct, or (iv) the consent, if any was actually given, was the result of the actor’s deception as to the identity of the actor or the nature or purpose of the act on the part of the actor; } \\
(2) \quad &\text{The person need only resist, either verbally or physically, so as to make the person’s refusal to consent genuine and real and so as to reasonably make known to the actor the person’s refusal to consent; and } \\
(3) \quad &\text{A person need not resist verbally or physically where it would be useless or futile to do so. } \\
(4) \quad &\text{In the above text, the word “person” means the individual against whom a wrongful act was allegedly committed, and the word “actor” is the individual alleged to have committed a wrongful act. When the actor knew or should have known that a person was mentally or physically incapable of resisting or understanding the nature of his or her conduct, there is no consent. A person may be incapacitated due to intoxication, mental illness or deficiency or by physical illness or disability to the extent that personal decision-making is impossible. Surprise may also prevent resistance, as where a person is grabbed from behind.}
\end{align*}\]

\[^6\] Section 5.4(e) of the Bylaws of the Board of Regents requires “a hearing before a regularly constituted board in all cases involving expulsion or suspension.”
There are some persons who the law presumes are incapable of consenting to sexual contact or penetration by an actor by reason of their age. Under Nebraska law an actor nineteen years of age or older may not subject a person under the age of sixteen years of age to sexual penetration, or a person under fifteen years of age to sexual contact.

l. “Dating violence” is included within the definition of “domestic assault.”

m. “Domestic assault” has three definitions which depend on the harm threatened or inflicted by an actor on a person. An actor commits domestic assault if he or she (i) intentionally and knowingly causes bodily injury to his or her intimate partner; (ii) threatens an intimate partner with imminent bodily injury; or (iii) threatens an intimate partner in a menacing manner. An actor commits a more severe form of domestic assault if he or she intentionally and knowingly causes bodily injury to his or her intimate partner with a dangerous instrument. An actor commits the worst form of domestic assault if he or she intentionally and knowingly causes serious bodily injury to his or her intimate partner.

n. “Domestic violence” is included within the definition of “domestic assault.”

o. “Force or threat of force” means (a) the use of physical force which overcomes the person’s resistance or (b) the threat of physical force, express or implied, against the person or a third party that places the person in fear of death or in fear of serious personal injury to the person of a third party where the person reasonably believes that the actor has the present or future ability to execute the threat.

p. “Intimate partner” means a spouse; a former spouse; persons who have a child in common whether or not they have been married or lived together at any time; and persons who are or were involved in a dating relationship. For purposes of this definition, dating relationship means frequent, intimate associations primarily characterized by the expectation of affection or sexual involvement, but does not include a casual relationship or an ordinary association between persons in a business or social context.

q. “Intimate parts” means the genital area, groin, inner thighs, buttocks or breasts.

r. The term “in violation” means that it is more likely than not that a student committed one or more violations of the Code.

s. The term “may” is used in the permissive sense.

t. The term “member of the University community” includes any individual who is a student, staff, faculty member, University official, or any other individual employed by, or acting on behalf of the University. An individual’s status in a particular situation shall be determined by the investigating Conduct Officer or Title IX Coordinator.

u. The term “not in violation” means that it is more likely than not that a student did not commit one or more violations of the Code.

v. “Past sexual behavior” means a person’s sexual behavior other than when the sexual misconduct is alleged to have occurred.

w. “Person” means the individual who allegedly was, or was determined to have been, subjected to sexual misconduct.

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7 By making a finding of whether it is more likely than not that a violation did or did not occur, a “greater weight of the evidence” standard is being used.
x. “Rape” is included under the definition of sexual assault by an actor’s sexual penetration of the person without consent.

y. “Respondent” is any student who is charged with having violated one or more provisions of the code.

z. “Retaliation” includes intimidation, threats, harassment, and other adverse action threatened or taken against the Complainant or a third party in an attempt to prevent or otherwise obstruct the reporting of sexual misconduct.

aa. “Serious bodily injury” shall mean bodily injury which involves a substantial risk of death, or which involves substantial risk of serious physical disfigurement, or protracted loss or impairment of the function of any part or organ of the body.

bb. “Serious personal injury” means great bodily injury or disfigurement, extreme mental anguish or mental trauma, pregnancy, disease, or loss or impairment of a sexual or reproductive organ.

c. “Sexual assault” is committed when an actor subjects a person to sexual penetration (i) without the consent of the person, (ii) when the actor knew or should have known that the person was mentally or physically incapable of resisting or appreciating the nature of the person’s own conduct, or (iii) when the actor is nineteen years of age or older and the person is at least twelve but less than sixteen years of age.

