

# University of Nebraska

## Board of Regents Policies

**Contains Amendments through March 31, 2017**

# Board of Regents Policies

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# **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.

Reference: BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).  
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.

Reference: Neb. Const. Art. III, s.16.  
BRUN, Minutes, 31, pp. 46-47 (May 31, 1969).  
See Bylaws BRUN (1973+), s. 1.10.  
See Bylaws BRUN (1973+), s. 1.10.1.  
BRUN, Minutes, 56, p. 149 (September 6, 1991).

## **RP-1.2 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.<sup>1</sup>

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.<sup>2</sup>

Reference: <sup>1</sup>BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).  
<sup>2</sup>BRUN, Minutes, 38, p. 286 (November 7, 1975).

### **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).  
Reaffirmed BRUN, Minutes, 55, p. 40 (January 13, 1990).

### **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.<sup>1</sup>

Reference: <sup>1</sup>BRUN, Minutes, 45, pp. 196-198 (February 21, 1981).  
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.

Reference: BRUN, Minutes, 38, p. 182 (July 26, 1975).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 66, p. 91 (April 20, 2007).

#### **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.

Reference: BRUN, Minutes, 33, p. 162 (August 7, 1971).

### **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.<sup>1</sup>

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.<sup>1</sup>
6. On appropriate licensed commercial products.<sup>2</sup>

The Corporation Secretary of the Board of Regents is the official custodian of the seal.<sup>1</sup>

Reference: See also, <sup>1</sup>Bylaws BRUN (1973+), s. 1.4.6.  
<sup>2</sup>BRUN, 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.



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.

Reference: BRUN, Minutes, 43, p. 168 (July 28, 1979).  
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.

Reference: BRUN, Minutes, 28, p. 126 (October 15, 1966).

## **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.

Reference: BRUN, Minutes, 54, p. 192 (July 22, 1989).  
 BRUN, Minutes, 56, p. 149 (September 6, 1991).  
 BRUN, Minutes, 63, p. 101 (December 9, 2000).

#### **RP-1.5.2 UNL Nebraska Builder Awards**

##### 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 January 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)

**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 January 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.

Reference: BRUN, Minutes, 54, p. 192 (July 22, 1989).  
BRUN, Minutes, 66, p. 20 (April 21, 2006).

#### **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 January 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.

Reference: BRUN, Minutes, 54, p. 192 (July 22, 1989).  
BRUN, Minutes, 66, p. 20 (April 21, 2006).

### **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 January 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.

Reference: BRUN, Minutes, 66, p. 20 (April 21, 2006).  
BRUN, Minutes, 67, p. 49 (September 5, 2008).

### **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 January 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 January meeting.

Reference BRUN, Minutes, 68, pp. 4-5 (January 23, 2009).

## **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.

Reference: BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).  
Policy amended in BRUN committee, March 20, 1999.

### **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.<sup>1</sup>

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: <sup>1</sup>BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).  
<sup>2</sup>BRUN, Minutes, 37, pp. 2-3 (February 2, 1974).  
Policy amended in BRUN committee, March 20, 1999.

### **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.

Reference: BRUN, Minutes, 41, p. 196 (March 18, 1978).  
Policy amended in BRUN committee, March 20, 1999.  
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.

Reference: Policy amended in BRUN committee, March 20, 1999.  
BRUN, Minutes, 37, pp. 2-3 (February 2, 1974).

### **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.

Reference: Policy amended in BRUN committee, March 20, 1999.

### **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.

Reference: Policy created in BRUN committee, March 20, 1999.  
BRUN, Minutes, 65, p. 48 (June 5, 2004).  
BRUN, Minutes, 66, p. 84 (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.

Reference: Policy created in BRUN committee, March 20, 1999.  
BRUN, Minutes, 66, p. 84 (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.

Reference: BRUN, Minutes, 64, p. 103 (April 26, 2003).  
BRUN, Minutes, 66, p. 84 (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.

Reference: BRUN, Minutes, 64, p. 138 (October 17, 2003).  
BRUN, Minutes, 73, p. 17 (April 10, 2015).

#### **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.

Reference: BRUN, Minutes, 65, p. 48 (June 5, 2004)  
BRUN, Minutes, 66, p. 84 (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-2.1.1 (Not Currently Used)**

#### **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.

Reference: BRUN, Minutes, 30, pp. 270-272 (April 19, 1969).

### **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.

Reference: BRUN, Minutes, 30, p. 272 (April 19, 1969).

#### **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.

Reference: BRUN, Minutes, 55, p. 205 (October 12, 1990).  
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 not 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 Nebraska. 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.

Reference: BRUN, Minutes, 60, pp. 81-83 (September 29, 1995).  
BRUN, Minutes, 62, p. 25 (April 4, 1998).

### **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.
  - (4) 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 or 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 behalf of, the University. An individual's status in a particular situation shall be determined by the Investigator or Title IX Coordinator.
- 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.
- mm. 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.

Reference: BRUN, Minutes 49, pp. 141-142 (February 18, 1984), edited June, 1998.  
Corporation Secretary revision, RP-2.3.1 (May 1, 2011).

### **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 repackaging 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.<sup>1</sup>

#### 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.<sup>2</sup>
- 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.

Reference: <sup>1</sup>BRUN, Minutes, 39, p. 180 (May 14, 1976).

<sup>2</sup>BRUN, Minutes, 42, pp. 5-6 (June 17, 1978).

BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 62, pp. 24-25 (April 4, 1998).

#### **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.

Reference: BRUN, Minutes, 43, p. 286 (October 12, 1979).  
Reaffirmed BRUN, Minutes, 54, p. 252 (October 6, 1989).

#### **RP-2.6 The Colleges**

##### **RP-2.6.1 Policy on Naming 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.<sup>1</sup>

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.<sup>2</sup>

Reference: <sup>1</sup>BRUN, Minutes, 16, p. 297 (November 11, 1944).  
<sup>2</sup>BRUN, 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.

Reference: BRUN, Minutes, 46, p. 180 (October 9, 1981).  
BRUN, Minutes, 55, p. 11 (November 10, 1989).  
BRUN, Minutes, 73, pp. 49-50 (October 9, 2015).

### **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.

Reference: BRUN, Minutes 71, p. 61 (March 15, 2013).

## **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.

Reference: BRUN, Minutes, 41, pp. 190-191 (March 18, 1978).  
Amended, 46, p. 170 (October 9, 1981).  
Amended, 50, p. 239 (February 16, 1985).  
Amended, 63, p. 17 (February 26, 2000).  
Amended, 64, p. 21 (April 6, 2002).

## **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

Reference: BRUN, Minutes, 54, p. 145 (May 12, 1989).

#### **RP-3.1.2 Policy for Americans with Disabilities**

##### 1. References

- a. University of Nebraska Handicapped Accessibility Guidelines, June 30, 1978, Executive Council.
- b. Federal Register, Volume 42, No. 86; May 4, 1977; Part IV; Department of Health, Education, and Welfare, 45 CFR Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- 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.
  - 2) Part III; Department of Justice, 28 CFR Part 36 [Order No. 1513-91] - Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.
  - 3) Part V; Equal Employment Opportunity Commission, 29 CFR Part 1630 - Equal Employment Opportunity for Individuals with Disabilities, Final Rule.
- d. The Americans with Disabilities Act Title I Technical Assistance Manual, January 24, 1992, U.S. Equal Employment Opportunity Commission.
- e. The Americans with Disabilities Act Title II Technical Assistance Manual, January 24, 1992, U.S. Department of Justice, Civil Rights Division, Office of the Americans with Disabilities Act.
- 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.
  - c. Develop and publish grievance procedure. 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)

University of Nebraska Affirmative Action Plan for the Handicapped, adopted April 16, 1977, BRUN, Minutes, 40, p. 127, is 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) work force 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 an 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. In 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.

Reference: <sup>1</sup>BRUN, Minutes, 24, p. 259 (September 23, 1961).  
See also, Bylaws BRUN (1973+), s. 3.12.5.10.  
<sup>2</sup>BRUN, Minutes, 34, p. 126 (March 11, 1972).  
<sup>3</sup>BRUN, Minutes, 55, p. 145 (June 23, 1990).  
BRUN, Minutes, 68, pp. 6-8 (January 23, 2009).

#### **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.

Reference: BRUN, Minutes, 39, p. 85 (March 13, 1976).  
BRUN, Minutes, 51, p. 215 (April 19, 1986).  
BRUN, Minutes, 72, p. 59 (July 18, 2014).

#### **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.



Reference: BRUN, Minutes, 36, p. 227 (December 6, 1973).  
BRUN, Minutes, 38, p. 51 (March 22, 1975).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 56, p. 191 (November 15, 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.

Reference: BRUN, Minutes, 36, p. 198 (October 12, 1973).  
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:

- 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 (July through August) 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 to 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.
- b. “Code” means the Internal Revenue Code of 1986, as amended.
- 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 or 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.

Reference: BRUN, Minutes, 43, pp. 175-176 (July 28, 1979).  
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 University<sup>1</sup>, 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.

(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

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<sup>1</sup> 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.

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<sup>2</sup> up to limits of \$1,000,000 per occurrence resulting in one or more such criminal charges or grand jury 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;

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<sup>2</sup> 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.

- (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-tern 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
- d. A claim under this Statement of Business Automobile Liability Self-Insurance Coverage.

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:

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|--------|--|
| 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".

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.<sup>3</sup>

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.<sup>4</sup>

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

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<sup>3</sup> “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. ... “

<sup>4</sup> 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).

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.
- 2) A summary of the nature of the conflicts.<sup>5</sup>
- 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.<sup>6</sup>

*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

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<sup>5</sup> Conflicts may be identified according to basic categories, for example, conflicts arising from ownership of stock, family relationships, potential undue influence, and the like.

<sup>6</sup> 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)*.

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.

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:
  - 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;
  - Responsible campus officials are to review and manage potential *Conflicts of Interest*;
  - The campus will provide related training and advice about *Conflict of Interest* issues;
  - The campuses will review and validate their program on a regular basis;
  - The campus will make its implementation procedures for this policy available publicly; and
  - 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.<sup>7</sup>

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

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<sup>7</sup> An example of such a circumstance would be research performed pursuant to a contract with an agency of the federal government requiring security clearance.

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.

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).  
BRUN, Minutes, 60, p. 20, (March 24, 1995).  
BRUN, Minutes, 69, pp. 16-30, (March 5, 2010).

#### **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.

Reference: BRUN, Minutes, 62, p. 16 (February 28, 1998).  
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 pro-rata 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.

Reference: BRUN, Minutes, 48, pp.107-108 (May 14, 1983).

### RP-3.3.4 Grievance Policy—General Nonacademic <sup>8</sup>

#### 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 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*

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<sup>8</sup> 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].

*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 an 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.

Reference: BRUN, Minutes, 41, p. 165 (February 18, 1978).  
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.

Reference: BRUN, Minutes, 35, pp. 228-229 (February 3, 1973).  
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.

Reference: BRUN, Minutes, 44, p. 9 (November 16, 1979).

### **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.

Reference: BRUN, Minutes, 38, p. 11 (January 18, 1975).  
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.

Reference: BRUN, Minutes, 57, p. 245 (November 7, 1992).  
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.

Reference: BRUN, Minutes, 31, p. 303 (May 18, 1970).  
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.

Reference: BRUN, Minutes, 45, p. 169 (January 17, 1981).

#### **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.

Reference: BRUN, Minutes, 54, p. 132 (April 8, 1989).

#### **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.

Reference: BRUN, Minutes, 21, p. 73 (May 15, 1954).  
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.<sup>1</sup>

The annual evaluation of Central Administration personnel has been and will remain the responsibility solely of the Board and chief executive officer.<sup>2</sup>

Reference: <sup>1</sup>BRUN, Minutes, 37, p. 6 (February 2, 1974).  
<sup>2</sup>BRUN, 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**

1. Declaration of a State of Financial Exigency.
  - 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.

Reference: BRUN, Minutes, 38, pp. 301-303 (November 15, 1975).  
BRUN, Minutes, 53, p. 150 (May 6, 1988).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).

### RP-4.3.2 Tenure Recommendations

The Board of Regents shall receive the list of those individuals recommended for tenure appointments at least one meeting prior to the meeting at which time action is to be taken.<sup>1</sup>

The UNL Bylaws require that the UNL Chancellor shall inform the Board of Regents if the recommendations of the Chancellor and the appropriate Vice Chancellor differ from the recommendations of a dean or director in tenure cases.<sup>2</sup>

Reference: <sup>1</sup>BRUN, Minutes, 40, p. 125 (April 16, 1977).  
<sup>2</sup>BRUN, Minutes, 44, p. 161 (April 19, 1980).

### 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* 4 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.

Reference: BRUN, Minutes, 62, p. 15 (February 28, 1998).

#### **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.

## 3. Ownership of Intellectual Property; General Provisions

### 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.<sup>1</sup> 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 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 practicably 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<sup>1</sup> 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,<sup>2</sup> 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").<sup>3</sup>

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

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<sup>1</sup>For purposes of this policy, the term "invention" shall mean patent able inventions or discoveries, computer software, trade secrets and all other intellectual property not addressed under Regents Policy 4.4.1.

<sup>2</sup> 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.

<sup>3</sup>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.

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.<sup>4</sup> In the event of any infringement action or other legal

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<sup>4</sup>The 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.

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 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

Reference: BRUN, Minutes, 54, p. 145 (May 12, 1989).

#### **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).  
BRUN, Minutes, 31, p. 191 (November 17, 1969).  
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.

Reference: BRUN, Minutes, 58, pp. 12-15 (January 16, 1993).  
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.

Reference: BRUN, Minutes, 45, p. 326 (May 16, 1981).

#### **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<sup>1</sup> Student Affairs Officer or Title IX Coordinator.<sup>2</sup> 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.

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<sup>1</sup> Insert "UNK, UNL, UNMC or UNO" wherever campus is used in this document.

<sup>2</sup> Insert the names, telephone numbers, both office and e-mail addresses of the persons with these responsibilities.



## 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 report<sup>3</sup>, 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 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.

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<sup>3</sup> 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.

### 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.

#### 4. General Provisions Applicable in Cases of Alleged Sexual Misconduct

- 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<sup>4</sup> or past sexual assault by the Respondent<sup>5</sup> 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.

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<sup>4</sup> See Neb. Rev. Stat. § 27-412 (2012 Cum. Supp.) (Relevance of person's alleged past sexual behavior or alleged sexual predisposition), see also OCR Guidance F-7.

<sup>5</sup> See Neb. Rev. Stat. § 27-415 (2012 Cum. Supp.) (Evidence of crimes of sexual assault in civil cases).

- 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.<sup>6</sup>
- 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.

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<sup>6</sup> 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."



- k. "Consent" means agreement, approval, or permission as to some act or purpose, given voluntarily by a competent person. "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.
  - (4) 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.

- 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 or 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<sup>7</sup> 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.
- 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.
- cc. "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.

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<sup>7</sup> 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.

- dd. "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.
- ee. "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.
- gg. "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.

Reference: BRUN, Minutes, 70, p. 42 (October 28, 2011).  
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.

Reference: BRUN, Minutes, 45, pp. 166-167 (January 16, 1981).

### **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 member applicants 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.

Reference: BRUN, Minutes, 45, pp. 166-167 (January 16, 1981).

### **RP-5.6 Campus Speakers**

#### **RP-5.6.1 Sponsorship of Speakers with Student Fees**

The student programming organizations administering the speakers programs on each campus shall abide by the following guidelines in sponsoring speakers on campus with the use of student fees:

1. The purpose of a speakers program is to advance the general educational processes of the University by putting before the University community a broad range of ideas on a variety of contexts. The purpose of a speakers program is not to advance any particular political or personal philosophy.
2. The organizations administering speaker programs shall provide reasonable political and ideological balance on subjects of politics and government. For instance, if the organization sponsors a speaker that represents one part of a political or ideological spectrum of ideas on a subject of politics, government, or ideologies, it shall make reasonable attempts to sponsor a different program within the same academic year which generally represents the opposing part of that spectrum of political or ideological ideas.
3. In all events, the organization administering the program shall make every attempt to remain neutral and fair in the selection of speakers on subjects of politics, government, and ideologies.
4. Student programming organizations will organize internal committees that will have an ongoing responsibility to ensure that a balanced program is presented.
5. University Program and Facilities Fee (UPFF) funding and approval of political and ideological speakers will proceed through the same procedure for approval of all speakers. All speaker programs, regardless of the content of the speech, will be administered in the same way.
6. All students are encouraged to join their programming groups and/or give their input to the speaker selection on their campus.

Reference: BRUN, Minutes, 44, p. 18 (November 16, 1979).  
See also, Bylaws BRUN (1973+), s. 5.11.  
BRUN, Minutes, 56, p. 149 (September 6, 1991).



## **RP-5.7 Tuition**

### **RP-5.7.1 Residency Determination for Tuition Purposes**

#### 1. Preamble

Pursuant to Article VII, Section 10 of the Constitution of the State of Nebraska, and Neb. Rev. Stat., §§ 85-501 and 85-502, the University has been authorized to develop regulations and make determinations regarding Nebraska residency for tuition purposes. These regulations provide the bases upon which University staff shall determine, on a uniform intercampus basis, whether an individual qualifies as a Nebraska resident for tuition purposes.

It should be emphasized that the statutes provide a set of minimum standards which will govern a determination of resident status for tuition purposes only. In some instances it will be possible that an individual may qualify as a "resident" of Nebraska for one purpose (such as securing a Nebraska driver's license) and still not meet the standards established by the Board of Regents for resident tuition status. Individuals seeking a Nebraska residency determination for tuition purposes should, therefore, carefully study all aspects of the law and these regulations before seeking resident tuition status.

These regulations require that a determination of resident status be made "at the time of each registration." In addition, state law guarantees that once an individual has been enrolled at the University or one of the Nebraska state colleges as a resident student, he or she shall be afforded that privilege during the balance of that and any subsequent enrollments at the University, provided the student is readmitted within a two year time period.

It should be noted that an individual who moves to Nebraska primarily to enroll in an institution of higher education of the state is presumed to be a non-resident for tuition purposes for the duration of his or her attendance at the University.

Individuals seeking to establish resident status for tuition purposes who are subject to the 12 months minimum requirement must have established a home in Nebraska at least 12 months prior to the time they request a determination of residency. In addition, they must also initiate the various other domiciliary contacts which will support their application within a reasonable period of time after they have established their domicile in Nebraska. That is, it will not be sufficient to show only that they have established a home in Nebraska for 12 months. They will also be expected to demonstrate that the supporting contact points, such as a Nebraska driver's license and Nebraska checking or savings accounts, have also been held for a reasonable period of time.

Individuals seeking a resident student determination for tuition purposes will be required to sign a notarized affidavit attesting to the truth of their statements. If it is subsequently determined that an individual has falsified such a statement, he or she may be subjected to disciplinary action by the University before the individual will be permitted to continue with his or her studies at the University. Such disciplinary action will be determined on an individual basis, and may include measures such as disciplinary probation or suspension, expulsion from the University, or a requirement that the individual reimburse the University for the difference between the tuition paid and nonresident tuition rate.

#### 2. Definitions

For the purpose of these regulations, the following definitions shall apply:

- a. Resident Fees shall mean the resident tuition rate set by the Board of Regents applicable to the academic program in which an individual intends to enroll.
- b. Non-Resident Fees shall mean the nonresident tuition rate set by the Board of Regents applicable to the academic program in which an individual intends to enroll.

- c. Legal Age shall be the age of majority set by Nebraska statute.
- d. Emancipated Minor shall mean an individual who by virtue of marriage, financial status, or for other reasons, has become independent of his or her parents or guardians.
- e. The phrase "established a home" shall mean that an individual continuously maintains a primary place of residence in Nebraska where the individual is habitually present.
- f. Legal Residence shall mean the place of domicile or permanent abode as distinguished from temporary residence.
- g. Dependent refers to a person who is claimed as a dependent or an exemption for federal income tax purposes by a parent, guardian, or spouse.

### 3. Resident Tuition Categories

An individual will qualify as a resident of the State of Nebraska for tuition purposes at the University of Nebraska if, prior to the commencement of the term for which residency is sought, he or she meets the standards set forth in any one of the following categories:

- a. A person of legal age or an emancipated minor who for a period of 12 months has established a home in Nebraska where he or she is habitually present, and verified by documentary proof that he or she intends to make Nebraska his or her permanent residence.
  - 1) In addition to documentation of occupancy of a home or residence in Nebraska for the previous period of 12 months, intent to make Nebraska a permanent residence may be demonstrated by factors including, but not limited to, the following:
    - a) a current Nebraska driver's license;
    - b) documentation that the individual is registered to vote in Nebraska;
    - c) a current Nebraska automobile registration in the individual's name;
    - d) documentation of individual checking or savings accounts maintained with a Nebraska financial institution;
    - e) documentation of current employment in Nebraska, and withholding of Nebraska income tax;
    - f) copies of the provisions of an individual's most recent state income tax return indicating a Nebraska taxpayer status.
  - 2) An individual who moves to Nebraska primarily to enroll in an institution of higher education of the state is presumed to be a non-resident for tuition purposes for the duration of his or her attendance at the University.
  - 3) An individual claiming Nebraska resident status under this section will not be granted such a determination if he or she has claimed resident status in any other state within 12 months of requesting Nebraska resident status.
- b. A minor whose parent, parents, or guardian have established a home in Nebraska where such parent, parents, or guardian are habitually present with the bona fide intention of making Nebraska their permanent place of residence.

- 1) For the purpose of this section, an individual shall be required to present documentary proof that his or her parent, parents, or guardians have established a home in Nebraska. Such proof shall consist of the following:
    - a) documentation that the parent or guardian has established a home in Nebraska;
    - b) documentation that the individual seeking a resident tuition determination is a dependent for federal income tax purposes of the parent or guardian who has established a home in Nebraska; and
    - c) other supporting documents of the parent or guardian's Nebraska residency including, but not limited to, the following factors:
      - i. a current Nebraska driver's license;
      - ii. documentation that the individual is registered to vote in Nebraska;
      - iii. a current Nebraska automobile registration in the individual's name;
      - iv. documentation of individual checking or savings account maintained with a Nebraska financial institution; or
      - v. documentation of current employment in Nebraska.
  - 2) For purposes of this section, an individual, once enrolled as a resident student, whose parent, parents, or guardian have previously established a home in Nebraska, as documented through evidence such as that outlined in section 3b(1) above, shall continue to be classified as a resident for tuition purposes if the parent, parents, or guardian upon whom he or she remains dependent move from the state.
  - 3) There shall be no minimum period of residence for the parent or guardian under this subsection b.
- c. A person of legal age who has established a home in Nebraska and is a dependent for federal income tax purposes of a parent or former legal guardian who has established a home in Nebraska.
- 1) For the purposes of this section, an individual shall be required to present the following:
    - a) documentation that both he or she and the parent or former guardian have established a home in Nebraska. Such documentation shall be the same as that required under section 3b(1) above; and
    - b) documentation that he or she is, for federal income tax purposes, the dependent of the parent or former guardian for the most recent tax year.
  - 2) There shall be no minimum period of residence under this subsection c.
- d. A person who has married a resident of Nebraska.

- 1) For the purpose of this section, an individual shall be required to verify that he or she is married to an individual who, prior to the marriage, had already established a home in Nebraska. Such verification shall consist of:
  - a) a valid marriage license; and
  - b) documentation of his or her spouse's Nebraska resident status, as required in section 3a(1) above.
  
- e. Except as provided below in Section 3(h), a person who is an alien and has applied to or has a petition pending with the United States Citizenship and Immigration Service to attain lawful status under federal immigration law and has established a home in Nebraska for a period of at least 12 months where he or she is habitually present with the bona fide intention to make this state his or her permanent residence.
  - 1) For the purposes of this subsection, an individual will be required to present documentation that he or she:
    - a) has been a resident of the State of Nebraska for a period of at least 12 months, verified as required in section 3a(1) above; and
    - b) is a holder of a permanent resident alien, asylee, or refugee status.
  
- f. A person who is able to verify that he or she is a staff member with at least a .5 FTE appointment, or the "spouse," "Adult Designee," a "dependent child," or "dependent child of the Adult Designee" (as those terms are defined by the Board of Regents), of such a staff member of the University of Nebraska, one of the Nebraska state colleges, or one of the community college areas.
  
- g. A person on active duty with the armed services of the United States, and who has been assigned a permanent duty station in Nebraska, or a spouse or dependent of an individual who has been assigned a permanent duty station in Nebraska.
  - 1) A person on active duty with the United States armed services will be granted resident tuition status if he or she verifies:
    - a) that he or she is on active duty with the armed forces; and
    - b) that his or her permanent duty station is in Nebraska, or
    - c) that he or she maintains Nebraska as their permanent home of record.
  - 2) A person who is a spouse or a dependent of a person on active duty with the United States armed services will be granted resident tuition status if he or she verifies that he or she is a spouse or a dependent, for federal income tax purposes, of an individual meeting the qualifications outlined in section 3g(1) above.
  - 3) If the individual meeting the qualifications outlined in section 3g(1) is reassigned outside the state, such person, their spouse or dependent will maintain eligibility for in-state tuition while continuously enrolled.
  - 4) There shall be no minimum period of residence under this section.
  
- h. A person who resided with his or her parent, guardian, or conservator while the person was a student attending a public or private high school in this state and:

- 1) graduated from a public or private high school in this state or received the equivalent of a high school diploma in this state;
- 2) resided in this state for at least three years before the date the student graduated from the high school or received the equivalent of a high school diploma;
- 3) registered as an entering student in a state postsecondary education institution not earlier than the 2006 fall semester; and
- 4) provided an affidavit stating that he or she will file an application to become a permanent resident at the earliest opportunity he or she is eligible to do so.

If the parent, guardian, or conservator with whom the student resided ceases to reside in this state, such student shall not lose his or her resident status under this subsection if the student has a bona fide intention to make this state his or her permanent residence, supported by documentary proof as required in section 3a(1) above.

- i. A person who has been enrolled at the University or one of the Nebraska state colleges as a resident student, shall be afforded that privilege during the balance of that and any subsequent enrollments at the University, provided the student is readmitted within a two year time period.
- j. Members of Native American Tribes that are indigenous to or have historically migrated to or from the State of Nebraska.
- k. A person who, because of his or her special talents and skills, was recruited to Nebraska for full-time employment in the state, or was transferred to Nebraska by a business entity, and the spouses or dependents of such a person, shall be exempted from the 12-month domicile rule.
- l. A person who has been honorably discharged from the United States armed services shall be exempted from the 12-month domicile rule if he or she is a graduate of a Nebraska high school and has established a home in Nebraska with the intent to make Nebraska a permanent residence demonstrated by documentation as required under section 3a(1) above.
- m. A person who enrolls in the University of Nebraska and who is a veteran as defined in Title 38 of the United States Code and was discharged or released from a period of not fewer than ninety days of service in the active military, naval, or air service less than three years before the date of initial enrollment, a spouse or dependent of such a veteran, or an eligible recipient entitled to educational assistance of such a veteran as provided in 38 U.S.C. 3311(b)(9) or 38 U.S.C. 3319, as such sections existed on January 1, 2015, if the person is registered to vote in Nebraska and demonstrates objective evidence of intent to be a resident of Nebraska.
  - 1) For purposes of this section, objective evidence of intent to be a resident of Nebraska may be demonstrated by obtaining a Nebraska driver's license, a Nebraska identification card, or a Nebraska motor vehicle registration.
  - 2) For purposes of this section, a person who is an eligible individual under 38 U.S.C. 3679(c)(2), as such section existed on January 1, 2015, or who is a spouse or dependent of such a veteran under eighteen years of age is not required to register to vote in Nebraska.
- n. A person currently serving in the Nebraska National Guard.

4. Non-Residents Who Pay Nebraska Income Tax

A person, who resides outside of Nebraska but pays Nebraska income tax, and the spouses or dependents of such a person, is entitled to tuition credit upon documented evidence of such payment to the State. The tuition credit granted shall equal the amount of Nebraska income tax paid for the immediately preceding calendar year except that the remaining obligation cannot be less than the amount of the resident tuition.

5. Affidavit

Individuals requesting resident tuition status shall be required to complete a notarized affidavit outlining the reasons under which they believe that they qualify and attesting to the accuracy of their statements. Completion of a falsified affidavit shall subject the individual to possible University disciplinary action.

6. Appeals

An individual who believes that he or she has been incorrectly denied a resident tuition determination may appeal that decision through channels established by the Chancellor of the campus where the adverse decision was made. The decision by the Chancellor or his or her designee shall be final in any such appeals.

7. Severability

If any section of these regulations or any part of any section shall be declared invalid or unconstitutional, such declaration shall not affect the validity or constitutionality of the remaining portions thereof.

Reference: BRUN, Minutes, 59, p. 56 (April 30, 1994).  
BRUN, Minutes, 66, p. 27 (June 15, 2006).  
BRUN, Minutes, 66, p. 42 (July 28, 2006).  
BRUN, Minutes, 68, p. 41 (September 4, 2009).  
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.  
BRUN, Minutes, 72, p. 30 (May 30, 2014).  
BRUN, Minutes, 73, pp. 57-58 (December 3, 2015).  
BRUN, Minutes, 74, p. 12 (March 31, 2017).

**RP-5.7.2 Differentiated Graduate Tuition**

The tuition rate for graduate credit hours should be at a level that is approximately 25% above that charged for undergraduate credit hours.

Reference: BRUN, Minutes, 45, pp. 75-76 (October 17, 1980).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).

**RP-5.7.3 Tuition Refund Schedule**

The tuition refund schedule throughout the University System is

All Students	Percent of Full Fee Due
First Week*	100%
Second Week	75%
Third Week	50%
Fourth Week	25%
Fifth Week	0%

\* In the event of withdrawal or cancellation the campuses may, at their option, refund all or a part of the pre-registration deposit.

Reference: BRUN, Minutes, 38, p. 108 (April 19, 1975).

#### **RP-5.7.4 Tuition Level Guidelines**

Guidelines for setting tuition levels throughout the University include

1. Tuition increases are to be considered when increases in educational costs justify such an increase or to address specific educational initiatives.
2. Tuition levels in the University of Nebraska should balance educational quality with access.
3. The tuition increase rates should take into account existing tuition levels and proposed increases at peer universities, including those of regional institutions.
4. Graduate tuition level should ordinarily be greater than undergraduate tuition level.
5. The State of Nebraska should maintain a reasonable share of the cost of education for all students.
6. Every effort should be made to ensure that need-based financial aid continues to be available as tuition is increased.
7. Ordinarily nonresident students should pay a larger share of instructional costs than resident students, unless they are part of special programs such as the Midwest Compact program or a tuition waiver program.
8. Tuition levels should also take into account the need for access to members of under-represented racial/ethnic groups to enhance the cultural diversity of the University.
9. Tuition levels reflect the missions of the campuses.
10. Differential Tuition Rates: the President may establish a procedure by which the campuses may vary the rate of tuition from that established by the Board. The purpose of such variable rates would be to achieve University goals and objectives. The principles guiding any tuition differential rates shall be as follows:
  - a) Differential tuition rates should take into consideration the goals of tuition policy, educational objectives, efficient use of University resources, entrepreneurial opportunities, and competitive challenges.
  - b) Tuition differentials, if any, should be reasonably transparent so that individual students can make informed choices.
  - c) Following each academic year, the Board of Regents will be provided an annual report on the variances granted to the Board approved rates and the impact of those actions, including any impact on access.
  - d) Any proposal for a variance should state the specific purpose to be achieved and the means for measuring its effectiveness.
  - e) All programs with differential tuition rates will adhere to the University's tuition policy guidelines.

Reference: BRUN, Minutes, p. 217, (December 4, 1993).  
BRUN, Minutes, 64, p.124, (June 10, 2005).  
BRUN, Minutes, 70, p. 33 (September 9, 2011).

#### **RP-5.7.5 Tuition Policy**

Tuition at the University of Nebraska should be set at a level that: (1) helps sustain and improve the quality of the University, (2) maintains access on the basis of academic qualifications rather than ability to pay, and (3) establishes a fair balance between student contributions to the cost of education and taxpayer support for the State's public university.

The University's budget for academic programs and other activities is supported by State tax revenues and tuition. Because of this relationship, tax support for the University directly affects tuition rates. Accordingly, the administration and the Board of Regents must carefully consider variations in general fund support when setting tuition.

The administration and the Board of Regents shall consider the general financial capabilities of Nebraska students and parents. The University should endeavor to keep tuition at a level that ensures access and affordability. Students should not be prohibited from attending the State's only public university because of inability to pay. Accordingly, the University shall increase the availability of financial aid based on financial need and academic merit through tuition and other revenue sources.

Reference: BRUN, Minutes, 60, p. 43 (June 10, 1995).  
BRUN, Minutes, 64, p.125, (June 10, 2005).

#### **RP-5.7.6 Tuition Policy for Distance Education For-Credit Hours (Repealed)**

The policy relating to Distance Education For-Credit Hours, adopted October 23, 1998, BRUN Minutes 62, p. 74, has been repealed.

Reference: BRUN, Minutes, 62, p. 74 (October 23, 1998).  
BRUN, Minutes, 68, p. 34 (June 12, 2009).

#### **RP-5.7.7 Tuition Assistance Program**

##### **1. Eligibility**

The economic benefits of a college education have been well established. Statistics show that students from the poorest backgrounds are many times less likely to enjoy these benefits by earning a bachelors degree. To help rectify this situation, the University of Nebraska will provide a Tuition Assistance Program to qualified full-time, undergraduate, Nebraska resident students. The Tuition Assistance Program will cover the cost of up to 30 credit hours in an academic year, but do not include summer sessions. The Tuition Assistance Program does not substitute for but rather supplements existing University of Nebraska need-based aid, which is allocated to students by campus financial aid offices based upon unmet need analyses performed by campus financial aid staff and following federal financial aid guidelines.

##### **2. Criteria**

In order to receive a Tuition Assistance Program, a student must meet the following criteria:

1. Be a Nebraska undergraduate resident, full-time (greater than or equal to 12 credit hours per semester).
2. Meet university annual guidelines with respect to financial need.



3. Make satisfactory academic progress as defined by the campus for financial aid purposes.
4. Meet general federal financial aid requirements.
5. Each student must maintain a 2.5 minimum grade point average to retain this tuition supplement.
6. If a student drops below 2.5 GPA on a cumulative basis, he/she will be placed on "probation" for the supplement. The student must meet or exceed a 2.5 GPA in the next succeeding semester(s) or summer session(s) attended in order to regain and maintain eligibility for this benefit. This 2.5 GPA will be on a single semester or summer session basis.
7. The 2.5 GPA requirement for this supplemental tuition benefit will begin with the 2005/2006 school year with incoming first-year students and will continue with subsequent entering classes until discontinued by the Board of Regents.
8. The Chancellor of each campus has the right to create and implement an appeals process to deal with extreme circumstances for students who were originally granted this tuition supplement and who subsequently become ineligible.

All scholarship/grant assistance the student receives from all sources, including scholarships received from outside the University of Nebraska, will be taken into account in determining the grant amount necessary to meet the tuition guarantee.

The student and his or her family (in the case of dependent students) must apply for financial aid using the Free Application for Federal Student Aid (FAFSA) by April 1 and complete the application process with the University no later than June 1 prior to the commencement of the academic year for which financial aid is sought.

Reference: BRUN, Minutes, 65, p. 25 (April 24, 2004).  
BRUN, Minutes, 67, p. 50 (September 5, 2008).

### **RP-5.8 Student Financial Aid**

#### **RP-5.8.1 Use of "Fellow" and "Scholar"**

The terms "fellow" and "scholar" are reserved for those honorary appointments that require no service to the University; grants-in-aid to graduate students requiring no service are termed "fellowships," and grants-in-aid to undergraduate students requiring no service are termed "scholarships."

Appointments requiring service are termed "graduate assistantships" or "student assistantships."

These definitions do not apply to UNMC.

Reference: BRUN, Minutes, 16, pp. 198-199 (April 20, 1944).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).

#### **RP-5.8.2 Tuition Remission — Graduate Assistants**

The tuition remission program provides for the exemption of tuition for nine credit hours per semester of instruction for all graduate assistants having appointments of one-third or more FTE.

Reference: BRUN, Minutes, 45, pp. 6-8 (October 17, 1980).

### **RP-5.8.3 Tuition Scholarships for Non-Residents**

Tuition scholarships for an amount up to the difference between resident and nonresident tuition may be awarded to selected students who are not residents of Nebraska. The number of students receiving tuition scholarships under this competitive program shall be determined at each campus by the Chancellor.

The following students, having met all other requirements for admission, will be eligible for consideration for such tuition scholarships under this program:

1. Undergraduate
  - a. Entering freshmen who ranked in the upper 25 percent of their high school class, or who scored 23 or more on the ACT, or the SAT equivalent as determined by the Executive Vice President and Provost;
  - b. Transferring students who have a cumulative grade point average (GPA) of 3.00 (out of a maximum of 4.00);
  - c. Students who enter the program according to the above criteria and continue in good academic standing;
  - d. Underrepresented minorities or individuals with special talents.
2. Graduate and Professional
  - a. Entering graduate and professional students who have a cumulative GPA of 3.00 for all previous work attempted at all colleges attended prior to enrollment at the University of Nebraska;
  - b. Students who enter the program according to the above criterion and continue in good academic standing;
  - c. Underrepresented minorities or individuals with special talents.

Reference: BRUN, Minutes, 59, p. 56 (April 30, 1994).  
BRUN, Minutes, 74, p. 32 (September 16, 2016).

### **RP-5.8.4 Rules for Granting of Nonresident Tuition Scholarships to Children of Alumni of the University**

#### 1. Statement of Purpose

The Board of Regents has made recruitment of students a high priority for the University, and has emphasized the need to also achieve greater cultural diversity among students on the campuses of the University. The recruitment of nonresident students helps enhance cultural diversity among students. In particular, the recruitment of nonresident children of alumni will complement the Regents' desire to increase cultural diversity, and at the same time will foster stronger alumni relations.

Neb. Rev. Stat. § 85-504 authorizes the Regents to adopt rules for the waiving of nonresident tuition to students on the basis of scholarship.

Based upon the foregoing, the Board of Regents hereby establishes these rules for awarding full or partial waivers of undergraduate nonresident tuition for nonresident children of alumni of the University.

2. Definitions. For the purposes of these rules the following definitions shall apply

- a. "Alumnus of the University" shall mean any person who has been awarded a baccalaureate degree or a graduate or professional degree from the University of Nebraska.
- b. "Child of an alumnus" shall mean any person who is a natural born child or legally adopted child of an alumnus of the University.

3. Waiver of Undergraduate Nonresident Tuition for Children of Alumni

The nonresident portion of tuition may be fully or partially waived for any new undergraduate nonresident student of the University who is a child of an alumnus and who meets the eligibility standards established for each campus. Each campus chancellor is authorized to develop a Legacy Scholarship Program, subject to the following minimum standards.

- a. A student entering the University from high school must (i) rank in the upper one-third of his or her graduating class in high school, or (ii) have earned an ACT composite score of 24 or higher, or (iii) have earned an SAT equivalent total score as determined by the Executive Vice President and Provost.
- b. A student first entering the University as a transfer student must (i) rank in the upper one-third of his or her graduating class in high school, or (ii) have earned an ACT composite score of 24 or higher, or (iii) have earned an SAT equivalent total score as determined by the Executive Vice President and Provost, and the student must have achieved a cumulative grade point average of 3.0 or better in all undergraduate course work at all institutions of postsecondary education he or she has previously attended

4. Continuation of Legacy Scholarship

Campus-specific rules for awarding Legacy Scholarships must include the criteria to be applied in determining eligibility for continuation of the award subsequent to the initial year.

5. Transferability

A Legacy Scholarship awarded by one campus of the University is not transferable to another campus of the University. However, a student who enrolls as a Legacy Scholarship student at one campus of the University may qualify for a Legacy Scholarship at another campus of the University if he/she meets the Legacy Scholarship criteria for new transfer students specified in the rules of the campus to which the student is transferring.

6. Effective Date

Campus-specific rules for awarding Legacy Scholarships in accordance with this policy shall take effect at the beginning of the 2006-2007 academic year and shall apply only to undergraduate nonresident students first entering the University at the beginning of the 2006-2007 academic year and thereafter, except as noted immediately below.

7. Applicability to Recipients of Legacy Scholarships Awarded for Terms Prior to the 2006-2007 Academic Year

A University student who enrolled as a Legacy Scholarship recipient prior to the 2006-2007 academic year, and also would have qualified for a Legacy Scholarship under the criteria for 2006-2007 awards, may elect to switch to the 2006-2007 rules if he/she determines that those rules would be more favorable for continuation of the award.

Reference: BRUN, Minutes, 64, p. 36 (June 1, 2002).  
BRUN, Minutes, 64, p. 126 (June 10, 2005).  
BRUN, Minutes, 74, p. 33 (September 16, 2016).

#### **RP-5.8.5 Undergraduate Regents Scholarships \***

##### 1. Criteria for Renewal

- a. Regents Scholarships may be awarded as one-year scholarships or as multi-year renewable scholarships.
- b. Multi-year Regents Scholarships will be renewed for those full time students (successfully completing 12 credit hours or more in each of fall and spring semesters, including nine or more hours graded on the regular A+ through F scale [i.e. not counting P/NP or P/F]) who:

EITHER

- 1) Have maintained a cumulative GPA that meets or exceeds a GPA chosen by their campus (in the range of 3.25 - 3.5)

OR

- 2) Have a percentile rank in their College that is at or above the equivalent campus-wide percentile rank derived from the campus GPA referred to in 1) above. (This rank is expected to be in the range of 70th to 75th percentile.)

- c. Students who receive Regents scholarships will receive tuition remission for a total of 135 hours of classes, or for a period of five years, or until receipt of a bachelor's degree, whichever comes first.
- d. Each campus will have a process that will allow students to appeal a decision not to renew their Regents Scholarship. A campus may permit a student who loses a Regents Scholarship to petition to reacquire it once, on the occasion when their cumulative GPA has risen to the level required for renewal for current scholarship holders.

##### 2. Transfer of Regents Scholarships between Campuses

- a. The recipient must use the award at the original awarding campus for the first academic year.
- b. The recipient must meet the criteria for continuation of the award at the original awarding campus to qualify for transferring the award.
- c. The discipline (degree objective) sought by the recipient must not be available at the original awarding campus.
- d. An award can transfer only one time and only for one academic year. The amount that can transfer is the lesser of:
  - 1) An amount equal to the dollar level based on credit hours the recipient completed the preceding academic year (two semesters) calculated at the tuition rate of the original awarding campus for the new academic year.