Sexual assault is also committed when an actor subjects a person to sexual contact (a) without consent of the person, or (b) when the actor knew or should have known that the person was physically or mentally incapable of resisting or appraising the nature of the person’s own conduct. Sexual assault by contact should be punished more severely if the actor causes serious personal injury to a person, than if the actor shall not have caused serious personal injury.

d. “Sexual contact” means the intentional touching of a person’s intimate parts or the intentional touching of a person’s clothing covering the immediate area of the person’s intimate parts. Sexual contact also means the touching by the person of the actor’s intimate parts or the clothing covering the immediate area of the actor’s intimate parts when such touching is intentionally caused by the actor. Sexual contact shall include only such conduct which can be reasonably construed as being for the purpose of sexual arousal or gratification of either party.

e. “Sexual harassment” is unwelcome conduct or behavior of a sexual nature. Sexual harassment can include unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal, or physical conduct of a sexual nature. Conduct that is sufficiently serious to limit or deny student’s ability to participate in or benefit from the University’s educational program creates a hostile environment, and is prohibited. Examples of sexual harassment include, but are not limited to: (1) an exposure of an actor’s genitals done with the intent to affront or alarm any person, and (2) viewing a person in state of undress without his or her consent or knowledge.

ff. “Sexual misconduct” includes dating violence, domestic assault, domestic violence, rape, sexual assault, sexual harassment, and stalking.

g. “Sexual penetration” means sexual intercourse in its ordinary meaning, cunnilingus, fellatio, anal intercourse or any intrusion, however slight, of any part of the actor’s or person’s body or any object manipulated by the actor into the genital or anal openings of the person’s body.
which can be reasonably construed as being for nonmedical or nonhealth purposes. Sexual penetration does not require emission of semen.

hh. The term “shall” is used in the imperative sense.

ii. “Stalking” means to engage in a knowing and willful course of conduct directed at a specific person or a family or household member of such person with the intent to injure, terrify, threaten, or intimidate.

jj. The term “student” includes all individuals taking courses at the University, whether full-time or part-time, pursuing undergraduate, graduate, or professional studies, whether or not they reside in the University residence halls. Individuals who withdraw after having allegedly committed sexual misconduct, or who are not officially enrolled for a particular term, but who have an expected continued academic relationship with the University, may be considered “students.”

kk. The “Student Affairs Officer” is the individual authorized by the University and the University Chancellor to be responsible for the administration of the Code, and in certain circumstances includes his or her designee.

ll. The “Title IX Coordinator” is the individual designated by the campus to respond to allegations of sexual misconduct by students, and in some circumstances can include his or her designee.

mm. The term “University” means University of Nebraska.

nn. The term “University business day” means any calendar day where the campus offices are open for business, excluding weekends and national holidays.

OR

The term “University business day” means any calendar day where the campus offices are open for business and classes are in session, excluding weekends and national holidays.

oo. The term “University official” includes any individual employed by, associated with, or performing assigned administrative or professional responsibilities in the interests of the University. Counselors and Healthcare Professionals are bound by professional rules that may preclude their reporting violations of University rules.

pp. The term “University premises” includes all land, buildings, facilities, University approved housing and other property in the possession of, or owned, used, or controlled by the University, including adjacent streets and sidewalks.

BRUN, Minutes, 72, p. 42 (May 30, 2014).

Comment

These procedures were originally adopted in response to a nineteen page “Dear Colleague Letter” (DCL) guidance from the United States Department of Education, Office for Civil Rights (OCR) on student-on-student sexual harassment and sexual violence under Title IX, 20 U.S.C. § 1681 et seq., issued on April 4, 2011. The DCL mandated that institutions covered by Title IX adopt grievance procedures that apply to sex discrimination complaints filed by students against school employees, other students, or third parties. On October 28, 2011, the Board approved “Disciplinary Procedures of Student Sexual Harassment Complaints” procedures to provide the campuses with a uniform skeletal framework that each institution could expand on to be campus and community specific when necessary. Each campus’ version of its disciplinary procedures for responding to student sexual harassment complaints
was to be reviewed and approved by the General Counsel’s Office before enactment. On March 7, 2013, the Campus Sexual Violence Elimination Act (Campus SaVE) Act, part of the Violence Against Women Reauthorization Act of 2013, 127 Stat. 98, was signed into law and codified as 20 U.S.C. § 1092(f)(8). This legislation required institutions that receive federal financial student aid funds to develop and distribute a statement of policy addressing, among other things, student disciplinary procedures for cases involving alleged domestic violence, dating violence, sexual assault or stalking. On April 29, 2014, the OCR issued a guidance document “Questions and Answers on Title IX and Sexual Violence,” and “Not Alone: The First Report of the White House Task Force to Protect Students From Sexual Assault” was released. The University procedures on Student Sexual Misconduct adopted on May 30, 2014, respond to regulatory measures to implement Title IX and the Campus SaVE Act.