OR

- 2) An amount equal to the dollar level based on the number of hours required to attain the 135 hour maximum calculated at the tuition rate of the original awarding campus for the new academic year.
- e. The original awarding campus must approve and transfer funds to the new campus. The new campus may choose to supplement a transfer award up to full tuition, unless the full tuition is less at the new campus.
- f. The recipient of a transfer award must meet eligibility requirements of the new campus to continue the award for a subsequent academic year.
- g. Specific cases of hardship or exception to these transfer policies will be considered on an individual basis by the appropriate campus officers.

\* Professional and Graduate Regents Scholarships will be determined by each campus.

Reference: BRUN, Minutes, 64, p. 87 (January 18, 2003).

### **RP-5.9 Student Fees**

#### **RP-5.9.1 University Program and Facilities Fees**

##### 1. Definitions

- a. Name. The official name for student fees is “University Program and Facilities Fees” (UPFF).
- b. Fund A. That portion of UPFF designated for student activities which are managed by student groups shall be distributed according to an annual budget developed by the appropriate student government organization on each campus. This portion of the UPFF shall be called Fund A.
- c. Fund B. That portion of the UPFF designated to pay debt services, staff salaries, maintenance of facilities and related expenses, and those additional items designated by the Chancellor will be budgeted separately with emphasis upon continuing support. This portion of the UPFF shall be designated as Fund B.<sup>1</sup>

##### 2. Use of Fund A Monies

- a. Allocation of Fund A monies is restricted to the following three organizations on each campus: (1) student government, (2) student programming, and (3) student newspaper. Fund A monies may not be used for academic programs or functions directly related to academic programs.
- b. Offices receiving Fund A support must benefit a broad based student population. Student governments may not distribute Fund A monies to individuals, except in the form of wages for services performed, nor to groups or organizations that are not established by and under the direct control of student government.
- c. Student programming organizations may make grants of Fund A monies to other student groups and organizations to support the programming needs of such groups and organizations. Such grants may only be made on a one fiscal year basis; may be made only with the approval of the cognizant Chancellor; may not be expended for wages, equipment, office supplies, or travel; and may not be granted to a single organization more than once in a two-year period.<sup>2</sup>

3. Approval of Fund A Budgets

- a. The Board of Regents hereby delegates authority to establish and allocate Fund A monies to the elected student governments subject only to approval by the appropriate Chancellor.
- b. An allocations body comprised of students, faculty, and staff shall be established on each campus to recommend disbursements of Fund A.
- c. Hearing dates for the initial meetings of the student government bodies established to allocate fees shall be published in the student newspaper (or appropriate campus news media) ten (10) days prior to such hearings with costs being defrayed by the UPFF allocation to student publications, and a tentative allocation shall be published in the student newspaper (or appropriate campus news media). This published information shall include the salaries, the operating budgets, and the capital expenditures of all groups receiving fee funding. The cost will be dealt with as above, and coinciding with the publication of the tentative allocation, there shall be a publication of the final hearing dates of the student government body responsible for fee allocations.
- d. After a final hearing, the fees allocation body shall draw up the final allocation proposal to be submitted to the student government of each campus for approval; after such approval by the student government, the final allocation shall be published in the student newspaper (or appropriate campus news media), and after approval by the above bodies, the proposal shall be submitted to the responsible campus Vice Chancellor and Chancellor for approval.<sup>3</sup>
- e. Redistribution of Fund A monies among major categories within the student programming organizations may be accomplished only with the approval of the cognizant Chancellor.

4. Annual Referenda on Fund A Expenditures

- a. Any student government desiring to expend funds for, or allocate funds to, the support of a student newspaper, a speakers program, or salaries for student government officers, must first obtain, prior to the beginning of each fiscal year in which such expenditures are to be made, and in the manner set forth below, the authorization of the student electorate on that campus to do so.
  - 1) Said authorization may only be obtained through a referendum conducted among the body of students on a particular campus eligible to vote in student government elections on that campus, in which one or more of the following three questions shall be explicitly posed:
    - a) Do you approve the allocation by student government of a part of student fee income in support of the (name of newspaper) during the 19\_\_ - \_\_ fiscal year?
    - b) Do you approve the allocation by student government of a part of student fee income in support of a campus speakers program during the 19\_\_ - \_\_ fiscal year?
    - c) Do you approve the allocation by student government of a part of student fee income for salaries for student government officers during the 19\_\_ - \_\_ fiscal year?
  - 2) Authorization for one year only for any particular one of the questions in 4a(1) above shall be deemed to have been obtained if, and only if, a majority of the students voting in said referendum vote to approve that particular question.

- 3) Prior to said referendum, the student government on the campus on which the said referendum is to be held shall widely publicize the total proposed dollar allocations, as well as the pro rata dollar amounts attributable to each student, for each of said specific expenditure areas for which said student government is seeking authorization.<sup>4</sup>

5. Refunds of Fund A UPFF

All students eligible to vote in student government elections shall pay the established Fund A student fee on their respective campuses at the beginning of each academic term. For a period of at least one month during each academic term, each student who has paid a Fund A student fee for that term shall be eligible to apply for, and each eligible applicant therefore shall receive a full or partial refund of his or her Fund A student fee for that academic term. No student who applies for and receives a refund of his or her Fund A student fee shall, by virtue of such refund, be denied the right to stand for election to any student government office, or be denied the right to vote in any student government elections, or be denied any other political right within or ancillary to student government on his or her campus.<sup>4</sup>

6. Use of Fund B Monies

Upon recommendation of the campus Chancellor and the President, and with the approval of the Board, Fund B monies may be allocated for support of (i) University contracts requiring payment in whole or in part from dedicated student fees, (ii) student unions and centers, (iii) intercollegiate athletic programs, (iv) student health services, (v) student recreational programs, (vi) international student services, (vii) student transit services, and (viii) facilities related to any of the foregoing. Fund B monies shall not be allocated for the benefit of an individual student (including athletic scholarships); for support of the University's physical plant, except for facilities used primarily for those student services or activities permitted above or facilities subject to bonded indebtedness requiring dedicated student fees; or for support of any academic program, or any function or facility directly related to an academic program. In the event a facility is used in part for those student services or activities permitted above, and in part for other purposes (such as academic programs, or faculty, staff, or community services and activities), Fund B monies may be used to support the facility only up to the proportion that the permitted student services or activities in the facility bear to the total use of the facility.

7. Collection of User Fees and Contributions by Student Organizations

Student groups and organizations may, with the approval of the cognizant Chancellor, establish, charge, and collect appropriate user fees for services and activities sponsored by such groups and organizations in University facilities or with University equipment or with the official sanction or assistance of University personnel. Any such fees must be collected, deposited, and disbursed in accordance with established University policies, and may only be used in support of the services and activities of the organization receiving the fee.

Any student organization, office, or group which has received official University recognition may, with the approval of the cognizant Chancellor, solicit and collect voluntary contributions. Such contributions must be solicited, collected, deposited, and disbursed in accordance with established University policies, and may only be used in support of the student organization, office, or group by which the contributions were solicited.<sup>6</sup>

- Reference:
- <sup>1</sup>BRUN, Minutes, 36, p. 133 (July 14, 1973).
  - <sup>2</sup>BRUN, Minutes, 41, p. 156-157, 161 (February 18, 1978).
  - <sup>3</sup>BRUN, Minutes, 43, p. 127 (June 23, 1979).
  - <sup>4</sup>BRUN, Minutes, 44, p. 241-242 (May 17, 1980).
  - BRUN, Minutes, 41, p. 156-157 (February 18, 1978).
  - <sup>6</sup>BRUN, Minutes, 41, p. 156-157 (February 18, 1978).

BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 61, p. 79 (October 17, 1997).  
BRUN, Minutes, 64, p. 103 (April 26, 2003).

### **RP-5.9.2 Course and Laboratory Fees; Miscellaneous Fees**

Course fees are established to cover the costs related to a particular course, for example, the costs associated with the bulk purchase of self-assessments or copyright fees. A laboratory fee is defined as a charge made to students to underwrite, in whole or in part, the cost of service, rentals, and consumable supplies utilized in a laboratory environment. These include, for example, such materials as manuals, chemicals, glassware, protective or other clothing, computer related software and expendables, paints, brushes and canvasses. A miscellaneous student fee is defined as all fees other than UPFF, course, and laboratory fees charged to students incidental to the providing of instruction. Examples of fees included within this category are application fees, transcript fees, teacher placement fees, special instructional fees, late payment fees, and returned check fees.

Reference: BRUN, Minutes, 47, p. 152 (July 24, 1982).  
BRUN, Minutes 71, p. 74 (July 18, 2013).

### **RP-5.9.3 Reporting of Course, Laboratory, and Miscellaneous Fees**

The Chancellors on each of the campuses shall report to the President no later than March 1 of each year a listing of all planned changes in student fees of any nature for the next academic year. Any planned increase in fees must be approved by the President and subsequently included as a report to the Board of Regents in a meeting agenda, prior to the proposed implementation of the increased fees. A list of all laboratory fees will be included in the schedule of classes which is provided to students prior to the time that they register for classes.

Reference: BRUN, Minutes, 45, p. 96 (February 21, 1981).  
BRUN, Minutes, 54, p. 26 (July 22, 1989).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 71, p. 74 (July 18, 2013).

## **RP-5.10 Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA)**

### 1. Scope of Policy

This policy governs all “education records” maintained by all campuses and the central administration of the University of Nebraska.

### 2. Purpose of FERPA; Definition of Education Records

- a. FERPA affords students certain rights with respect to their education records. FERPA defines “education records” as those records:  
  
Directly related to a student; and  
  
Maintained by an institution or a party acting for the institution.
- b. FERPA provides students who reach the age of 18, or who attend the University of Nebraska, with the right to inspect and review their own education records. Students also have the right to request an amendment to their education records and have some control over the disclosure of personally identifiable information contained in these records.
- c. FERPA applies to the education records of persons who are or have been in attendance at the University of Nebraska, including students in cooperative and correspondence study programs. The rights provided to students under the federal law set forth in FERPA



do not apply to records of applicants for admission who are denied acceptance or, if accepted, do not attend the University of Nebraska; however, student application materials are not considered public records under Nebraska state law and will not be disclosed to the public except as permitted by law.

### 3. Records Not Covered By FERPA

The term "education records" does not include:

- a. Records which are in the sole possession of the maker and are neither accessible nor revealed to any other person, except a substitute who performs on a temporary basis the duties of the individual who made the records.
- b. Records maintained by a law enforcement unit of the University of Nebraska for the purpose of law enforcement. (Note other laws addressing campus security may also apply to law enforcement records.)
- c. Records relating to an individual's employment at the University of Nebraska, when such employment is not based upon the individual's status as a student; provided that the records are made and maintained in the normal course of business, relate exclusively to the individual's capacity as an employee, and are not available for use for any other purpose.
- d. Medical and counseling records used solely for treatment. (Medical records may be reviewed by a physician of the student's choice.)
- e. Records that only contain information about an individual after he or she is no longer a student (e.g. alumni records). Records of an individual while a student continue to be "education records" after the student leaves or graduates from the University of Nebraska.

### 4. Students Rights to Inspect and Review Educational Records

- a. Students and former students have the following rights:
  - The right to inspect and review their education records within 45 days of their request to inspect.
  - The right to a response to a reasonable request for an explanation and interpretation of the record.
  - The right to a copy of the education record when failure to provide a copy of the record would effectively prevent the student from inspecting and reviewing the record. The student may be charged a normal cost for copies, if such a charge does not effectively prevent the student from inspecting and reviewing the record.
- b. The University of Nebraska is not required to permit a student to inspect and review education records, which contain:
  - Financial information submitted by parents.
  - Confidential letters and recommendations placed in their files prior to January 1, 1975.
  - Confidential letters and recommendations placed in their files after January 1, 1975, if: (1) the student has waived the right to inspect and review those records; and (2) the records are related to the student's admission to an

educational institution or program, application for employment, or receipt of an honor.

- c. If an education record contains information pertaining to more than one student, a review and inspection will only be allowed for that specific information pertaining to the requesting student.

#### 5. Procedure to Inspect and Review; Challenges to the Record

- a. A student should submit to the registrar, director of registration and records, dean, head of the academic department, or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. The University official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the university official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed. Compliance with an appropriate request for an inspection shall be made within no greater than 45 days.
- b. A student may ask the University to amend an education record that the student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. If the student wishes to amend an education record, the student should write the University official responsible for the record, clearly identify the part of the record the student wishes to amend and specify why it should be changed. If the University official decides not to amend the record as requested, the student will be notified of the decision in writing and advised of his or her right to a hearing regarding the request for amendment. At that time, additional information regarding the hearing procedures will be provided to the student.
- c. The right to challenge grades is not covered by this policy, unless the grade assigned was inaccurately recorded in an education record, in which case the record will be corrected.

#### 6. Consent to Release Education Records

Prior to releasing all or any part of an education record to a person other than the student to whom the record refers, consent must be obtained from the student. The consent must specify the information to be released, the reason for the release, and to whom it is to be released. The student may have a copy of the information released, if he or she desires.

#### 7. Releases Without Consent

No consent from the student is required for the release of an education record or personally identifiable information under the following circumstances:

- a. A request for information in an education record or personally identifiable information by a "school official" determined to have a "legitimate educational interest" in the information. "School official" shall mean a person employed by any administrative unit ( i.e., a campus or central administration) of the University of Nebraska in an administrative, supervisory, academic, research, or support staff position (including University law enforcement personnel and health center staff); a person or company with whom the University of Nebraska has contracted to carry out the duties related to a legitimate educational interest (including attorneys, auditors, and collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a "legitimate educational interest" if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at

one University of Nebraska administrative unit may have a legitimate educational interest in the educational records and personally identifiable information maintained at another administrative unit.

- b. Lawful compliance with a properly issued subpoena or court order.
  - c. A request in connection with a student's application for financial aid.
  - d. A request by an organization conducting studies to develop, validate, and administer predictive tests, to administer student aid programs, or to improve instruction, on behalf of the University of Nebraska, if the studies do not permit the personal identification of parents and students outside of the study representatives, and the information is destroyed once it is no longer needed by the studies.
  - e. Information submitted to accrediting organizations.
  - f. A request of a parent of a dependent student, as established by Section 152 of the Internal Revenue Code of 1986.
  - g. In case of an emergency, if the knowledge of the protected information is necessary to protect the health or safety of students or other persons.
  - h. A request from authorized state or federal representatives in relation to a state or federal audit of government supported programs.
  - i. A request from an official of another school, school system, or institution of higher education in which a student seeks or intends to enroll; provided however, that the annual notice required by FERPA must include a statement that the University of Nebraska forwards education records to other agencies or institutions, in which the student seeks or intends to enroll, upon request of the agency or institution.
  - j. In the case of a crime of violence, the University of Nebraska shall provide to the victim, the results of any institutional disciplinary proceeding against the alleged perpetrator.
  - k. Requests for directory information, as more specifically discussed below.
8. Directory Information; Definition; Request for Non-Disclosure
- a. The University of Nebraska has defined the following student information as public directory information:
    - student name
    - local address
    - permanent address
    - telephone listings
    - year at the University
    - dates of attendance
    - academic college and major field of study
    - enrollment status (e.g. undergraduate or graduate; full-time or part-time)

- participation in officially recognized activities and sports
  - degrees, honors and awards received
  - most recent educational agency or institution attended
- b. Directory information will be available to the public upon request and may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld from the public if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the registrar's office or other office in charge of registration and records; provided however, that a form to withhold directory information may be submitted after the two week period, when a student for reasonable cause, such as personal threats, safety or health concerns, requests his or her directory information to be withheld. The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.

#### 9. Parental Access to Children's Education Records

At the post secondary level, FERPA provides few rights to parents to inspect a child's education records. The right to inspect and review is limited solely to the student/child. Records may be released to the parents only under the following circumstances:

- a. Lawful compliance with a properly issued subpoena or court order;
- b. The parent establishes that the student is a dependent according to Section 152 of the Internal Revenue Code of 1986; or
- c. The student provides a FERPA consent to the parental access.

#### 10. Job References for Students by Faculty

FERPA's prohibition on disclosure of personally identifiable information (other than directory information) applies to job references. This includes information about performance in class, grades, attitude, motivation, and ability, whether conveyed in writing, in person, e-mail or over the telephone to third parties.

Although such information is often conveyed by faculty members at the informal request of the student and is usually positive, the better practice would be to request a written consent form, meeting the FERPA requirements, before providing the information.

#### 11. Recordkeeping

Each administrative unit of the University of Nebraska has an obligation to keep a record of requests and disclosures of student record information, except when the request is from the student, a University school official with a legitimate educational interest, a request for directory information, or a request to which the student has given a FERPA consent. A student has the right to review the record of requests and disclosures made in relation to his or her education records.

#### 12. FERPA/Precedence

This policy is intended to comply with FERPA, the provisions of which and its related regulations, are incorporated herein as they exist at the time of this policy's adoption, and as they may from time-to-time be amended. Should it be determined that this policy is inconsistent with FERPA, or any other applicable law, the law shall take precedence.

Reference: BRUN, Minutes, 66, p. 32 (June 15, 2006).

## **Chapter 6. Business and Financial Management**

### **RP-6.1 Claims**

#### **RP-6.1.1 (Not Currently Used)**

#### **RP-6.1.2 (Not Currently Used)**

#### **RP-6.1.3 Approval of Veterinary Diagnostic Laboratory Fees**

The Fee Schedule for the Veterinary Diagnostic Laboratories, IANR, will be subject to annual review and necessary approval by the Vice Chancellor for Agriculture and Natural Resources.

Reference: BRUN, Minutes, 48, p. 182 (June 4, 1983).

### **RP-6.2 Property**

#### **RP-6.2.1 Purchasing Policy**

##### 1. Policy References

- a. The *Bylaws of the Board of Regents of the University of Nebraska*, Section 6.1, relating to Obligations.
- b. The *Bylaws of the Board of Regents of the University of Nebraska*, Section 6.4, relating to Contracts.
- c. Neb. Rev. Stat., § 73-101 et seq. relating to Public Lettings.

##### 2. Purpose

The purpose of this policy is to provide uniform purchasing guidelines for the University of Nebraska.

##### 3. Applicability

This policy shall apply to the purchase of personal property and services, and to the purchase of labor, materials, and equipment for the construction, maintenance, repair, remodeling, renovation, renewal or demolition of any University building or other improvement to real property. The purchase of services of architects, engineers, landscape architects, and land surveyors and the acquisition of real property are excluded from this policy.

##### 4. Definitions

- a. Article. Article shall mean any item of personal property, and shall include all materials, supplies, furniture, equipment, printing, stationery, software, automotive and road equipment and all other chattels, goods, wares and merchandise whatsoever.
- b. Bylaws. Bylaws shall mean the *Bylaws of the Board of Regents of the University of Nebraska*.
- c. Contractor. Contractor shall mean any person, firm, partnership, association, corporation or other entity with whom the University has entered into a contract to (a) provide any article or service, or (b) provide any labor, materials or equipment for the construction, maintenance, repair, remodeling, renovation, renewal or demolition of any University building or other improvement to real property.

- d. Emergency. Emergency shall mean any situation where it is necessary that the University enter into a contract of purchase to (a) avoid the loss of life, health, safety, or property, (b) respond to time limits established by a person or agency external to the University, or (c) obtain cost savings for the University where the time constraints of competitive bidding would eliminate the cost savings.
- e. Immediate Family. Immediate Family shall mean wife, husband, children, grandchildren, parents, grandparents, brother, sister, daughter-in-law, son-in-law, guardian, ward, stepfather, stepchildren, or persons bearing the same relationship to the spouse of the employee.
- f. Major Administrative Unit. Major administrative unit shall mean the University of Nebraska-Lincoln, the University of Nebraska Medical Center, or the University of Nebraska at Omaha, or the University of Nebraska at Kearney.
- g. Principal Business Officer. Principal business officer shall mean the Vice Chancellor for Business and Finance of a major administrative unit or the Vice President for Business and Finance when acting on behalf of the Central Administration or the University as a whole, or their designee.
- h. Professional Service. Professional service shall mean and include (a) any type of service which requires a license or other legal authorization as a condition precedent to the rendering of the service, or (b) any other type of service commonly recognized as a professional service, including, but not limited to, accounting and auditing, actuarial, legal, personnel, financial, computing, management, marketing, educational program planning or evaluation, facilities planning or evaluation, insurance and risk management, or travel agency services.
- i. Purchase. Purchase shall mean the process of (a) acquisition of any article by the University by transfer of ownership or by lease for a stated consideration paid to a contractor or vendor, (b) contracting for any service, including any professional service, to be provided by any person, firm, partnership, association, corporation or other entity for a stated consideration, or (c) contracting for any labor, material or equipment for construction, repair, alteration, remodeling, renovation or demolition of any University building or other improvement to real property to be provided by a contractor for a stated consideration.
- j. Requesting Unit. Requesting unit shall mean any college, school, department, division, office, or other administrative subdivision within the University which requests a purchase.
- k. Sole Source Purchase. Sole source purchase shall mean any purchase made from only a single contractor or vendor without competitive bidding.
- l. Vendor. Vendor shall mean any person, firm, partnership, association, corporation or other entity furnishing an article or service to the University.

## 5. Specifications

- a. Any purchase where competitive bidding is required by this policy shall be made on the basis of written specifications which shall be developed by the requesting unit and/or the appropriate academic/administrative authority. All specifications shall be prepared in a manner designed to attract competitive bidding within the standards of quality appropriate for intended use.
- b. Restrictive sole source proprietary specifications shall not be used, except in cases of emergency or in cases involving the purchase of unique (including matching existing equipment or software) or non-competitive articles or services. Each request for a sole

source purchase shall be accompanied by written justification from the requesting unit. Each sole source purchase must have prior written approval by the principal business officer.

- c. The Vice President for Business and Finance shall coordinate the establishment and maintenance of uniform standards and specifications for purchases by the University.

## 6. Competitive Bidding

- a. Except as otherwise provided in this purchasing policy, any purchase committing the University to an expenditure of \$150,000 or more shall be made to the lowest responsible bidder, taking into consideration the best interests of the University, the quality or performance of any articles or service to be purchased, their conformity with specifications, the purpose for which required, and the time of delivery or performance. The University may utilize a competitive reverse auction, to include a web-based version, to meet the competitive bidding requirements stated in this policy. In determining the lowest responsible bidder, in addition to price, bids may be rejected and awards made upon consideration of the following factors:

- 1) The ability, capacity, and skill of the bidder to comply with the University's specifications and perform the contract required;
- 2) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- 3) Whether the bidder can perform the contract within the time specified;
- 4) The quality of the bidder's performance of previous contracts (see also Section 6.c);
- 5) The previous and existing compliance by the bidder with laws relating to the contract;
- 6) The life-cycle cost of an article in relation to its purchase price and specific use by the University (see also Section 6.f);
- 7) The performance of an article, taking into consideration any commonly accepted tests and standards of product usability and user requirements;
- 8) Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment;
- 9) The information furnished by each bidder concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs and energy consumption on a per-year basis;
- 10) The results of Federal regulatory agency tests on fleet performance of motor vehicles. Each bidder shall furnish information relating to such results; and
- 11) Such other information as may be secured having a bearing on the decision to award the contract.

- b. The University shall always have the right to reject any or all bids received. Further, the University may waive any informality or irregularity in any bid which does not materially affect the integrity or effectiveness of the competitive bidding process. In any case where competitive bids are required and all bids are rejected, but the proposed purchase is not abandoned, new bids shall be called for as in the first instance. The University reserves

the right in all circumstances to analyze bids in detail and to award contracts which in the exercise of reasonable discretion the University believes to be in its best interest.

- c. The University may reject the bid of any bidder who has (a) failed to perform a previous contract with the University, (b) failed to provide any required bid security, or (c) submitted a bid which is in any way incomplete, irregular, or not responsive to specifications.
- d. A minimum of fifteen (15) days shall elapse between the time formal bids are advertised or called for and the time of their opening; provided, however, the Principal Business Officer may shorten this time period in cases of emergency. Conducting competitive reverse auctions, including web-based auctions, satisfies this requirement and recognizes less than fifteen (15) days elapsed time between advertisement and the time of opening.
- e. Competitive bidding shall not be required for the following types of purchases:
  - 1) Purchase of unique or non-competitive articles or services. Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are public utility services, regulated central office telephone services, books, pamphlets and periodicals, and specially designed business, research or scientific equipment and related software. (See also Section 5.b requiring written justification for sole source purchases and approval of the same by the principal business officer);
  - 2) Contracts for professional services; provided, however, that any contract for architectural, engineering, land surveying or landscape architectural services shall be made in accordance with applicable law and Board of Regents policies requiring competitive negotiations for such services;
  - 3) Purchases necessary in emergency situations;
  - 4) Contracts for maintenance or servicing of equipment with the manufacturer of the equipment or the manufacturer's authorized service agent, where in the judgment of the principal business officer such maintenance or service can be most effectively performed by the manufacturer or its authorized service agent;
  - 5) Purchases from (i) any purchasing cooperative or consortium of which the University or a major administrative unit thereof is a member, (ii) the U.S. Government or any agency or instrumentality thereof, (iii) the State of Nebraska or any agency or instrumentality thereof, (iv) a political subdivision of the State of Nebraska, (v) any governmental or public entity created by an interlocal cooperation agreement pursuant to the Nebraska Interlocal Cooperation Act, (vi) any private or public postsecondary educational institution, or (vii) any vendor pursuant a U.S. Government General Services Administration (GSA) pricing agreement; provided, however, under no circumstances shall the University be contractually obligated or liable for any purchase by another educational institution or governmental entity, or by any other member of a purchasing cooperative or consortium;
  - 6) Contracts on capital construction projects (a) for the services of a construction manager who may or may not at the discretion of the University also be engaged on the project as the general contractor or (b) for the services of a design/build contractor who will be engaged on the project to furnish design services by a qualified architect or engineer and to provide general contractor services; provided, the contracts shall be awarded in accordance with Board of Regents Policy RP-6.3.7.



- 7) Purchases, buildings and other improvements costing less than one hundred fifty thousand dollars (\$150,000).
  - f. When required by the University, each bidder will furnish life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis. Where life-cost of an article is intended to be a factor in selection of the lowest responsible bidder, that factor shall be clearly stated in the invitation to bidders or in the specifications, or both.
7. Purchasing Disputes

Any disagreement between a requesting unit, vendor or bidder and the University concerning specifications, responsiveness of bids to specifications, vendor performance, and other matters relating to purchasing activities shall be referred to the respective principal business officer for resolution.
8. Purchases in the Name of the Board of Regents; Authority to Obligate University Funds

All purchases shall be in the name of the Board of Regents of the University of Nebraska for and on behalf of the major administrative unit making the purchase. No commitment of University funds shall be made except by means of an official University purchase order, an official University purchasing card or contract approved by the appropriate administrative officer or his or her designee in accord with Section 6.4 of the *Bylaws* and the policies of the Board of Regents relating to authority to execute contracts.
9. Campus Purchasing Policies and Procedures

Each principal business officer may establish campus purchasing policies and procedures which are supplemental to and consistent with this purchasing policy. Nothing herein shall be construed to prohibit a principal business officer from establishing campus purchasing policies and procedures which are more restrictive than this purchasing policy.
10. Resident Bidder Preference

In accordance with the provisions of Neb. Rev. Stat., § 73-101.01, when a University contract is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference over a non-resident bidder from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder. Resident bidder as used in this section shall mean any person, partnership, association, or foreign or domestic corporation authorized to engage in business in the State of Nebraska and who shall have met the residency requirement of the state of the non-resident bidder, necessary for receiving the benefit of that state's preference law on the date when any bid for public contract is first advertised or announced, or shall have had a bona fide establishment for doing business within this state for the length of time established by the state of the non-resident bidder, necessary for receiving the benefit of that state's preference law on the date when a bid for a public contract is first advertised or announced. This section shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this section.
11. Financial or Beneficial Personal Interest Forbidden; Gift and Rebates Prohibited
  - a. No officer or employee of the University involved in an advisory or decision-making capacity relating to any University purchase and no member of his or her immediate family shall be financially interested, or have any beneficial personal interest, either directly or indirectly, in such purchase, or in any bidder, contractor, lessor or vendor for such purchase. No such officer or employee or member of his or her immediate family shall receive or accept, either directly or indirectly, by rebate, gift or otherwise, any

money or other specific item of value whatsoever, or any promise, obligation or contract for future reward or compensation from any person, firm, corporation or other entity which has submitted or intends to submit a bid or proposal in connection with any University purchase or which has otherwise been contacted by the University relating to a proposed University purchase.

- b. No purchasing officer or any member of his or her immediate family shall have any direct or indirect financial interest in any person, partnership, firm, association, corporation or other vendor, or any agent or representative thereof, from or through whom the purchasing officer shall make any purchase or contract for a purchase on behalf of the University.
- c. Violation of Section 11 shall constitute adequate cause for immediate suspension or dismissal from University employment.

12. Purchases Involving University Personnel; Purchases for Personal Use Prohibited

- a. No article or service shall be purchased from any University faculty or staff member without prior approval by the principal business officer, and any such purchase approved by the principal business officer shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.
- b. University funds shall not be expended for articles or services which are for the personal use of staff or faculty members.

13. Ownership and Control of University Property

- a. Title and all rights of ownership to all property purchased with University funds shall vest in the University, except for property purchased in accordance with specially donated or restricted funds providing for other ownership.
- b. University property may be reassigned for use by other units within the University in the event it is no longer being utilized by the unit in possession.

14. Reports

Each principal business officer or the Vice President for Business and Finance shall immediately notify the General Counsel's office in any instance where a decision made concerning the awarding of a contract of purchase is disputed by a party outside the University.

Reference: BRUN, Minutes, 51, p. 147, attachment 4 (November 15, 1985).  
BRUN, Minutes, 60, p. 142 (June 1, 1996).  
BRUN, Minutes, 61, pp. 86-87 (November 22, 1997).  
BRUN, Minutes, 62, p. 111 (May 1, 1999).  
BRUN, Minutes, 63, p. 91 (November 3, 2000).  
BRUN, Minutes, 63, p. 125 (March 3, 2001).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).  
BRUN, Minutes, 67, p. 60 (November 7, 2008).  
Corporation Secretary revision, RP-6.2.1.14 (August 14, 2009).  
Corporation Secretary revision, RP-6.2.1.6.e.7 (October 7, 2009).  
BRUN, Minutes, 70, p. 11 (March 11, 2011).

## RP-6.2.2 Disposal of Personal Property

### 1. Policy References

- a. Neb. Rev. Stat., § 85-105, relating to Board of Regents' authority to dispose of personal property.
- b. *Bylaws of the Board of Regents of the University of Nebraska*, Sections 6.3, 6.4 and 6.5, relating to personal property, contracts and the use of property.
- c. BRUN Minutes, 51, p. 138, (November 15, 1985) Policy for Authority to Execute Contracts.
- d. BRUN Minutes, 51, p. 138 (November 15, 1985) Purchasing Policy.

### 2. Purpose

The purpose of this policy is to provide a uniform and equitable University-wide procedure for the disposal of excess or surplus personal property.

### 3. Applicability

This policy shall apply to the disposal of personal property, except for personal property being disposed of as a trade in on the purchase of other like personal property. This policy shall not apply to the disposal of real property.

### 4. Definitions

- a. Excess or Surplus Personal Property. Excess or surplus personal property shall mean usable or non-usable property which has been declared excess to the needs of an administrative unit of the University.
- b. Administrative Unit. Administrative unit shall mean Central Administration, the University of Nebraska-Lincoln, the University of Nebraska Medical Center, the University of Nebraska at Omaha, and the University of Nebraska at Kearney.
- c. Personal Property. For the purposes of this policy the term personal property refers to movable equipment and/or fixtures with a value of \$5,000 or more and a useful life of over one year. Without limiting the generality of the foregoing, fixtures shall include, but not be limited to, chillers, boilers, transformers, special purpose equipment, research equipment and electronic equipment.
- d. Principal Business Officer. Principal business officer shall mean the Vice Chancellor for Business and Finance of a campus or the Vice President for Business and Finance for Central Administration or for the University as a whole.

### 5. Policy for the Disposal of Personal Property

- a. Federal Property. Some Federal grants or contracts may require that funds from the sale of equipment originally purchased in support of the grant or contract be returned to the Federal Government. Items in this category will be handled on an individual basis in cooperation with the applicable campus grants office. Disposal of other Federal property will be in accordance with Section 5.b through 5.c below.
- b. Sale or Assignment of Surplus Personal Property to Other Administrative Units of the University. An administrative unit may sell or reassign surplus personal property to one of its internal units. If the property is excess to the administrative unit's needs, the principal

business officer or his or her representative may sell or reassign the property to other administrative units of the University.

- c. General Sale or Disposal of Surplus Personal Property. If an item of surplus property is not sold or assigned to another administrative unit of the University, the principal business officer or his or her representative may sell or dispose of such property by such method as is to the best advantage of the University. Normally sale or disposal of any item of surplus property having an estimated value in excess of \$25,000 will be by auction, sealed bid public sale, or exchange for other property.
- d. Serviceable Vehicles and Farm Equipment. University vehicles or farm equipment may be disposed of by auction or sealed bids after appropriate advertisement. Vehicles and farm equipment also may be disposed of through the Materiel Division of the State Department of Administrative Services.
- e. Livestock and Farm Products. Livestock and farm products excess to the needs of the University may be disposed of by auction, livestock or farm product sales, or in whatever manner would best serve the interests of the University.

#### 6. Pricing Practices

The sale price of surplus property shall be the highest bid price if sold by public auction or sealed bid public sale, or the reasonable market value if no bid is involved.

#### 7. Disposal of Scrap or Salvage Personal Property

Any surplus property which a principal business officer or his or her representative determines to have no value, except as scrap or salvage material, may be disposed of by salvage or scrap contract or in whatever manner best serves the interests of the University.

#### 8. Expense of Disposing of Personal Property

The expense of selling surplus personal property shall be deducted from the proceeds of the property being sold.

#### 9. Personal Property Proceeds Account(s)

There shall be established for each administrative unit appropriate University account(s) for the deposit of proceeds from the disposal of personal property.

#### 10. Sale to University Personnel

In accomplishing any sale or disposal of surplus property under the provisions of this policy, no preference will be given to University personnel.

#### 11. Board Approval

Notwithstanding any of the foregoing provisions of this policy to the contrary, no single item or identical items of personal property having an estimated market value in excess of \$400,000 shall be sold without prior approval by the Board of Regents. All sales shall be made in the name of the Board of Regents.

## 12. Responsibility and Accountability

The Vice President for Business and Finance and the principal business officers shall be responsible for the administration and the development of procedures for implementation of this policy and, in addition, develop and implement procedures for the disposition of surplus property with a value of less than \$5,000 to assure the best interests of the University are being served.

Reference: BRUN, Minutes, 52, p. 177 (April 11, 1987).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### RP-6.2.3 Acquisition and Disposal of Real Property

#### 1. Policy References

- a. Neb. Rev. Stat., § 85-105 relating to Board of Regents authority to acquire and dispose of real property.
- b. Neb. Rev. Stat., §§ 85-133, 25-2501 through 25-2506, 76-701 through 76-726, and 76-1214 through 76-1242, relating to acquisition of real property by exercise of the power of eminent domain and assistance to be provided to persons displaced by publicly-financed projects.
- c. Section 2.4 of the *Bylaws of the Board of Regents of the University of Nebraska* relating to administration of real property.
- d. RP-6.3.1, Administrative Approval of University Contracts.
- e. BRUN Minutes, Volume 49, p. 12, (October 21, 1983), relating to relocation assistance.

#### 2. Purpose

The purpose of this policy is to establish uniform guidelines and procedures to ensure that acquisition of and disposal of real property by the University is in compliance with applicable law and policies of the Board of Regents and to reduce the risk of liability by conducting an environmental site assessment prior to the acquisition of real property.

#### 3. Definitions

- a. Real Property. The term real property shall be construed as coextensive in meaning with land and shall include any right, title, or interest in land or in any building, structure, or other improvement permanently affixed to land.
- b. Acquisition of Real Property. The term acquisition of real property shall mean the acquisition of any interest in real property, but shall not include any leasehold interest or easement approved pursuant to the President's administrative authority as provided in paragraph 4 of RP-6.3.1.
- c. Administrative Unit. Administrative unit shall mean Central Administration, the University of Nebraska-Lincoln, the University of Nebraska Medical Center, the University of Nebraska at Kearney, or the University of Nebraska at Omaha.
- d. Contract. Contract shall mean any written agreement entered into by or on behalf of the Board of Regents of the University of Nebraska with another party or parties, whereby, for a stated consideration, the University will acquire ownership or transfer ownership of any interest in real property.

- e. Principal Business Officer. Principal business officer shall mean the Vice Chancellor for Business and Finance of a major administrative unit or the Vice President for Business and Finance for the Central Administration or the University as a whole.
  - f. Disposal of Real Property. The term disposal of real property shall mean the transfer of ownership of any interest in real property from the Board of Regents of the University to another party or parties, but shall not include the granting of any leasehold interest or easement approved pursuant to the President's administrative authority as provided in paragraph 4 of RP-6.3.1.
  - g. Emergency. Emergency shall mean any situation where it is necessary for the University to acquire or dispose of real property in order to (a) avoid the loss of life, health, safety, or property, (b) respond to time limits established by a person or agency external to the University, or to (c) obtain cost savings for the University.
  - h. Environmental Site Assessment. Environmental site assessment shall mean the process to determine if real property, including improvements, is subject to recognized environmental conditions.
4. Policy for the Acquisition of Real Property Valued at Greater than \$250,000
- a. Acquisition in the Name of the Board of Regents. All real property acquired by the University or any unit or subdivision thereof shall be acquired in the name of The Board of Regents of the University of Nebraska.
  - b. Appraisal. An appraisal by a qualified real estate appraiser concerning the fair and reasonable market value of property proposed for acquisition shall be obtained. The Board in its discretion may waive the requirement for an appraisal.
  - c. Report on Need for Acquisition. When a need for real property is identified a written report shall be made to the Board of Regents which shall include: (a) justification of need, (b) the legal description of the property, (c) a general description of any buildings and other improvements located on the property, (d) a summary of the past and present use of the property, (e) the land use zoning of the property, if any, (f) the estimated value of the property, (g) a summary of the environmental site assessment conducted of the property as provided in paragraph 5, below, and (h) the impact, if any, on any applicable campus master site plan.
  - d. Approval by Board of Regents Required. Any proposed acquisition of real property shall be submitted to the Board for approval and shall include the elements included in Paragraph 4.c above. Funds of the University shall not be committed or paid out for acquisition of real property and no contract relating thereto may be executed for or on behalf of the Board of Regents until the acquisition shall have been approved by the Board of Regents.
  - e. General Counsel Approval of Instruments. All contracts, deeds, leases and other instruments for acquisition of real property shall be approved by the Office of the General Counsel as to form and legality prior to execution of the same on behalf of the Board of Regents.
  - f. Eminent Domain; General Counsel Responsibility. In the event any real property is proposed for acquisition through exercise of the Board of Regents' power of eminent domain, the Office of the General Counsel shall have responsibility for any such acquisition and compliance with statutory requirements for notice, hearing, good faith negotiations and, if necessary, commencement of eminent domain proceedings.
  - g. Relocation Assistance. The Vice President for Business and Finance or principal business officer of the administrative unit involved in any real property acquisition shall,

with assistance from the General Counsel, be responsible for compliance with all laws and University regulations relating to relocation assistance to persons to be displaced as result of University real property acquisition.

5. Policy for the Acquisition of Real Property Valued at \$250,000 or Less

- a. Acquisition in the name of the Board of Regents. All real property acquired by the University or any unit or subdivision thereof shall be acquired in the name of The Board of Regents of the University of Nebraska.
- b. Appraisal. An appraisal by a qualified real estate appraiser concerning the fair and reasonable market value of property proposed for acquisition shall be obtained. The Board in its discretion may waive the requirement for an appraisal.
- c. Report on Need for Acquisition. When a need for real property is identified, a written report shall be made to the President which shall include: (1) justification of need, (2) the legal description of the property, (3) a general description of any buildings and other improvements located on the property, (4) a summary of the past and present use of the property, (5) the land use zoning of the property, if any, (6) the estimated value of the property, (7) a summary of the environmental site assessment conducted of the property as provided in paragraph 6 below, and (8) the impact, if any, on any applicable campus master site plan.
- d. Approval by President Required. Any proposed acquisition of real property shall be submitted to the President for approval and shall include the elements included in Paragraph 5.c above. Funds of the University shall not be committed or paid out for acquisition of real property and no contract relating thereto may be executed for or on behalf of the Board of Regents until the acquisition shall have been approved by the President. Acquisition of real property having a value between \$100,000 and \$250,000 shall be reported to the Board at its next regular meeting.
- e. General Counsel Approval of Instruments. All contracts, deeds, leases and other instruments for acquisition of real property shall be approved by the Office of the General Counsel as to form and legality prior to execution of the same on behalf of the Board of Regents.
- f. Eminent Domain; General Counsel Responsibility. In the event any real property is proposed for acquisition through exercise of the Board of Regents' power of eminent domain, the Office of the General Counsel shall have responsibility for any such acquisition and compliance with statutory requirements for notice, hearing, good faith negotiations and, if necessary, commencement of eminent domain proceedings.
- g. Relocation Assistance. The Vice President for Business and Finance or principal business officer of the administrative unit involved in any real property acquisition shall, with assistance from the General Counsel, be responsible for compliance with all laws and University regulations relating to relocation assistance to persons to be displaced as result of University real property acquisition.

6. Environmental Review Policy for the Acquisition of Real Property

- a. An environmental site assessment (ESA) shall be conducted within six months prior to the acquisition of real property, including real property acquired by donation or bequest. Investigation of environmental issues or conditions shall be determined and performed on a property-by-property basis utilizing reasonable steps for conducting All Appropriate Inquiries to qualify for landowner liability protection under applicable law.
- b. The review process for the ESA shall be coordinated by the principal business officer of the administrative unit acquiring the real property.

- 1) The ESA shall be performed by either an environmental consultant or by a University employee trained to conduct an ESA;
- 2) All costs of the ESA shall be paid by the administrative unit acquiring the real property as part of the acquisition process.
- 3) The ESA report shall be reviewed by the Office of General Counsel and the principal business officer of the administrative unit.
- 4) A decision to: (a) conduct any further assessment, (b) reject the property, or (c) acquire the property with identified risks, subject to Board approval, shall be made by the principal business officer of the administrative unit after consulting with the Office of General Counsel. If environmental risks exist, consideration shall be given to assuming the risks, mitigating the risks by the grantor prior to acquisition, or requiring indemnification by the grantor.

c. Steps in the ESA Process

- 1) If the ESA indicates areas of concern, the property may (a) be rejected, (b) be acquired with the identified risks, or (c) be subject to further investigation.
- 2) The ESA shall follow good commercial and customary practice, including the applicable American Society for Testing and Materials (ASTM) Standards for environmental site assessments.