**RP-5.4 University Housing**

**RP-5.4.1 University Housing**

Each campus Chancellor shall have responsibility for the development and application of policies relating to the operation of University housing and any other student residence units which operate as approved University housing. Such policies shall have as one objective the maintenance of reasonable rates for room and board charges subject to approval of the Board of Regents and shall insure maximum occupancy. The safety of students in recognized University housing is of paramount importance; operation of University housing shall provide a safe and secure environment for student residents. Policies shall also assure that there are appropriate visitation hours and quiet hours so as to not impinge upon the privacy of students unnecessarily. Provision should be made for the imposition of sanctions on students who violate campus policy in regard to student housing. Room and board contracts shall be in a written form approved by University Counsel.

Reference: BRUN, Minutes, 56, p. 149 (September 6, 1991).

**RP-5.5 Student Communications**

**RP-5.5.1 Guidelines for the Student Press**

1. A clear distinction must be made between news accounts, headlines, news pictures and features, on the one hand, and editorial comment, columns, critical reviews or other kinds of writer opinion, on the other hand.

2. The journalist's role as a chronicler and contemporary historian are indissolubly linked to the role of teacher and interpreter.

3. A journalist must never use his or her power for any purpose except the public interest. A journalist must never use his or her power for any selfish or otherwise unworthy purpose.

4. The newspaper's coverage of its community must be fair and as complete as resources permit, catering to no special interest or cause.

5. Sincerity, truthfulness, accuracy and objectivity are paramount. Objectivity must be the goal of every journalist, even though complete lack of bias is difficult to achieve. An effort to achieve fairness, not only in coverage but also in position and display, is part of the journalist's obligation.

6. All sides of any significant issue must be covered faithfully.

7. The readership must be offered an opportunity to answer editorial opinions.

8. A significant mistake must be corrected with reasonable prominence and promptness upon discovering it.
9. In fairness, charges affecting the character or reputation of a person or an institution should not be published without attempting to obtain a response from those who are the subject of the charge. If the person or institution does not choose to respond, that decision should be reported. If the person or institution chooses to respond later, space should be afforded.

10. Ideas can be conveyed and news can be reported accurately and honestly in most cases without the use of pictures, words, or descriptions that a significant portion of the readership finds offensive. Tastefulness is a part of the trust a journalist holds.


**RP-5.5.2 Publications Committee**

1. Membership and Authority

The publications committees on each campus will be made up of nine (9) members. There will be five (5) students, two (2) faculty members, and two (2) professional journalists from outside the University. In addition, a professional journalist from outside the University will be hired as a part-time advisor. The advisors will serve as executive secretaries of the publications committees. They will be responsible for agendas and minutes and will provide advice during meetings, but will not vote.

The committees' members will be selected as follows:

On each campus the faculty members of the publications committee will be selected by the campus Chancellor from a list approved by the faculty senate. The student members of the publications committee will be selected by the campus Chancellor from a list approved by the student senate. Each list must contain a minimum number of nominees equal to two times the number of positions to be filled in the corresponding category. The Chancellor may request additional names from the faculty and student senates if the Chancellor feels it is necessary.

Student members of the publications committee will serve one-year staggered terms. By November 1 of each year, as a result of the foregoing process, three students will be appointed to serve on the publications committee starting January 1. By April 1 of each year, also as a result of the foregoing process, two students will be appointed to serve on the publications committee starting July 1.

Faculty members of the publications committee will serve three-year staggered terms. By November 1, 1981, and by November 1 of every third year thereafter, as a result of the foregoing process, one faculty member will be appointed to the publications committee, starting January 1, 1982, and January 1 of every third year thereafter. By April 1, 1983, and by April 1 of every third year thereafter, as a result of the foregoing process, one faculty member will be appointed to the publications committee, starting July 1, 1983, and by July 1 every third year thereafter.

The two professional journalists on the publications committee will be selected by the campus Chancellor to serve three-year staggered terms.

All applicants to the publications committee will be required to submit a statement outlining possible conflicts of interest. Such a statement will include those conflicts specifically mentioned in these guidelines as well as any other potential conflicts of interest.