7. Policy for the Disposal of Real Property Valued in Excess of \$250,000

Disposal of real property of the University having a market value in excess of \$250,000 shall require prior approval by the Board of Regents. When any such real property becomes excess to the needs of an administrative unit, a written report shall be made to the Board of Regents which shall include: (a) justification, and need for disposal, (b) the legal description of the property, (c) a general description of any buildings and other improvements located on the property, (d) a summary of the past and present use of the property, (e) the land use zoning of the property, if any, (f) the appraised market value of the property, approved by the General Counsel, and (g) the impact, if any, on any applicable campus master site plan.

No instrument disposing of real property having a market value in excess of \$250,000 shall be executed until such disposal has been approved by the Board of Regents. In addition, whenever the Board of Regents shall have approved the sale of any real property upon which buildings of the University are located, no instrument disposing of such property shall be executed until disposal thereof has also been approved by the legislature as required by Neb. Rev. Stat. § 85-105.

8. Policy for the Disposal of Real Property Valued at \$250,000 or Less

Disposal of real property of the University have a market value of \$250,000 or less shall require prior written approval by the President. When any such real property becomes excess to the needs of an administrative unit, a written report shall be made to the President which shall include: (a) justification and need for disposal, (b) the legal description of the property, (c) a general description of any buildings and other improvements located on the property, (d) a summary of the past and present use of the property, (e) the land use zoning of the property, if any, (f) the appraised market value of the property, approved by the General Counsel, and (g) the impact, if any, on any applicable campus master site plan.

No instrument disposing of real property having a market value of \$250,000 or less shall be executed until such disposal has been approved in writing by the President. Disposal of real



property having a value between \$100,000 and \$250,000 shall be reported to the Board at its next regular meeting.

9. **Public Auction or Public Sale.** Unless the method for disposal is otherwise approved by the Board of Regents or the President, as applicable, disposal of real property shall be by public auction or by sealed bid public sale, except where disposal shall be to the State of Nebraska or to any agency or political subdivision thereof. The University shall always reserve the right to reject any and all bids at any public auction or sealed bid public sale.
10. **Real Estate Disposal Proceeds Account(s).** There shall be established for each major administrative unit appropriate University account(s) for the deposit of proceeds from the disposal of real estate. Proceeds may be expended for purposes authorized by the Board of Regents.
11. **General Counsel Approval of Instruments.** All instruments relating to the disposal of real property of the University shall be approved by the Office of the General Counsel as to form and legality prior to execution of the same on behalf of the Board of Regents.
12. **Recording, Custody, Storage and Release of Real Property Instruments**
  - a. **Recording.** All deeds, and other instruments as appropriate, will be recorded in the appropriate county as soon as practical after receipt.
  - b. **Custody, Filing and Storage.** Abstracts of title and other real property instruments of all administrative units will be filed and stored under the custody and control of the Corporation Secretary. The Corporation Secretary will log all abstracts of title and other real property instruments into a master property register and then file and store the same in the University's central depository.
13. **Execution of Contracts**

The execution of agreements for acquisition or disposal of property shall be in accordance with the Board of Regents policy on Administrative Approval of University Contracts (RP-6.3.1).
14. **Emergency Approval**

In the event of an emergency the Chairperson of the Board of Regents may authorize the acquisition or disposal of real property requiring Board of Regents approval after consulting with the Executive Committee of the Board of Regents and the Vice President for Business and Finance. A written report concerning emergency authorization for acquisition or disposal of real property shall be made to the Board of Regents at its next scheduled meeting.
15. **Administration and Implementation**

The Vice President for Business and Finance and each principal business officer shall be responsible for administration and implementation of this policy.

Reference: BRUN, Minutes, 52, p. 180 (April 11, 1987).  
BRUN, Minutes, 61, p. 14 (February 22, 1997).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).  
BRUN, Minutes, 66, p. 11 (March 3, 2006).  
BRUN, Minutes, 66, p. 78 (March 9, 2007).

#### **RP-6.2.4 Vacating of Streets and Curb Cuts**

The Vice President for Business and Finance or any Vice Chancellor for Business and Finance is authorized to act and sign on behalf of the Board of Regents:

1. A petition or application to any municipality or county (a) for the vacation of any public right-of-way, (b) for any curb cut or street set-back, or (c) in connection with any other matters involving use by the University of any public right-of-way, or other property of any municipality or county.
2. Written acceptance of any ordinance or resolution passed by any municipality or county as a result of any such petitions and applications.

Reference: BRUN, Minutes, 26, pp. 253-254 (December 8, 1964).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.2.5 Use of University Personnel in Planning/Construction**

#### 1. Purpose

The purpose of this policy is to establish a dollar limit on projects to be accomplished by University personnel without prior approval by the Board of Regents.

The University of Nebraska will normally obtain the services of private contractors for new construction, alteration and repair projects as well as private architect and engineer firms for design of these types of projects. However, recognizing that there are times when it is more feasible, economical and efficient to accomplish University projects with University personnel, a dollar limit will be established for in-house projects as specified below.

#### 2. Definitions

- a. Project Cost. The total project cost includes all disbursements necessary to allow the project to function as programmed. Typical cost categories would include but not be limited to professional compensation, land costs, furnishing, equipment, financing, moving and other charges as well as the construction cost.
- b. Construction Cost. The cost of all of the construction portions of a project generally based upon the sum of the construction contract(s) (general, mechanical, electrical) and other direct construction costs. Construction cost does not include the compensation paid to the architect and consultants, cost of the land, rights-of-way or other costs.
- c. Alterations. A construction project (or portion of a project) comprising revisions within or to prescribed elements of an existing structure, as distinct from additions to an existing structure. This definition includes improvement, renovations or remodeling.
- d. Inspection. Examination of work completed or in progress to determine its compliance with contract requirements by a public official, owner's representative, or others.
- e. Escalation. The adjustment of costs proportionately, periodically and automatically to an alteration in the cost of materials or a similar adjustment of wages.

#### 3. Construction Alteration and Repair

University work force may be used to accomplish construction and repair projects which do not exceed total project costs of \$250,000. Advance Regental approval shall be obtained for projects to be accomplished by the University work force in which the total project cost exceeds \$250,000.

#### 4. Design Services

Qualified University professional staff may be used to accomplish design and engineering requirements for projects for which the total project cost does not exceed \$400,000. Advance Regental approval shall be obtained for projects to be accomplished by qualified staff in which the total project cost exceeds \$400,000.

## 5. Project Representative

A campus representative will be designated Project Coordinator on major projects with a total project cost of \$400,000 or more to act on behalf of the owner in coordinating architect and contractor requirements. Qualified University staff may be used to coordinate projects if necessary as the owner's representative regardless of the total project cost. This coordination does not eliminate the need for an architect in accordance with contract requirements.

Reference: BRUN, Minutes, 41, p. 167-168 (February 18, 1978).  
BRUN, Minutes, 63, p. 91 (November 3, 2000).  
BRUN, Minutes, 66, p. 11 (March 3, 2006).

### **RP-6.2.6 Provision of Housing Allowance for the President of the University and the Chancellors**

In place of official residences for the President and Chancellors, a housing allowance will be provided for use of their personal homes in the normal course of University business for meetings with and entertainment of students, faculty, staff, alumni, and friends of the University. Such housing allowances for the chancellors will be recommended by the President and approved by the Board of Regents. Such housing allowance for the President may be a part of the contract of employment approved by the Board of Regents. The University will contract for lawn care and snow removal services for the personal residences of the President and Chancellors, if such be required. Lawn care in this instance is defined to include cutting the grass, applying fertilizer and pesticides to the lawn, removal of weeds, and the trimming of bushes or hedges.

Except for payment of lawn care and snow removal services as specified above, public funds shall not be used to perform construction, maintenance, or repair work on the personal residence of a President or a Chancellor, and University personnel shall not be used for such purpose under any circumstances.

Reference: BRUN, Minutes, 58, p. 12 (February 13, 1993).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.2.7 Naming of Facilities**

#### 1. Purpose

The purpose of this policy is to establish the authority and regulations for naming and renaming buildings and other facilities at the University of Nebraska.

#### 2. Definitions

- a. "Facility" means any physical structure or space required by an institution for the performance of its programs and related activities, including any new, existing, or leased building, a wing of a building, a room or cluster of rooms, or other significant features such as a fountain, monument, plaza, garden, landscaped area, or street. This policy shall not apply to interior spaces of a Facility which describe their functional purpose, i.e. maintenance room, closet or restroom.
- b. "Facility Identification" means the name or title used to designate a particular Facility for the purpose of specifically identifying it to members of the University community and to the general public.
- c. "Generic Name" when used in conjunction with the Facility Identification means the name that may be given to a Facility which is based solely upon the use or location of the Facility or upon an institutional mascot name, symbol or other identifier pertinent to the institution without a modifier designating a particular person, family or organization. Examples of Generic Names are "Coliseum", "College of Dentistry", "College of Business Administration", "East Campus Union", "Health and Sports Center", "Husker Village",

“Maverick Village”, “Nebraska Hall”, “Nebraskan Student Union”, and “West Center Building.”

3. Authority for Naming Facilities

- a. The assignment of a Generic Name to a Facility shall be approved by the Chancellor responsible for the Facility and the President. Such naming shall be reported to the Board of Regents.
- b. The naming of a room or a small cluster of rooms or a small campus feature such as a garden, footbridge, or landscaped area in honor of an individual, a family, or an organization shall be approved by the Chancellor responsible for such a Facility and the President. Such naming shall be reported to the Board of Regents.
- c. The naming of a building or wing of a building, a fountain, a monument, or large campus area such as a plaza or street in honor of an individual, a family, or an organization shall be approved by the Board of Regents upon the recommendation of the Chancellor responsible for the Facility and the President.

4. Criteria for Naming Facilities

- a. A Facility may be named for individuals, families, or entities 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 construction of a new Facility or major renovation of an existing Facility, an endowment for maintenance and operating costs of a Facility, or other program or activity of the University of Nebraska.
- b. Except for naming a Facility in honor of individuals designated by donors qualifying under subsections a.4) and/or a.5) of this Section 4, Facilities 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 Facility 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. There shall be a due diligence review of each naming 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 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 Facility that includes the name of a commercial enterprise. A Facility may be assigned a name that includes 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 use of the Facility or 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 for Naming Facilities
- a. No commitment for naming a Facility 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 Chancellor and 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 to be used in the naming of campus Facilities.
- The Vice-President for Business and Finance 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. The naming of a Facility in honor of an individual or individuals, family or non-commercial entity is generally expected to last for the useful life of the Facility.
- b. The naming of a Facility in honor of a commercial enterprise will have a set number of years attached to the naming, which will be determined on a case-by-case basis and included in a signed gift agreement associated with the naming of the Facility. Typically the duration of a commercial enterprise name should not exceed twenty-five (25) years. Once established, a commercial enterprise name assigned to a Facility 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 may in the exercise of its sole discretion elect to remove the established commercial enterprise name from the Facility or to rename the Facility, if either such action is determined to be in the best interest of the University.
- c. If a Facility is replaced or substantially renovated (providing new useful life equivalent to a new building), or if there is a significant addition to the Facility, it may be renamed, subject to any terms, conditions or restrictions set forth in any gift agreement related to the prior naming action.
- d. If there is a change in the function of a Facility 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.

- e. If there is a change in the function of a Facility that has been named in accordance with Section 4(a)(4) or 4(a)(5) above, such naming will either remain with the existing Facility 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.
- f. If any individual or organization honored in the naming of a Facility acts in a manner that brings discredit to, or otherwise harms the reputation or stature of the University, or if any individual or organization honored by the naming of a Facility fails to fulfill agreed upon obligations associated with the naming, the Board of Regents may change the name of the Facility upon the recommendation of the Chancellor responsible for the Facility and the President. 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 of the Facility or in regard to any other matter that may have legal bearing upon a proposed change in name.

## 7. Prior Procedures and Facility Names

Facility 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, 58, p. 20-21 (June 19, 1993).  
BRUN, Minutes, 60, pp. 48-50 (June 10, 1995).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).  
BRUN, Minutes, 66, p. 11 (March 3, 2006).  
BRUN, Minutes, 67, p. 19 (March 7, 2008).

## **RP-6.3 Contracts**

### **RP-6.3.1 Administrative Approval of University Contracts**

#### 1. Policy References

- a. Section 6.1 of the *Bylaws of the Board of Regents of the University of Nebraska* relating to University obligations.
- b. Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* relating to delegation of authority to the President to approve and execute certain types of University contracts.

#### 2. Purpose

The purpose of this policy is to delegate authority to the President, and to officers and employees designated by the President, to approve and execute certain types of University contracts.

#### 3. Definitions

- a. Bylaws. Bylaws shall mean the *Bylaws of the Board of Regents of the University of Nebraska*.
- b. Contract. Any deliberate written or oral engagement between the University and one or more other parties, upon a legal consideration, to do, or to abstain from doing some act.
- c. Emergency. Circumstances where it is in the public interest for the University to immediately approve and execute a contract (a) to avoid the loss of life, health, safety, or property, (b) to respond to time limits established by persons or entities external to the University, or (c) to obtain cost savings for the University.

- d. Non-capital goods used in the regular course of business. Any article of personal property to be procured by the University that in accordance with generally accepted accounting principles is not carried as a capital asset of the University.
- e. Personal Property. Any item of property which is not real property.
- f. Procurement. Any acquisition of property, equipment, goods or services by the University by purchase, lease or license from a contractor or vendor in exchange for payment of money or other consideration.
- g. Real Property. Refers to land, and shall include any right, title or interest in land or any building, structure or other improvement permanently affixed to land or a building or structure.
- h. Regular Course of Business. That which is required on a recurring basis in the normal day to day operations of the University.
- i. University-Related Use. A use of University owned real property under a lease or license contract which is directly related to and supportive of a teaching, research, public service, administrative or student service function of the University. Without limiting the generality of the foregoing sentence, a University-related use shall include a licensed student service or public service concession in a University building or facility, a lease of agricultural land for a use directly related to a University teaching or research function, and a lease of space in a University building to an incubator company for the transfer of University owned technology.

#### 4. President's Administrative Authority to Approve and Execute Contracts

Pursuant to Section 6.4 of the *Bylaws*, the President shall have authority to approve and to execute the following types of contracts.

- a. Any contract for the procurement of services or non-capital goods used in the regular course of business in operation of the University.
- b. Any contract with a public utility or similar organization for the purchase of public utility services routinely used in the regular course of business in operation of the University.
- c. Any contract for the purchase of gasoline, oil or diesel fuel routinely used in the regular course of business in operation of the University.
- d. Any contract for the purchase or sale of livestock or livestock feed routinely used in the regular course of business in operation of the University.
- e. Any contract for the procurement of products for resale to consumers through University facilities, such as items sold through a University bookstore.
- f. Any contract where the University will provide services to an external party, including, but not limited to, research, instruction, consulting, planning, technical assistance, testing, or program development services, where the contract fee to be paid to the University does not exceed \$400,000.
- g. Any contract providing for the sale of a single item of personal property owned by the University where the reasonably estimated market value of the item does not exceed \$250,000; provided that a written report of each such contract in excess of \$100,000 shall be made to the Board of Regents at its next regular meeting.

- h. Any contract relating to the staging, performance or sponsorship of any cultural, performing arts, recreational or intercollegiate athletic event.
- i. Any contract for the procurement, deaccession or sale of material to be added to or removed from the collection of any University gallery, library or museum facility in the regular course of business in operation of any such facility.
- j. Any contract whereby University of Nebraska Television will provide services to an external party, including, but not limited to, research, instruction, consulting, planning, production, technical assistance, or program development services; provided that a written report of each such contract in excess of \$400,000 shall be made to the Board of Regents at its next regular meeting subsequent to the execution of the contract.
- k. Any contract for the procurement of construction services or supplies for a building, structure or other improvement to real property which (1) has a total project cost of \$2,000,000 or less, and (2) is awarded in accordance with the requirements of RP-6.2.1 or RP-6.3.7; provided that a written report of any such contract in excess of \$250,000 shall be made to the Board of Regents at its next regular meeting subsequent to the execution of the contract.
- l. Any contract for the procurement of personal property which (1) has a total contract price of \$400,000 or less, and (2) is awarded in accordance with the requirements of RP-6.2.1; provided that a written report of any such contract in excess of \$250,000 shall be made to the Board of Regents at its next regular meeting subsequent to the award of such contract.
- m. Any contract for the procurement of construction services or supplies for a building, structure or other improvement to real property which (1) has a total project cost in excess of \$2,000,000, (2) is awarded in accordance with the requirements of RP-6.2.1 or RP-6.3.7 for a total contract price not exceeding the budget for such procurement as approved by the Board of Regents; provided that a written report of each such contract shall be made to the Board of Regents at its next regular meeting subsequent to the award of the contract.
- n. Any contract for the procurement of personal property which (1) has a total contract price in excess of \$400,000, (2) is competitively bid as required by RP-6.2.1, and (3) is awarded to the lowest responsible bidder for a total contract price not exceeding the budget for such procurement as specifically approved by the Board of Regents; provided that a written report of each such contract shall be made to the Board of Regents at its next regular meeting subsequent to award of the contract.
- o. Any amendment of or change order to a contract approved pursuant to Section 4m where the amendment or change order is the greater of a total price of \$150,000, or represents 1.25% of the total project cost; or Section 4n, where the amendment or change order has a total price of \$100,000 or less.
- p. Any contract for the procurement of professional services, except services of a licensed architect, engineer, landscape architect or land surveyor, where the total fee for services, including contractor expenses, will not exceed \$400,000; provided that a written report of each such contract in excess of \$250,000 shall be made to the Board of Regents at its next regular meeting subsequent to award of the contract.
- q. Any contract for the procurement of the licensed professional services of an architect, engineer, landscape architect, or land surveyor, where the firm selected has been approved in accordance with RP-6.3.2.



- r. Any contract granting to the University a lease of or license to use or occupy real property where (1) the term of the lease or license does not exceed ten years, and (2) the total rent or license fees payable by the University over the full term of the lease or license do not exceed \$400,000.
- s. Any contract granting to an external party a lease of or license to use University real property for a use that is not a University-related use where (1) such contract is awarded through a sealed bid public sale, and (2) the term of the lease or license does not exceed ten years and the total rent or license fees payable to the University over the full term of the lease or license do not exceed \$500,000; provided that a written report of each such lease or license contract for a term in excess of one year and \$250,000 shall be made to the Board of Regents at its next regular meeting subsequent to award of the contract.
- t. Any contract granting to an external party a lease of or license to use University real property for a use that is a University-related use where (1) the term of the lease or license does not exceed ten years, and (2) the total rent or license fees payable to the University over the full term of the lease or license do not exceed \$500,000; provided that a written report of each such lease or license for a term in excess of one year and \$250,000 shall be made to the Board of Regents at its next regular meeting subsequent to award of the contract.
- u. Any contract for or grant of an easement encumbering University real property to a governmental entity or a public utility where the value of the encumbrance of the easement and associated damages does not exceed \$100,000; provided that a written report of the grant of any such easement having a value in excess of \$50,000 shall be made to the Board of Regents at its next regular meeting subsequent to the date of such grant by the University.
- v. Any contract (1) granting a license or assigning the right to grant a license in any University technology as part of the transfer of such technology for commercial purposes, or (2) granting a sponsorship of any intercollegiate athletic sport or activity of the University for a total fee not exceeding \$4,000,000, including the grant of a license or right to use University trademarks, trade names, or logographics in connection therewith, provided that an annual written report of all such contracts shall be made to the Board of Regents at a public meeting of the Board.
- w. Any contract of employment with a University faculty or staff member, including UNMC Terms of Employment Agreements with clinical faculty and UNMC Supplemental Compensation Agreements, for appointments and salary obligations that may be approved by the President or his or her designees under Section 3.2 of the *Bylaws*; provided that a quarterly written report of the compensation and length of term of each appointment to an administrative position and to a faculty position at the rank of assistant professor and above shall be made to the Corporation Secretary.
- x. Any contract for the disposal of real property that the President is authorized to approve in accordance with Section 7 or RP-6.2.3.
- y. Any contract relating to acceptance of a gift or grant that the President or a Chancellor is authorized to accept in accordance with RP-6.6.7.
- z. Any subcontract awarded in accordance with a grant to the University in the normal course of business.
  - aa. Contracts and all other documents as may be required in connection with the issuance of indebtedness to refund outstanding indebtedness, including, without limitation, lease obligations, may be approved by the President, in consultation with the Chair of the Board of Regents. The President, or in his absence, the Vice President for Business and Finance, is authorized to approve such

resolutions, supplemental resolutions, trust indentures, supplemental master trust indentures, financing agreements, tax compliance agreements, continuing disclosure certificates, preliminary and final official statements, inducement letters, bond purchase agreements, closing certificates and other documents in substantially the form as those adopted or approved by the Board in connection with the issuance of the outstanding indebtedness. The refunding shall be reported to the Board at its next regularly scheduled meeting.

5. Delegation of President's Authority to Approve and Execute Contracts

The President may from time to time delegate all or any part of his or her authority to approve and execute contracts, as specified above in Section 4 of this policy, to such other administrative officers and professional staff employees of the University as the President shall determine will provide for the most efficient conduct of the University business affairs. Any such delegation of authority shall be made in writing, signed by the President, and a copy of each written delegation shall be maintained on file as a matter of public record in the office of the Corporation Secretary. Such delegations shall be reported to the Audit Committee of the Board of Regents at their first meeting of each calendar year.

6. President's Authority between Board of Regents Meetings

The President is authorized to enter into a contract otherwise requiring approval by the Board of Regents if:

- a. Upon request of the Chancellor of the relevant campus, or the Vice President for Business and Finance in the case of contracts applicable to the University system, the President reasonably determines that circumstances exist that present a genuine and important need to execute a particular contract prior to the next regularly scheduled meeting of the Board of Regents;
- b. The President notifies the members of the Board of Regents as to the nature and magnitude of the contract; and
- c. The President consults and receives the approval of the Executive Committee of the Board of Regents.

The authority delegated herein shall be narrowly construed, and the execution of contracts under this section shall not be liberally granted. The authority to execute employment contracts, letters of appointment and other personnel matters, requiring approval of the Board of Regents, is not delegated pursuant to this section.

At the meeting of the Board of Regents following any contract executed by the President pursuant to this delegation, the President shall provide a report to the Board, describing the nature, terms, and consideration of the contract. Section 5 above, relating to delegation of the President's authority to other administrative officers and professional staff is not applicable to this section.

7. Board Approval Required for Types of Contracts Not Designated for Administrative Approval; Emergency Approval by the Board Chairperson

- a. Except in cases of emergency, any purported contract of a type not described in Section 4 of this policy will have no force or effect and shall not be binding upon the University until such contract shall have received approval by the Board of Regents.
- b. In cases of emergency, a proposed contract of a type not described in Section 4 of this policy may be approved by the Chairperson of the Board of Regents after consultation with members of the Board's Executive Committee. A written report describing both the nature of the emergency and the contract approved shall be made to the Board of Regents at its next regular meeting subsequent to approval of the contract.

Reference: BRUN, Minutes, 59, pp. 214-218 (December 9-10, 1994).  
BRUN, Minutes, 63, p. 91 (November 3, 2000).  
BRUN, Minutes, 63, p. 125 (March 3, 2001).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).  
BRUN, Minutes, 66, p. 11 (March 3, 2006).  
BRUN, Minutes, 67, p. 60 (November 7, 2008).  
BRUN, Minutes, 69, p. 67 (December 2, 2010).  
BRUN, Minutes, 70, p. 41 (October 28, 2011).  
BRUN, Minutes, 71, p. 4 (January 27, 2012).  
BRUN, Minutes, 71, p. 33 (September 14, 2012).  
BRUN, Minutes, 71, p. 53 (January 25, 2013).

### **RP-6.3.2 Qualification Based Selection of Professional Services of Architects, Engineers, Landscape Architects and Registered Land Surveyors**

#### 1. Policy Reference

The Nebraska Consultants' Competitive Negotiation Act, *Neb. Rev. Stat.* §§ 81-1701 through 81-1721 governs the procurement of professional architectural, engineering landscape architecture and land surveying services by the University. In the event of a conflict between the provisions Consultants' Competitive Negotiation Act and this policy, the provisions of the Consultants' Competitive Negotiation Act shall control.

#### 2. Definitions

As used in this policy, the term "licensed professional services" shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying as defined by the laws of the State of Nebraska, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his or her professional employment practice.

In addition those definitions set forth in *Neb. Rev. Stat.* §§ 81-1704 through 81-1710 of the Consultants' Competitive Negotiation Act shall also apply to this policy.

#### 3. Procurement of Licensed Professional Services;Exception for Four Year Selection Process

Except for the Four Year Selection process provided in section 4 of this policy, when licensed professional services are required for a project where the estimated fee for such services exceeds ten (10) times the statutory minimum fee provided by subsection (1) of *Neb. Rev. Stat.* § 81-1712 of the Consultants' Competitive Negotiation Act, the firm to provide the professional services will be selected in accordance with the procedures set forth in *Neb. Rev. Stat.* §§ 81-1712 through 81-1715 of the Consultants' Competitive Negotiation Act and in accordance with the University Standard Selection Procedure.

#### 4. Four Year Selection Process

When licensed professional services are required where the estimated fee for such services is the statutory minimum fee provided by subsection (1) of *Neb. Rev. Stat.* § 81-1712 of the Consultants' Competitive Negotiation Act, to ten (10) times the statutory minimum fee, the firm to provide the professional services may be selected from the University's four year list firms determined in accordance with the procedures set forth in *Neb. Rev. Stat.* §§ 81-1712 through 81-1715 of the Consultants' Competitive Negotiation Act and the University Four-Year Selection Procedure.

5. Procurement of Professional Services Less Than the Statutory Minimums

When licensed professional services are required for a project where the estimated construction cost and fees are less than the statutory minimums provided by subsection (1) of *Neb. Rev. Stat. § 81-1712* of the Consultants' Competitive Negotiation Act, the selection of the firm from the University certified firms to provide the services required is the responsibility of the respective campus Chief Business Officer.

6. Preference for Nebraska Firms

In view of the size, number and experience of firms in the State of Nebraska, and the more effective delivery of professional services usually realized from firms having close proximity to the University, there is a preference for in-state registered firms or joint ventures of out-of-state registered firms with in-state registered firms unless:

- a. the proposed project requires special knowledge of the project and/or professional experience which is not otherwise available within the state;
- b. the selection of an out-of-state firm is considered necessary in order to obtain a major gift or grant, etc., for a proposed project; or
- c. the out-of-state firm by previous projects has established experience that is beneficial to and in the best interests of the University.

7. Architectural and Engineering Firm Data

The Director of Facilities Planning and Management at Central Administration will maintain files and update annually University data on architectural and engineering firms. These files will be the primary source of information for certifying architectural and engineering firms pursuant to this policy.

8. RP-6.3.2, is intended to provide substantive standards to guide University wide implementation, and the President and the Vice President for Business and Finance shall have the authority to administer and implement the same.

Reference: BRUN, Minutes, 50, pp. 291-294 (April 12 and 13, 1985).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 62, p. 37 (May 16, 1998).  
BRUN, Minutes, 63, p. 91 (November 3, 2000).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).  
BRUN, Minutes, 67, p. 63 (November 7, 2008).  
Corporation Secretary revision, RP-6.3.2.8 (August 14, 2009).  
Corporation Secretary revision, RP-6.3.2.3 (December 6, 2010).  
BRUN, Minutes, 73, p. 23 (April 10, 2015).

**RP-6.3.3 Negotiation of Art Work by Sheldon Museum of Art**

Whenever possible, the Sheldon Museum of Art will attempt to obtain a complete assignment of the copyright(s) for a work of art at the time it purchases the work of art. It will also attempt to obtain full warranty of genuineness, authorship, title, and authority to transfer both the work of art and the copyrights.

If the owner of the work of art and of the copyrights cannot or will not assign the copyrights, then Sheldon Museum of Art will attempt to obtain the licenses that it needs on a royalty-free basis. Generally these are copyright licenses to reproduce the work, display the work, prepare derivatives of the work, and distribute copies of the work. Sheldon Museum of Art will, at the same time, attempt to obtain the right to authorize others to perform the same rights without the payment of a royalty.

Sheldon Museum of Art may split royalties with artists in the case that the works are reproduced for advertising by commercial profit companies or copies are made for sale as commercial products by commercial profit companies.

The terms of the Agreement of Purchase will be approved in accordance with the contract execution policy of the Board of Regents.

Reference: BRUN, Minutes, 44, pp. 245 and 262 (May 17, 1980).  
BRUN, Minutes, 67, p. 26 (March 7, 2008).

#### **RP-6.3.4 (Not Currently Used)**

#### **RP-6.3.5 General Policy for University Injury and Illness Prevention Program**

##### 1. Purpose

a. The purpose of this policy is to establish procedures for the development and implementation of an effective written injury and illness prevention program for the Board of Regents of the University of Nebraska which promotes occupational safety and health practices and strives to reduce work-related accidents and injuries throughout the institution.

b. The Safety Policy of the University of Nebraska states:

The Board of Regents of the University of Nebraska recognizes its role of stewardship in protecting and conserving the human, property, and financial resources of the University. Each employee of the University must also recognize this commitment, and practice the highest degree of concern for the safety of fellow employees, students, patients, and the general public. It is the policy of the Board of Regents to promote safety at all times and to prevent occupational injury, illness, and financial loss to the institution.

The personal safety and health of each employee of the University of Nebraska is of primary importance. Prevention of occupationally-induced injuries and illnesses is of such importance that high priority will be given to supporting and funding programs and/or projects that prevent occupational injury and illness. To the greatest degree possible, management will provide all equipment and instruction on safety practices required for personal safety and health, in keeping with applicable standards.

The Vice President for Business and Finance will establish guidelines for implementation of this policy. The responsibility for implementation of the safety program on each University campus is assigned to the Chancellor or designee. This includes the development and maintenance of an effective written injury and illness prevention plan as required by the Nebraska Workplace Safety Consultation Program and the establishment of a campus safety committee.

##### 2. Responsibility

The Vice President for Business and Finance shall ensure that the University injury and illness prevention program is in compliance with the Nebraska statutes and the rules and regulations promulgated by the State of Nebraska Commissioner of Labor.

##### 3. Applicability

The provisions contained in this directive apply to those employees who are responsible for the development and administration of an injury and illness prevention program as prescribed by the Nebraska Workplace Safety Consultation Program and governed by the State of Nebraska Department of Labor rules and regulations.

#### 4. University Injury and Illness Prevention Program

An effective written injury and illness prevention program shall be published by each University campus and contain, as a minimum, the following provisions:

- a. **Chancellor's Policy Statement.** A written safety policy outlining the Chancellor's policy for providing a safe and healthy work environment for all employees.
- b. **Safety Coordinator.** One person shall be assigned to act as the campus safety officer. This person will be responsible for the development and administration of the injury and illness prevention program and represent the campus at University safety and health symposiums and other related activities.
- c. **Safety Committee.** A campus safety committee will be established to assist the Chancellor or designee by making recommendations on ways and means to reduce safety and health hazards at the worksite. The campus safety committee will be composed of equal representatives from the faculty and staff and from the campus administration. All employees shall be eligible to serve as members of the committee. The committee shall meet at least quarterly and maintain written minutes of its meetings. All recordable workplace injuries and/or illnesses may be reviewed by the campus safety committee.
- d. **Safety Training.** A comprehensive safety training program shall be established and maintained by the campus which provides initial safety orientation on rules, policies, and job specific procedures for new employees; job specific training for employees before they perform hazardous work; and refresher training on an annual basis regarding the injury and illness prevention plan, safety rules, policies, and procedures.
- e. **Safety Rules, Policies, and Procedures.** A formal publication of rules, policies, and procedures shall be developed and communicated in a manner easily understood by all employees, including non-English speaking individuals.
- f. **Accident Reporting and Investigation.** Campuses will establish written procedures to ensure that all work-related accidents are reported and investigated by the immediate supervisor, department manager having jurisdiction over the affected area, and/or the campus safety officer. Written summaries explaining the details of the accident will be prepared by investigating officials. Accident and investigation reports may be reviewed by the campus safety committee. Procedures for reporting workplace deaths must also be included in the plan.
- g. **Imminent Danger.** Contingency plans shall be developed to ensure that imminent hazards are identified, controlled, and, if possible, eliminated from the worksite.
- h. **Recordkeeping.** A documentation program shall be developed which will assure the preservation of accident reports, summaries of investigations, training, accident injury and illness records, and inspection reports. Such records will be retained consistent with applicable regulatory requirements.
- i. **Worksite Inspections.** A method of identifying and correcting worksite hazards shall be established by the campus safety officer. Such inspections and surveys may be conducted in cooperation with the campus safety committee at least annually. The campus safety committee may review worksite safety inspection reports and make recommendations on accident prevention.
- j. **Statement of Authority.** The person or persons in charge of campus safety and health programs shall be granted in writing the authority to take immediate corrective action whenever a hazardous condition exists which could result in personal injury or death to any individual and/or substantial damage to University property.

- k. Employee Complaints. An employee may not be discharged or discriminated against because he or she makes any oral or written complaint to the campus safety committee or safety coordinator, or to any governmental agency having regulatory responsibility for occupational health and safety. See subsection (4) of Neb. Rev. Stat. Section 48-443.

Reference: BRUN, Minutes, 59, p. 56 (April 30, 1994).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.3.6 Capital Planning and Development**

1. The purpose of the Capital Planning and Development policy is to ensure that there is a process for developing the efficient and quality facilities necessary for the University to sustain a Nebraska that offers its citizens educational and economic opportunities and a high quality of life.
2. The Capital Planning and Development Process is divided into six phases: Master Planning Phase, Capital Improvement Phase, Program Statement Phase, Project Approval Phase, Construction Phase and Closeout Phase.
  - a. During the Master Planning Phase, the Business Affairs Committee and the Board focus on the relationship between the campus role and mission statement, Strategic Plan and the Facility Development Plan relative to the Comprehensive Statewide Plan for postsecondary education. Review starts with the University Strategic Planning Framework and its overarching goals which guide University wide and campus planning and proceeds through each campus Facility Development Plan. These issues are reviewed every five years.
  - b. The Capital Improvement Phase focus is on the existing condition, utilization and expenditure of capital resources at each of the campuses. This phase includes the Six Year Capital Plan and can include a report on the University's land and leasing activities, building renewal needs and deferred maintenance activities. The result is an identification of the capital projects for the coming fiscal year and the forecast capital projects that may begin the succeeding two or three years. Donor projects of opportunity that arise are incorporated into the process as needed. These activities occur annually or as needed.
  - c. The Program Statement Phase pertains to all capital projects with an estimated Total Project Cost of two million dollars (\$2,000,000) or greater except renewal work and infrastructure projects as described below. Renewal work with an estimated Total Project Cost of two million dollars (\$2,000,000) or greater will be submitted for approval though an agenda item.
    - 1) **Renewal Work.** Renewal work means any (1) deferred or preventive maintenance projects that restore facilities and utility systems as closely as practicable to their original constructed condition, (b) projects that bring facilities into compliance with current fire safety, life safety, and hazardous materials abatement requirements, and (c) projects that bring facilities into compliance with the federal Americans with Disabilities Act.
    - 2) **Infrastructure Projects:** An Infrastructure project means a project necessary to provide adequate infrastructure for campus operations.

The Program Statement Phase begins with the campus developing a document meeting the requirements of University Standard Architectural Program and ends with the Board of Regents granting Preliminary Project Approval. The campus may expend up to 1% of the estimated Total Project Cost for outside professional consultant services. The completed Architectural Program will be summarized into the Standard University Program Statement and submitted through the Business and Finance Committee to the

Board. Board approval of the Program Statement represents Preliminary Project Approval. Preliminary Project Approval constitutes:

- 1) Board approval of the project concept, preliminary scope and preliminary Total Project Cost.
  - 2) Board approval of the construction delivery method.
  - 3) Board authority to hire outside consultants to initiate design, cost estimating and/or alternative project delivery through Intermediate Design.
  - 4) Authority to spend up to 3% of the preliminary Total Project Cost estimate for consultants to complete design through Intermediate Design. These costs are in addition to those authorized for programming.
  - 5) Authority to forward the Program Statement to the CCPE.
- d. The Project Approval Phase begins with review of the Intermediate Design Documents and ends with Project Approval. The completed University Standard Intermediate Design will be summarized and submitted to the Business Affairs Committee for approval and reported to the Board at the next regular meeting. This Phase focuses on differences in scope, schedule and budget from the Program and the rationale. In those cases where the preliminary Total Project Cost is increased by the greater of \$250,000 or 5%, the project will be resubmitted to the full Board for approval. Approval of Intermediate Design fixes the project scope and budget and represents Project Approval. Project Approval constitutes:
- 1) Authority to proceed with project financing.
  - 2) Authority to contract for necessary consulting or other services to complete the design, prepare construction documents and construct the project.
  - 3) Authority to report Board approved significant differences in scope or budget to the Nebraska Coordinating Commission for Postsecondary Education.
- e. In the Construction Phase, the campus award contracts and constructs the project. The Board monitors status through routine quarterly status reports and special reports, as necessary. Budget increases must be approved by the Board. Approval of contracts and changes is outlined in RP-6.3.1 and this policy.
- f. In the Closeout Phase, the campus obtains Substantial Completion, causes all nonconforming or incomplete items to be corrected, completes building commissioning, final inspection, accepts and occupies the facility and provides final payment to consultants and contractors. The campus performs an assessment and evaluation of the consultants' and contractors' performance.
3. The Board-approved budget shall be considered an absolute maximum in all cases and the benchmark for budget, scope or program changes. Significant changes within a project, either in the scope or nature of the construction to be completed or the programs to be served by the project shall not be allowed without the written approval of the President of the University. Further, any such presidential-approved changes shall be reported to the Board of Regents, in writing, at its next regular meeting. "Significant change" shall be defined as
- a. a reallocation between the construction and non-construction categories of a Board-approved project exceeding \$250,000 or 5% whichever is smaller, or
  - b. a change in the space allocation for any major room use category (100 – 000) by 15% or more where the change equals at least 5% of the total net square feet (nsf) and is 1,000 nsf or greater, or



- c. a programmatic change that involves a change in the program and/or the purpose of a major room use category.
- 4. Semi-annual written reports shall be provided to the Board of Regents on the contract status, the stage of construction, cumulative change orders and budgets, for all capital projects exceeding \$5.0 million in total project costs.
- 5. RP-6.3.6, is intended to provide substantive standards to guide University wide implementation, and the President and the Vice President for Business and Finance shall have the authority to administer and implement the same.

Reference: BRUN, Minutes, 61, p. 37 (May 16, 1997).  
 BRUN, Minutes, 63, p. 91 (November 3, 2000).  
 BRUN, Minutes, 66, p. 4 (January 20, 2006).  
 BRUN, Minutes, 66, p. 11 (March 3, 2006).  
 BRUN, Minutes, 67, p. 64 (November 7, 2008).  
 Corporation Secretary revisions, RP-6.3.6.2.c.3) and 4); RP-6.3.6.2.d; RP-6.3.6.5  
 (August 14, 2009).  
 BRUN, Minutes, 69, p. 47 (June 11, 2010).

### **RP-6.3.7 Qualification Based Selection**

- 1. When program manager services are required or construction management or design/build services are approved by the Board of Regents as part of program statement approval, the firm to provide such services will be selected in accordance with the following University Standard Selection Procedures.
- 2. The objective of these procedures is to encourage construction excellence and budget and schedule control by providing an impartial, objective, and competitive system open to all qualified firms.
- 3. Definitions
  - a. Construction Services. Construction services shall mean those services within the scope of the practice of construction or those performed by any construction management or design/build firm, including pre-construction and post-construction services as necessary.
  - b. Construction Firm. Construction firm shall mean any partnership, corporation, association, or other legal entity practicing construction management or design/build construction.
  - c. Program Management Services. Also known as Construction Management Agency, shall mean those services of an owner advocate working as an extension of the Owner's staff and in the Owner's interests.
  - d. Project. Project shall mean that fixed capital outlay, study or planning activity.
- 4. Procurement of Construction Manager at Risk Services
  - a. When construction management services are approved by the Board of Regents as part of program statement approval, the firm to provide professional services will be selected utilizing the Project Evaluation Board.
  - b. After signing a contract, the campus will report the name of the successful construction firm at the next regularly scheduled Board meeting.

5. Procurement of Design Build Services
  - a. When design build services are approved by the Board of Regents as part of program statement approval, the firm to provide professional services will be selected utilizing the Project Evaluation Board.
  - b. After signing a contract, the campus will report the name of the successful construction firm at the next regularly scheduled Board meeting.
6. Procurement of Program Manager Services
  - a. Program Manager Services can be obtained in one of two ways:
    - 1) When program management services are approved by the Board of Regents as part of an individual program statement approval, the firm to provide professional services will be selected utilizing the Project Evaluation Board; or
    - 2) Program management services can also be selected from the University's list of qualified firms when such list is determined in accordance with the University Four-Year Selection Procedure.
  - b. After signing a contract, the campus will report the name of the successful firm at the next regularly scheduled Board meeting.
7. RP-6.3.7 is intended to provide substantive standards to guide University wide implementation, and the President and the Vice President for Business and Finance shall have the authority to administer and implement the same.

Reference: BRUN, Minutes, 63, p. 91 (November 3, 2000).  
 BRUN, Minutes, 66, p. 4 (January 20, 2006).  
 BRUN, Minutes, 67, p. 66 (November 7, 2008).  
 Corporation Secretary revision, RP-6.3.7.7 (August 14, 2009).  
 BRUN, Minutes, 70, p. 28 (March 17, 2011).

#### **RP-6.3.8 Project Evaluation Board**

1. Each project requiring Qualifications Based Selection in accordance with the requirements of RP-6.3.2 and RP-6.3.7 shall use a Project Evaluation Board assembled from campus and Central Administration representatives, and members from a Project Evaluation Board Pool.
  - a. The Project Evaluation Board Pool will consist of members who are not employed by the University and who are active or past owners in their respective business. Members of the Pool will generally be architects, engineers, landscape architects or other professionals familiar with the building type or construction method approved by the board. Membership in the Project Evaluation Pool will be approved by the Vice President for Business and Finance.
    - 1) Owner: Owner means any individual, corporation, nonprofit corporation, partnership, limited partnership, limited liability company or other business entity that is the owner of record or lessee of real property upon which construction, renovation or rehabilitation is to be or is being performed pursuant to a construction contract regarding such real property.
2. The Project Evaluation Board shall consist of an equal number of campus representatives and Project Evaluation Board Pool members, and the Chair. The Assistant Vice President and Director of Facilities Planning and Management, designated the Chairperson, shall be the impartial referee, conduct the proceedings for the benefit of all concerned and shall vote only as a tiebreaker. Additionally, the Chairperson will provide the Board an analysis of the fee and

contract general conditions or price proposal, when appropriate, so that Construction Manager at Risk and Design Build evaluations will be as consistent as possible. The Evaluation Board will consider each firm's capabilities to perform, adequacy of personnel, past record of performance as well as experience and expertise to render the services required.