In filling scheduled vacancies, the student senate and faculty senate will provide their nominations to the Chancellor at least 10 days before the above deadlines. The Chancellor will
have 10 days to make the appointments unless the Chancellor requests additional names from the student senate or the faculty senate.

In filling unscheduled vacancies, the student senate and the faculty senate will provide their nominations within 20 days of the vacancy. The Chancellor will have 10 days to make the appointments unless the Chancellor requests additional names from the student senate or the faculty senate.

In the event the faculty senate or the student senate cannot be in session, such as certain periods during the summer, the nominating process must start as soon as the appropriate body is back in session.

If vacancies result in the publications committee not having enough members to constitute a quorum, the publications committee’s executive will be empowered to act for the entire publications committee.

2. Persons Prohibited to Serve

All nominations to the publications committee will be subject to the following prohibitions:

No member of the Board of Regents, the faculty senate, or the student senate or any successor to those bodies, and no elected or appointed executive officer of the University administration, campus-wide faculty government, or campus-wide student government, shall be a member of the publications committee until one year has expired since the termination of any such office.

No unsuccessful, declared candidate for the Board of Regents, the faculty senate, or the student senate, or any successor to those bodies, and no unsuccessful, declared candidate for any other campus-wide faculty government, or campus-wide student government office shall be permitted to be a publications committee member until four months have expired since the time his or her candidacy has ended.

Members of the staffs of the student newspapers are prohibited from serving concurrently on the student senates. Members of the staffs of the student newspapers also are prohibited from serving concurrently on the publications committee.

No member of a campus body responsible for allocating student fees to one of the newspapers shall be a publications committee member. No unsuccessful candidate for such a position shall be permitted to be a publications committee member until four months have expired since the time his or her candidacy has ended.

3. Liaison with Board of Regents

Each publications committee chair and each campus Chancellor also will be designated to provide jointly the liaison between the publications committee and the Board of Regents. It is recommended that the Chancellor and the publications committee chair arrange for periodic informational meetings of representatives of the publications committee and the representatives of the Board of Regents.

4. Avoidance of Conflict of Interest

To preserve the independence of the campus press, it is vital that members of the publications committee avoid conflicts of interest. It would be impossible to cover all potential conflicts of interest. The objective is to prevent publications committee members and others from exercising undue and/or improper influence on the campus press. There are myriad personal and organizational relationships that might lead to a conflict of interest. However, that conflict might
not be serious enough to disqualify a candidate. In such cases it may be sufficient to anticipate and state the potential conflict of interest. Then, the concerned committee member could be eliminated from the discussions and decision making of that particular point.

We have listed some specific conflicts that do lead to disqualification, but the list should not be interpreted as all-inclusive. In order to fulfill the intent of these guidelines, applicants, persons involved in the selection process, publications committee members, and newspaper staff members are obliged to be familiar with these guidelines.

The burden of policing the conflicts of interest on the part of the publications committee members must rest with the faculty senate, student senate, Chancellor and the applicants themselves. Furthermore, staff members of the campus publications should also avoid conflict of interest. Responsibility of policing staff conflicts of interest must rest with the editors and publications committee.

Once appointed the publications committee members will elect a chair to preside at meetings, and a vice-chair to preside in the former's absence.

Ex-officio members may be selected by the committees. It is recommended that the ex-officio members include a representative from the office responsible for the money and bookkeeping for the student publications.

The committees will meet as necessary, but no less often than quarterly. The committees' duties will include hiring and firing, if necessary, of the editors, business managers, and/or advertising managers of student publications under the committee. Approval of major business and legal matters, and judgment of matters involving the code of ethics. This is not meant to limit the committees' interests. It is meant, however, to encourage the committee members to concern themselves only with major decisions so that they can more properly fulfill their publisher's role as gatekeeper of the code of ethics.

5. Executive Board and Advisor

Each publications committee will appoint an executive committee to help with routine problems. The publications committees will determine the membership of the executive committees, but it is recommended that they include two (2) student members of the publications committee, one (1) faculty member, and the professional advisor.

On a day-to-day basis, the advisor is to assist the editors and their staffs. The advisors will have no censorship powers and will offer prepublication advice only when it is sought by the editors. The advisors should offer post-publication criticism. The advisors will be responsible for calling ethical questions to the attention of the publications committees. The advisors also will arrange for and prepare the agenda of committee meetings. The advisors will be prepared to provide background information and to make personnel recommendations to the committees. The Regents will direct the source of the advisor's salary.