3. It is intended that the member composition of each Project Evaluation Board will fluctuate from project to project, providing flexibility to match appropriate expertise with a specific project; to avoid conflicts of interest; or to accommodate scheduling or other conflicts. The Director or designee, with input from the campus, shall determine the membership to serve for each Project Evaluation Board. The profession of one member of the board must represent the particular field of endeavor being considered.
4. No member of a Project Evaluation Board, internal or Pool shall engage in any activity that in any way conflicts with his/her duties and responsibilities as a member of a Project Evaluation Board, or that otherwise constitutes a conflict of interest as determined by the Director.
  - a. A conflict of interest shall be declared when a potential Project Evaluation Board member is a principal or an employee of any team or firms being evaluated, or has a similar financial or other relationship with the team, firms or its consultants.
5. Funding and Compensation
  - a. All costs of a Project Evaluation Board will be funded from the project for which the selection applies, or from related sources designated by the appropriate campus.
  - b. The University shall compensate each Project Evaluation Board Pool member for services provided as an independent consultant at a fixed rate per hour. Internal members will typically not receive compensation from project funds in addition to their normal earnings from the University. Any exceptions will be made at the discretion of the Director.
6. Liability and Insurance
  - a. The consulting services provided by the Project Evaluation Board Pool members shall not constitute or be construed to constitute routine or standard services normally provided by an architect, engineer or other contractor for a project. The University further agrees that the performance of such consulting services shall not render the members of the Project Evaluation Board Pool liable in any way for the selections recommended.
  - b. Members of a Project Evaluation Board Pool will be covered by appropriate general and professional liability insurance or have equivalent risk loss coverage under the University's self-insurance program to the same extent as other University personnel whenever performing duties as members of a Project Evaluation Board Pool on behalf of the University.
7. RP-6.3.8 is intended to provide substantive standards to guide University wide implementation, and the President and the Vice President for Business and Finance shall have the authority to administer and implement the same.

Reference: BRUN, Minutes, 67, p. 69 (November 7, 2008).  
Corporation Secretary revision, RP-6.3.8.7 (August 14, 2009).

### **RP-6.3.9 Athletic Staff Contracts with Equipment Manufacturers or Suppliers**

In accordance with the requirements of regulations of the National Collegiate Athletic Association (NCAA), the cognizant Chancellor shall be required to review and may in the exercise of his or her reasonable discretion approve, subject to review by the Office of the General Counsel, any contract or other business relationship between any manufacturer or supplier of athletic shoes, apparel, or other

equipment and any staff member of a department of intercollegiate athletics whereby the staff member will receive any form of compensation or gratuity in exchange for (1) the use of the merchandise of the manufacturer or supplier by student-athletes or athletic staff members during practice or competition, and (2) any consulting or promotional services by any athletic department staff member for the manufacturer or supplier. A Chancellor shall not approve any such contract or business relationship until he or she is satisfied that the same is in compliance with applicable law and Board of Regents policies relating to conflict of interest, and with applicable NCAA regulations. Approval of any such contract or business relationship by a Chancellor pursuant to this policy shall constitute all approval necessary for the purposes of Section 3.4.5 of the *Bylaws of the Board of Regents*.

Reference: BRUN, Minutes, 58, p. 118 (July 10, 1993).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.3.10 University Business Activities**

1. University mission-related business activity does not require specific approval by the Board of Regents, unless otherwise required by the *Bylaws of the Board of Regents* or other Regents' policies. Mission-related business activities shall be defined as business activities which meet at least one of the following three criteria:
  - a. The activity is deemed to be an integral part of the institution's fulfillment of educational, research, and public service missions, or campus support functions.
  - b. The activity is needed to provide, at a reasonable price and/or on reasonable terms, a good or service which is essential to the campus community.
  - c. The activity is to be carried out for the primary benefit of the campus community but with consideration of the goods and services available in the total community.
2. Existing unrelated business activities (as defined by Internal Revenue Service code) in operation as of September 1, 1999, are authorized to continue pending a systematic review by each campus' administration of the nature of the activities.
3. New unrelated business activities may be established and carried on only pursuant to, and in accordance with, an authorization and statement of purpose approved by the Board of Regents.

Reference: BRUN, Minutes, 62, p. 143 (August 27, 1999).

### **RP-6.4 Use of Property**

#### **RP-6.4.1 Dispensing of Alcoholic Beverages on University Property**

The Board of Regents authorizes the dispensing and consumption of alcoholic beverages on University property in strict compliance with this policy. The Nebraska Liquor Control Act (Neb. Rev. Stat., § 53-101 et seq.) will be observed in every respect, and under no circumstances will alcoholic beverages be dispensed to or consumed by any person on University property who is under 21 years of age.

1. Scheduled Private Social Events.
  - a. Authority is hereby delegated to the President and the Chancellors or their respective designees to act on behalf of the Board of Regents under Neb. Rev. Stat., § 53-186 in authorizing the dispensing and consumption of alcoholic beverages at scheduled private social events on University property under their respective administrative jurisdictions. The President's administrative jurisdiction shall extend to all property of the University, regardless of location. The following guidelines will be applicable to dispensing and consumption of alcoholic beverages at scheduled private social events.

- 1) The University will be responsible for and shall control the dispensing of alcoholic beverages provided by the private individual, group or organization sponsoring the social event.
  - 2) The duration of the social event shall be restricted as specified by the President or Chancellor or his or her designee.
  - 3) The University may provide, for a fee, all services and set-ups.
  - 4) Unused quantities of alcoholic beverages will remain the property of the private individual, group or organization sponsoring the social event.
  - 5) Only persons invited to attend the social event and necessary University personnel may be present at the event. All other persons shall be excluded.
  - 6) Sale of alcoholic beverages is prohibited under all circumstances at private social events unless a special designated permit has been obtained pursuant to Section 2 of this policy.
- b. Each Chancellor may promulgate specific campus policies further controlling and regulating the dispensing and consumption of alcoholic beverages at scheduled private social events pursuant to this Board policy.
2. Special Designated Permits
- a. The Nebraska Liquor Control Act in Neb. Rev. Stat., §§ 53-124.11 through 53-124.13 authorizes the Nebraska Liquor Control Commission to issue special designated permits for the sale and service of alcoholic beverages at designated events approved by the Commission and the municipality where the permit is to be located. Special designated permits may be issued to retail liquor licensees holding catering permits approved by the Commission and to non-profit organizations which have been exempted from the payment of federal income taxes. Authority is hereby delegated to the President and the Chancellors or their respective designees to act on behalf of the Board of Regents under Neb. Rev. Stat., § 53-186 in authorizing the dispensing of alcoholic beverages under special designated permits during scheduled public or private events and activities on University property under their respective administrative jurisdictions. The President's administrative jurisdiction shall extend to all property of the University, regardless of location.
  - b. The specific premises and time duration of each special designated permit shall be prescribed in writing by the President or Chancellor or his or her designee.
  - c. No special designated permit shall be issued in the name of the University or any unit thereof without prior written approval of the President.
  - d. Each Chancellor shall promulgate specific campus policies relating to service of alcoholic beverages under special designated permits which include the following:
    - 1) The types of events and activities at which special designated permits may be approved;
    - 2) Guidelines to assure that any person, persons, or organization applying for a special designated permit, if issued, will conduct business and activities authorized by a permit in strict compliance with liquor control laws and requirements imposed by the University;
    - 3) Guidelines for selection of catering permit holders for special designated permits at events or activities sponsored by the University or a unit thereof; and

- 4) Guidelines for the sharing of proceeds from the sale of alcoholic beverages by a catering permit holder under a special designated permit at an event or activity sponsored by the University or a unit thereof.

### 3. Beverage Tasting as Part of an Academic Course

- a. Authority is hereby delegated to the President and the Chancellors or their respective designees to act on behalf of the Board of Regents under Neb. Rev. Stat., § 53-186 in authorizing the dispensing and consumption of alcoholic beverages for beverage tasting purposes as an integral part of an academic course where such activity has been approved by the responsible dean or director to be part of the curriculum for the course; provided the Nebraska Liquor Control Act (Neb. Rev. Stat., § 53-101 et seq.) will be observed in every respect, and under no circumstances will alcoholic beverages be dispensed to or consumed by any person who is under 21 years of age.
- b. Each Chancellor shall promulgate specific campus policies that are consistent with R.P.-6.4.1.3 relating to the dispensing and consumption of alcoholic beverages for beverage tasting purposes as an integral part of academic courses.
- c. The cost of alcoholic beverages consumed as part of an academic course shall be paid by a special course fee paid by the students and not from tuition or state appropriations.

Reference: BRUN, Minutes, 55, p. 164 (July 21, 1990).  
BRUN, Minutes, 66, p. 109 (September 6, 2007).

#### **RP-6.4.2 Religious Activities**

The Constitution of the United States and the Constitution of the State of Nebraska require that the University of Nebraska refrain from activities which either inhibit or promote any particular religion or sect. As a public institution the University has, on the one hand, a legal duty to refrain from excessive entanglement with religion. On the other hand, the University, as one of the State's leading institutions of advanced learning, has a public duty to be at the forefront of our society in providing an open forum for the free expression and exchange of thoughts and ideas. It is the purpose and intent of the Board of Regents in this policy to encourage and promote the latter duty to the maximum extent possible within the parameters of the law. Campus concerns related to this issue are often situational; legal advice and interpretation regularly depend on the particular set of facts at hand. Therefore, campus representatives are encouraged to continue to contact the Office of the Vice President and General Counsel for legal advice with respect to questions concerning the interpretation of the law and its application to particular situations involving religious activities.

Reference: BRUN, Minutes, 44, pp. 158-159 (April 19, 1980).  
BRUN, Minutes, 71, pp. 37-38 (September 14, 2012).

#### **RP-6.4.3 Use of UNO Field House, UNL Coliseum and UNK Health and Sports Center Facility by Political Parties**

When the UNO Field House, the UNL Coliseum, or the UNK Health and Sports Center are not being used for institutional purposes, they may be made available to the major political parties. Through their respective state chairpersons, the political parties may normally request use of such facilities through the Chancellor's office of the respective campuses.

The nature and format of the event will be determined by the political party involved, not by the University. However, the specific plans for the use of the Field House are subject to approval by the University.

When a party chairperson makes a request for use of one of these facilities, and that request is granted, the other chairpersons will be advised by the Chancellor's office.

Usage fees for the Field House, the Coliseum, and the Health and Sports Center will be charged by the University, and the deposit of such funds will be required ten days in advance of the scheduled event. The usage fee shall include the rental cost (normally less than 24 hours), use of available utilities, and the cost of clearing the main floor of either facility for the event and restoring it for University use. All other costs associated with the event, including security, must be arranged for and paid directly by the user.

Reference: BRUN, Minutes, 34, p. 68 (January 8, 1972).  
BRUN, Minutes, 34, p. 101 (February 5, 1972).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
Obsolete fees removed from policy text as of July 1, 1998.

#### **RP-6.4.4 Use of Rifle Ranges**

The following regulations apply to any University of Nebraska rifle range:

1. Its use must not interfere with the classes or educational program of the University;
2. Other than costs directly relating to health and safety matters, no cost to the University should result from its use;
3. Any organization using the range must be a club accredited by a nationally recognized firearm safety certification body or be associated with national or local government;
4. Such organization must secure the services of a competent rifle range supervisor, who will be present on the range at all times when firing is taking place;
5. The rifle range supervisor may be either a member of the staff of a University ROTC program or designated by a University campus recreation office;
6. The Board of Regents of the University of Nebraska may at any time, with or without reason, cancel any individual's or organization's privilege of using the rifle range.

Reference: BRUN, Minutes, 20, p. 195 (June 21, 1952).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).

#### **RP-6.4.5 Use of Devaney Sports Center (Repealed)**

Policy on the Use of Devaney Sports Center, adopted February 19, 1977, BRUN, Minutes, 40, pp. 95-96, has been repealed.

Reference: BRUN, Minutes, 40, pp. 95-96 (February 19, 1977).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
Rates updated as of July 1, 1998.  
BRUN, Minutes, 69, p. 14, (March 5, 2010).

#### **RP-6.4.6 Use of Intercollegiate Facilities**

The use of any Intercollegiate Athletic Facilities by outside agencies must be authorized in writing by the campus Chancellor or his/her designee.

Reference: BRUN, Minutes, 9, p. 330 (July 30, 1925).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).

### **RP-6.4.7 Trespass Policy**

1. Persons Not Authorized in Non-Public Areas of University Buildings.

The areas of University academic, research, public service, and administrative buildings of the University used for classrooms, laboratories, faculty and staff offices, and the areas of University student residence buildings used for student living quarters are not open to the general public. Any person not authorized to be or remain in any such building area will be deemed to be trespassing on University property, and may be cited and subject to prosecution for criminal trespass in violation of Neb. Rev. Stat., § 28-520 or § 28-521.

2. Persons on University Property between the Hours of 11:00 p.m. and 6:00 a.m.

Persons who are not students, faculty, staff, tenants, licensees, agents or contractors of the University, or their employees, visitors or guests, shall not be permitted on University property between the hours of 11:00 p.m. and 6:00 a.m. Visitors and guests are expected to conduct themselves in a proper and lawful manner while on University property, and failure to do so may result in imposition of personal restrictions relating to their presence on University property. Specifically, the right of a visitor or guest to be present on University property will be restricted when the visitor or guest has disrupted normal services, or has harmed or threatened to harm a member of the student body, faculty or staff. The right of a visitor or guest to be on University property will also be restricted when the visitor or guest has damaged or poses a risk of damage or loss to University property or to the property of others located on University property.

3. Persons in University Buildings after Closing to the Public.

Many University buildings are open to the public at designated times which are posted at building entrances. Some University buildings are closed and locked during the times they are not open to the public. Also, some University buildings, such as student unions, are closed to the public at designated times which are posted at building entrances, but remain unlocked for access and use by students, faculty, staff and other authorized persons. Persons who are not authorized by the University to be in a University building after the posted time of closing to the public will be deemed to be trespassing on University property, and may be cited and subject to prosecution for criminal trespass in violation of Neb. Rev. Stat., § 28-520 or § 28-521.

4. Ban and Bar Notices.

University law enforcement or security personnel may issue written notices to any person who has been contacted or observed on University property while engaged in any unlawful or unauthorized activity banning and barring such person from University property, except as may be specifically authorized in such notice. Violation of any such notice will be deemed to be trespassing on University property, and the offending party may be cited and subject to prosecution for criminal trespass in violation of Neb. Rev. Stat. § 28-520 or § 28-521. The term "unlawful or unauthorized activity" shall mean any conduct, act or omission by any person that is in violation of (i) any law, rule, regulation or order of the State of Nebraska or of the United States, or (ii) any policy, rule or regulation of the University of Nebraska.

Reference: BRUN, Minutes, 64, p. 78 (December 14, 2002)

### **RP-6.4.8 Policy on Possession of Concealed Weapons and Firearms**

1. The possession of concealed weapons on property controlled by the University of Nebraska is prohibited. This ban applies to University of Nebraska vehicles, and events sponsored by the University. This policy applies to all members of the general public, students, and University employees, except University employees who are specifically authorized to carry concealed weapons as part of their job responsibilities.



2. Possession of firearms on property controlled by the University of Nebraska, in University vehicles and at events sponsored by the University may only be authorized by the principal business officers of each administrative unit. The rules governing authorized possession of firearms adopted by each administrative unit shall be reviewed and approved by the Office of the University General Counsel. Once approved, such rules shall be kept on file by the Corporation Secretary.
3. Notices prohibiting the carrying of concealed handguns shall be conspicuously posted as each Chancellor shall determine to be appropriate on property controlled by the University of Nebraska that is open to the public as long as such posting is required by Nebraska Concealed Handgun Permit Act to accomplish enforcement of the Act.
4. For the purposes of this policy, the term "property controlled by the University of Nebraska" shall mean and include all property owned by the University, all property leased by or licensed to the University, and all fraternity houses, sorority houses, or other student housing facilities recognized by the University.

Reference: BRUN, Minutes, 66, p. 70 (January 19, 2007).

#### **RP-6.4.9 Fire and Safety Protection**

Each campus of the University and the Nebraska College of Technical Agriculture shall adhere to the following fire safety and protection practices.

For the purposes of this policy, "University-sanctioned housing" means housing owned and operated by the University of Nebraska, owned and operated by others for the university's benefit under a lease agreement, and university-sanctioned Greek residential facilities.

1. Except as may be otherwise approved by the Board of Regents, each campus will require sprinkling of University-sanctioned housing by 2017, including Greek residences. Any proposed exceptions will be submitted to the Board for approval.
2. Each campus will designate a Campus Fire Safety Officer (CFSO) responsible for fire safety in student housing.
3. Each campus will have in place systems of student conduct regulation, precautionary and preventive measures, and emergency action procedures that address high-risk behavior situations and incorporate best practices. The CFSO shall maintain all current fire safety and protection regulations and emergency procedures.
4. Each campus will employ licensed professional inspectors who will conduct inspections as required by law. In the case of University-sanctioned Greek housing, inspections will also be conducted by appropriate civil jurisdictions.
5. An official annual inspection report for each building will be kept on file, noting all fire safety and protection devices and all deficiencies found during the inspection.
6. Deficiencies of existing fire alarm and sprinkler systems will be corrected immediately and records of corrected action maintained for a period of five years.
7. Upgrades of phasing and demolition plans, fire protection upgrades, names of responsible parties, results of inspections, fire alarms, and corrective action including disciplinary action, will be reported to the Board annually.

Reference BRUN, Minutes, 66, p. 111 (September 6, 2007).

## **RP-6.5 Budgets and Planning**

### **RP-6.5.1 (Not Currently Used)**

### **RP-6.5.2 Acquiring Works of Art for Construction Projects**

In accordance with the requirements of Neb. Rev. Stat. §§ 85-106.01 through 85-106.03, it is the policy of the Board of Regents of the University of Nebraska that at least one percent of any appropriation by the Legislature for the original construction of any public building under the governance of the Board of Regents of the University of Nebraska shall be spent for the acquisition of works of art. The works of art may be an integral part of the structure, attached to the structure, detached within or outside of the structure, or may be exhibited by the Board of Regents of the University of Nebraska in other public facilities.

Reference: BRUN, Minutes, 44, p. 245 (May 17, 1980).  
BRUN, Minutes, 63, p. 91 (November 3, 2000).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.5.3 Interim Budget Adjustments**

Section 6.6 of the *Bylaws of the Board of Regents* provides that the President shall submit annual operating and capital construction budgets for all University activities, in accordance with legislative appropriations, for approval by the Board of Regents. Budgeted expenditures supported by (1) revenues to be generated by the various operations of the University and (2) funds received from non state-aided sources presented in each operating budget are an estimate of such expenditures at the time the budget is approved by the Board. Subsequent to approval of each annual operating budget by the Board, the President is authorized to approve adjustments in budgeted expenditures which the President shall determine are necessary and prudent as a result of changes in revenues actually generated by the various operations of the University or changes in funds actually received from sources other than legislative appropriations.

Increases in overall expense budgets that do not exceed 1% (in the aggregate) on an annual basis for state-aided programs may be approved by the Chancellor with the concurrence of the President and must be reported to the Board of Regents at the end of each fiscal quarter.

Increases in overall expense budgets that exceed 1%, but are less than 2%, must be approved by the Chancellor, the President and the Executive Committee of the Board of Regents.

Increases in overall expense budgets that exceed 2% must be approved by the Chancellor, the President and the Board of Regents.

Reference: BRUN, Minutes, 60, p. 130 (April 27, 1996).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.5.4 Financial Planning**

The Board believes financial planning is fundamental in assessing the long-term financial implications of both current and proposed policies and in examining assumptions that drive the goals of the University. Key to this process is creation of a forecast of revenues and expenses. This planning also allows the University to evaluate financial risks, gain understanding of its available funding, judge its ability to expand or sustain services and programs, assess the level of capital investment that is supportable, serves to identify future commitments and resource demands, and ascertain key variables that will impact the future of the University.

The timing of the planning process should be driven by a master calendar. Strategic planning should precede the planning cycle. The planning cycle should work off of a legislative calendar to offer the President, Chancellors and Board a working tool in assessing goals, managing risks, allocating resources and formulating budget requests.

The plan should be created on a campus-by-campus basis utilizing a common format and delivered to the Director of Budget in Central Administration who will report on a combined basis to the Board of Regents on a bi-annual basis and should include operating, capital, and financing components.

Reference: BRUN, Minutes, 66, p. 4 (January 20, 2006).

## **RP-6.6 Accounting**

### **RP-6.6.1 Annual Financial Report**

The Audit Committee of the Board of Regents of the University of Nebraska will review annually the financial statements for the University of Nebraska, including all its campuses and activities. Such annual review will be held for the financial reports of the preceding fiscal year at the Audit Committee meeting immediately following delivery of the financial statements by the University's independent auditor. Such review will be reported to the Board of Regents at a public meeting.

Reference: BRUN, Minutes, 37, p. 138 (June 29, 1974).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).  
BRUN, Minutes, 70, p. 36 (September 9, 2011).

### **RP-6.6.2 Recording and Expenditure of Restricted Funds**

All funds and receipts received from the University of Nebraska Foundation shall be restricted funds, which funds shall be initially recorded as restricted funds with appropriate record kept of the restriction appertaining thereto and the University of Nebraska Foundation shall be requested to advise with each transfer of funds by such Foundation that it set forth the restrictions or uses on such funds. If funds are received from the University of Nebraska Foundation which are not restricted, they shall be considered unrestricted funds unless this Board, upon recommendation of the President or Vice President for Business and Finance, determines that restrictions shall apply and this Board shall, by resolution, set forth such restrictions. Disbursements of such funds shall be made by proper University officials in accordance with restrictions thereon.

Funds received, handled, and disbursed on behalf of the U.S. Meat Animal Research Center shall be classed as restricted funds and shall be recorded and expended in accordance with agency agreements approved by this Board.

The following provisions shall be applicable to permanent funds (other than funds and receipts received from the University of Nebraska Foundation, or funds received, handled, and disbursed on behalf of the U.S. Meat Animal Research Center), of this Board:

1. Gifts, grants and bequests are generally in the form of:
  - a. Endowment funds with the income therefrom restricted as to use;
  - b. Funds restricted for operating purposes, such as scholarship grants, endowed chairs and professorships, gifts for the purchase of special equipment, library materials, or other special use;
  - c. Grants from private or governmental sources for research, training or other sponsored programs.
2. Any gift or bequest in excess of \$250,000, the principal or income of which is without restriction or limitation, shall be classed as "quasi-endowment." A gift, grant, or bequest with a limitation as to the purpose or use for a period of time or specified event shall be a term endowment until the specified time has elapsed or the specified event has occurred after which any unexpended and uncommitted balance will be transferred to a quasi-endowment.

Unless an administrative unit of the University (as hereinafter defined) is specified by the donor, grantor, or testator, future gifts and bequests accepted by the Board will be available for application throughout the University system in accordance with policies or procedures as established by the Board from time to time. In instances where required or requested by the donor, grantor, or testator, or when determined by the Board, a committee or committees may be established by the Board to advise as to the fulfillment of the terms of the gift or bequest.

3. Current unexpended balance of restricted funds will continue to be administered and accounted for and the benefits supervised by the administrative unit performing such function unless otherwise determined by this Board.
4. All activities or departments currently receiving benefits from funds functioning temporarily as endowments will continue to receive such benefits subject to review and reallocation by this Board.
5. Administrative units are defined as Central Administration, the University of Nebraska-Lincoln, the University of Nebraska Medical Center, the University of Nebraska at Omaha, and the University of Nebraska at Kearney.

Departments and administrative units will report to the Vice President for Business and Finance as to their administration and expenditure of permanent and quasi-endowment funds on forms and at times and in the manner to be prescribed by the Vice President for Business and Finance who will in turn report at least annually to the Board on the status of all restricted funds.

Reference: BRUN, Minutes, 36, pp. 21-22 (May 18, 1973).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.6.3 Permanent Endowment Funds Administered by the Board of Educational Lands & Funds**

The permanent endowment fund shall be kept in two accounts; in the first account, all monies derived as principal from the sale of lands donated to the state by the United States to establish and endow a state university under the Act of Congress of April 19, 1864; in the second account, all monies derived as principal from the sale of lands donated to the state by the United States to provide colleges for the benefit of agriculture and the mechanic arts, by an Act of Congress approved July 2, 1862. All such monies derived from federal grants shall be invested in the manner now provided by law for the investment of the permanent school fund of the state, in the same kind of securities, and by the same officers charged with that duty, in accordance with the provisions of Neb. Rev. Stat., § 72-202.

All monies acquired by the Board of Regents of the University of Nebraska by donation or bequest to it, including monies derived as principal from the sale of land or other property so acquired or so derived, shall be kept in the account for the endowment of the University and shall be invested by said Board of Regents in the same kind of securities as provided by law for the investment of the permanent school fund by the Board of Educational Lands and Funds, subject to the following exceptions:

1. No such investment need be made where, according to the terms of the donation or bequest, said Board of Regents is not limited to the expenditure of only interest or income of the fund.
2. No such investment need be made in case the will, deed, or instrument making such donation or bequest makes other provisions or directions as to investments and in such cases said Board of Regents shall comply with the same.
3. Funds which have hitherto been turned over to the Board of Educational Lands and Funds by said Board of Regents for investment shall continue to be invested by the former board.

The permanent endowment fund shall never be appropriated by the Legislature nor be expended for any purpose whatsoever. The interest and income of funds acquired or derived from donations or bequests made without particular objects or uses specified may be used and applied by the Board of Regents to

any need of the University. Such interest or income of donations or bequests made with particular objects and uses specified shall be applied by the Board of Regents to only such particular objects and uses.

Reference: BRUN, Minutes, 16, p. 296 (November 11, 1944).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

#### **RP-6.6.4 Investment of Endowment and Similar Funds**

The purpose of the endowment funds is to support the University and its mission over the long-term. The endowment funds include the permanent, quasi, and term endowments. The primary investment objectives of investing the endowment funds are to:

1. Preserve the real purchasing power of the principal. This implies the endowment must be invested in a manner that the total return less the income distribution rate is greater than the inflation rate measured by the consumer price index (CPI).
2. Provide a stable source of perpetual financial support to endowment beneficiaries in accordance with the University's spending policy that establishes the income distribution rate.

The permanent endowment includes gifts and bequests received by the Board of Regents but restricted by the benefactor to be held in perpetuity with only the income to be spent for a designated purpose.

The quasi endowment includes gifts and bequests received and subsequently designated by the Board of Regents as funds functioning as an endowment with only the income to be spent for purposes designated by the Board.

The term endowment includes gifts and bequests received by the Board of Regents for which the benefactor has stipulated the principal may be expended after a stated period or on the occurrence of a certain event. Term endowment income is spent for the purpose provided by the benefactor or designated by the Board. A term endowment may be designated as a quasi endowment by the Board of Regents at the completion of the term.

All assets received by the Board of Regents for acceptance as a permanent, quasi, or term endowment from a gift, bequest, or grant or gifts in the form of intellectual property rights shall be accepted and processed by the Vice President for Business and Finance or designee.

Investment of endowment funds shall be according to state statute and investment managed by either the University of Nebraska Foundation, a third party manager, the University, or otherwise directed by the Board of Regents.

Management of other university-wide funds including assets of retirement of indebtedness funds, bond proceeds, bond construction and product funds, bond reserve funds, bond surplus funds and the trustee insurance funds shall be accomplished by the Vice President for Business and Finance or designee. The trustee insurance funds include the trust funds for the group health insurance program, the general liability and property self insurance program, and other similar programs. Periodic reports shall be made by the Vice President for Business and Finance regarding these funds to the Board of Regents.

Reference: BRUN, Minutes, 34, pp. 275-276 (June 17, 1972).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).  
Corporation Secretary revision, RP-6.6.4 (August 14, 2009).

### **RP-6.6.5 Establishment of Reserves, Allocations and Designations**

The classification of net assets shall be limited to those allowed by generally accepted accounting principles.

This policy does not preclude a business unit from creating, within its own campus-based reporting of internal allocations of fund balances, designated departmental balances, or other designations designed to separately report or signify commitments of funds.

Reference: BRUN, Minutes, 37, pp. 138-141 (June 29, 1974).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.6.6 Gifts and Bequests to University Foundation**

All gifts and bequests of whatsoever nature and kind to the University of Nebraska can be handled most economically and expeditiously and can be invested to the greatest advantage of the University of Nebraska if said gifts and bequests are made to the University of Nebraska Foundation, for the use and benefit of the University of Nebraska rather than directly to the University of Nebraska, or to the Board of Regents of the University of Nebraska.

Reference: BRUN, Minutes, 40, p. 101 (March 19, 1977).

### **RP-6.6.7 Gifts, Grants and Bequests**

#### **1. Policy and Procedures Concerning Acceptance and Reporting**

This is the general University policy concerning the acceptance, acknowledgment, reporting, and depositing of awards made to the University of Nebraska in the form of gifts, bequests, and grants.

#### **2. Criteria for Administrative Acceptance**

Awards may be accepted by authorized personnel on behalf of the Board of Regents without prior approval if they meet the following criteria and are within the specific limitations identified in each award category:

- a. The award does not involve the development of a new academic program or administrative unit;
- b. The award does not involve the establishment of an existing program or administrative unit at a new site;
- c. The award does not involve the acquisition of real estate or the construction of new buildings or facilities;
- d. The award does not involve the commitment of University funds upon expiration of the award, or any other continuing obligation or liability on the part of the University;
- e. The award does not exceed the dollar limits indicated in the ensuing sections of this statement.

All awards not meeting these criteria must be presented for acceptance to the Board of Regents at a public meeting.

### 3. Acceptance and Acknowledgment of Gifts

Basically, two types of gifts are received — those for which a specific use is designated and those for which the donor has not made any specification as to use. Any single gift in excess of \$1,000,000 must be presented to the Regents for acceptance. All other gifts, including contracts relating thereto, may be accepted and signed by the President, the Chancellors, or their designee provided the aforementioned criteria for award acceptance are met. Gifts so accepted, including contracts relating thereto, must be reported to the Regents as provided in Section 7 of this policy.

### 4. Acceptance and Acknowledgment of Bequests

Bequests are received by the University of Nebraska via wills, trust agreements, or other testamentary instruments. Any single bequest of \$1,000,000 or more must be presented to the Regents for acceptance as a separate action item. All other bequests may be accepted by the President provided the aforementioned criteria for award acceptance are met. Bequests so accepted must be reported to the Regents as provided in Section 7 of this policy. All bequests shall be publicly acknowledged, and such acknowledgment is to be conveyed to the testator's family (or to the attorney handling the estate if there is no family) on a timely basis.

### 5. Acceptance and Acknowledgment of Grants

Grants are awarded to the University in response to successful applications for such purposes as research, instruction, public service, and student aid. All grants, including contracts relating thereto, may be accepted and signed by the President, the Chancellors, or their designee provided the aforementioned criteria for award acceptance are met. Grants so accepted, including contracts relating thereto, must be reported to the Regents as provided in Section 7 of this policy. Grants must be acknowledged only if such acknowledgment is required as part of the award.

### 6. Depositing of Funds

All cash received as gifts, bequests, and grants must be deposited promptly in an approved depository of the University. All securities received must be transmitted to the Office of the Vice President for Business and Finance for final disposition in accordance with the terms of the gifts, bequest, or grant.

### 7. Reporting of Gifts, Grants, and Bequests

All awards or funds received under student loan programs accepted by the President, the Chancellors, or their designee, must be reported to the Board of Regents on a quarterly basis:

- a. Grants under \$1,000,000 will be reported in aggregate; those \$1,000,000 and over will be separately itemized;
- b. Gifts under \$100,000 will be reported in aggregate; those over \$100,000 will be separately itemized;
- c. Bequests will all be separately itemized;
- d. Gifts and Bequests of \$1,000,000 and more previously accepted by the Regents during the reported quarter will be aggregated and included in the grand total so as to reflect an accurate picture of award funds flowing into the University;
- e. Awards pertaining to research only will be summarized into a separate central report. This information will be reported to the Regents on a corresponding quarterly basis.

## 8. Distribution of Bequests

The purpose of this statement is to establish guidelines for distributions of principal and/or income coming to the University via testamentary instruments:

- a. If a specific campus is named in the controlling testamentary instrument, that campus will automatically receive the bequest. The University of Nebraska-Lincoln is considered the Lincoln Campus, not Central Administration;
- b. Testamentary intent will always be the main consideration in determining which campus(es) will receive the bequest. For example, if a will or trust agreement predates the incorporation of the University of Nebraska at Omaha (July 1, 1968) and names either the University or Board of Regents of the University of Nebraska, donor intent is interpreted to be either the Lincoln campus or both the Lincoln and Medical Center campuses, depending on other language and specifications in the instrument. A bequest to the University of Nebraska at Omaha, the Municipal University of Omaha, or the Board of Regents of the University of Nebraska at Omaha would go to the Omaha campus. A bequest to Kearney State College or the University of Nebraska at Kearney would go to the Kearney campus;
- c. In cases where testamentary intent is not obvious, advice of legal counsel will be requested concerning any apparent intent and/or the extent to which Regental discretion may be applied. Each of such instances will be viewed independently and decided on its own merits;
- d. Legal counsel will be consulted in every instance to ensure adherence to this policy statement.

Reference: BRUN, Minutes, 46, p. 212 (December 12, 1981).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).  
BRUN, Minutes, 63, p. 125 (March 3, 2001).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).

### **RP-6.6.8 Use of Gifts to Replace Public Funds Prohibited**

The donation of gifts to the University of Nebraska Foundation for the benefit of the University shall be applied for the improvement of academic programs of the University in accord with donor intentions, and will not be used to replace fiscal support of such programs from public funds.

Reference: BRUN, Minutes, 49, p. 111, (January 14, 1984).

### **RP-6.6.9 Authority to Establish Accounts**

Authority is hereby delegated and granted to the principal business officer of each major administrative unit within the University to:

1. Establish accounts in federally insured financial institutions for the purpose of carrying on the day-to-day business operations of the University with respect to cash funds which the Board of Regents is authorized to retain pursuant to Neb. Rev. Stat., §§ 83-130, 83-305.04, 85-125 and 85-192;
2. Designate signatories authorized to transact business through such accounts and to report to the Vice President for Business and Finance on an annual basis, or whenever a change is made, those individuals authorized as signatories;
3. Designate the number of signatories required to withdraw funds;



4. Authorize the use of facsimile signatures in transacting business with respect to any such accounts.

Any such accounts established shall be reported on a timely basis to the Vice President for Business and Finance.

Reference: BRUN, Minutes, 48, pp. 221-222 (July 23, 1983).  
BRUN, Minutes, 66, p. 4 (January 20, 2006).  
BRUN, Minutes, 71, p. 61 (March 15, 2013).

#### **RP-6.6.10 Collection of Delinquent Debts**

Authority is granted to the Chancellors, through the Vice Chancellors for Business and Finance, to file suit for the collection of delinquent debts after appropriate preliminary steps have been taken and after consultation with the University General Counsel.

Reference: BRUN, Minutes, 36, p. 174 (August 13, 1973).  
BRUN, Minutes, 56, p. 149 (September 6, 1991).

#### **RP-6.6.11 Othmer-Topp Endowment Spending Policy**

Annual spending from the Othmer-Topp Endowment is limited to a rate no greater than the spending rate established by the University of Nebraska Foundation. Changes in the spending policy shall be established by the Othmer-Topp Endowment Committee and approved by the Board of Regents.

Allocation of income from the Endowment are classified into three major categories, commonly referred to as the 75% fund, the Regents 12½% fund and the UNL 12½% fund.

1. In accordance with the requirements of Neb. Rev. Stat., §§ 85-123 and 85-123.01, gifts under Mildred Othmer's Will shall be deposited in the University Trust Fund and used as follows:
  - a. In accordance with Mrs. Othmer's Will a sufficient amount of funds received from her estate shall be added to the endowed professorship previously established by the Regents under the Last Will and Testament of Donald F. Othmer for the Donald F. and Mildred Topp Othmer Professorship of Chemical Engineering to bring the endowed fund for such professorship to \$2,500,000.
  - b. The remainder of the gifts received from Mildred Othmer's estate shall be allocated to an account hereby established as the Othmer-Topp Endowment Fund to be held in perpetuity and used in accordance with the Last Will and Testament of Mildred Topp Othmer for University purposes as directed by the Board of Regents. The initial use of the Othmer-Topp Endowment Fund shall be as follows:
    - 1) The income from seventy-five percent (75%) of the Othmer-Topp Endowment Fund shall be distributed to the University of Nebraska-Lincoln (a) to have first priority use as shall be determined by the Chancellor, with approval of the President and the Board of Regents, to be necessary for (i) enhancement of the chemical engineering program at the University of Nebraska-Lincoln, and (ii) installation, maintenance and operation of technology upgrades for the University of Nebraska libraries; and (b) second priority use for such other general purposes at the University of Nebraska-Lincoln as the President and the Board of Regents may from time to time approve. Within the second priority general purposes approved by the President and the Board, the income may be used as determined by the Chancellor. The President and the Board hereby approve the following initial second priority general purposes with the understanding that additional second priority purposes may be approved in the future:

- a) Distinguished Professorships as approved by the Board on January 16, 1999;
- b) The establishment of a Great Plains Regional Humanities Center should UNL be the recipient of a competitive challenge grant from the National Endowment of the Humanities;
- c) The establishment of a program of competitive campus-wide graduate fellowships under the direction of the Dean of Graduate Studies; and
- d) The establishment of the Academic Program Improvement Fund (APIF) which will provide funds to academic programs for investment and enhancement in order to allow UNL to achieve "...excellence in a select number of research, professional and graduate programs and enable them to achieve a level of quality that places them among the top programs in the nation and beyond.

Any buildings, facilities or programs funded with amounts specified in (a)(i) of this paragraph shall be named in honor and memory of Donald F. Othmer, and any technology upgrades funded with amounts specified in (a)(ii) of this paragraph shall be named in honor of Mildred Topp Othmer.

- 2) The income from twelve and one half percent (12½%) of the Othmer-Topp Endowment fund shall be distributed to the Board of Regents to be used as determined by the President for enhancement of the functions and facilities of the Regents and the chief governing administrative unit of the University for governance and administration of the University.
  - 3) The income from twelve and one half percent (12½%) of the Othmer-Topp Endowment fund shall be distributed to the University of Nebraska-Lincoln to be used as determined by the Chancellor for the enhancement of academic programs at the University of Nebraska-Lincoln.
  - 4) Any unexpended income shall be reinvested.
2. On or before March 1 of each year, the UNL Chancellor and the University President will provide an annual written report to the Board of Regents of expenditures of endowment income for the 75% fund, the Board of Regents 12 ½% Fund, and the UNL 12 ½% fund.
3. The Board of Regents may from time to time as it shall deem necessary, but within the limits prescribed by the Last Will and Testament of Mildred Topp Othmer, change the purposes for which the Othmer-Topp Endowment Fund is used.

Reference: BRUN, Minutes, 62, p. 155 (October 1, 1999).  
 BRUN, Minutes, 62, p. 166 (November 5, 1999).  
 BRUN, Minutes, 63, p. 112 (January 13, 2001).  
 BRUN, Minutes, 65, p. 91 (January 15, 2005).  
 BRUN, Minutes, 73, pp. 59-61 (December 3, 2015).

#### **RP-6.6.12 Red Flag Identity Theft Prevention Program**

The University of Nebraska Red Flag Identity Theft Prevention Program is designed to assist in reducing the risk of identity theft through detection, prevention and mitigation of patterns, practices or activities ("Red Flags") that might indicate potential identity theft. This policy is intended to comply with the program requirements applicable to the University of Nebraska in the Fair and Accurate Credit Transactions Act (FACTA) at 16 CFR 681.

1. Covered Accounts. The Red Flag Identity Theft Prevention Program applies to any university activity that extends credit or establishes a payment plan primarily for personal, household or family purposes ("Covered Account"). Examples include but are not limited to the following:
  - a. Student accounts
  - b. Patient accounts
  - c. Student loans
2. Accountability. Accountability is delegated to the Vice Chancellor for Business and Finance of each major administrative unit within the University to implement Red Flag Identity Theft Prevention Program requirements. Written policies and procedures shall be established to identify potential Red Flags and respond appropriately to mitigate the risk of identity theft. Each major administrative unit shall provide education to workforce members managing Covered Accounts about the Program. At periodic intervals established in the program, or as required, the program will be re-evaluated to determine whether all aspects of the program are up to date and applicable in the current business environment. Periodic reviews will include an assessment of which accounts are covered by the program.
3. Red Flags. Examples of Red Flags include but are not limited to the following:
  - a. Notification of unusual activity related to a covered account;
  - b. Address discrepancies that cannot be explained;
  - c. Presentation of suspicious documents by an individual, including identification cards that do not match physical appearance;
  - d. Suspicious external requests for information from covered accounts; and
  - e. Complaints or questions from students, guardians or customers about charges to a covered account for goods/services they claim were never received
4. Reporting. Each Major administrative unit shall provide a report annually to the University of Nebraska Audit & Advisory Services containing summaries of Red Flag Rule monitoring activities, and any identity theft incidents that have occurred and the unit's response to them. The University of Nebraska Audit & Advisory Services shall report Red Flag monitoring and response data from the administrative units to the Audit Committee of the Board of Regents annually as required by the FACTA regulations. The Board of Regents shall approve material changes to the Red Flag Identity Theft Prevention Program.
5. Credit reports. Any University of Nebraska Administrative Units ordering credit reports, such as reports on consumers receiving services at the University of Nebraska or reports on prospective employees, may receive a Notice of Address Discrepancy from the consumer reporting agency. If such a Notice is received, the administrative unit must compare the information in the consumer report with other address information the individual has provided to confirm the address provided is correct. If the address the individual has provided is correct, the administrative unit must notify the consumer reporting agency of the correct address.
6. Service Providers. The University of Nebraska may contract with vendors to provide services related to Covered Accounts. The contracting department shall maintain written certification from the vendor stating it complies with FACTA Red Flag regulations.

Reference: BRUN, Minutes, 68, p. 26 (April 24, 2009).