

Ms. Jordan Koch, UNO student regent, representing the students of the four campuses.

Interim President Linder thanked the Board of Regents, faculty and staff, students and business community, and citizens of the state of Nebraska for their support.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Schroeder and seconded by Clare to approve the minutes and ratify the actions of the regularly scheduled meetings on March 13, 2014 and March 21, 2014.

Action Student Opinion: Voting Aye: Koch, Savalia, Schulte, and Knudson. Voting Aye: Daub, Hawks, Phares, Pillen, Schafer, Schroeder, Whitehouse, and Clare. Motion carried.

Chairman Hawks announced the location of the Open Meetings Act in the board room.

Chairman Hawks welcomed newly-elected student regents Connor Schulte, University of Nebraska at Kearney; Kevin Knudson, University of Nebraska-Lincoln; and Jordan Koch, University of Nebraska at Omaha.

Interim President Linder welcomed newly-elected Faculty Senate Presidents Dr. Ross Taylor, University of Nebraska at Kearney; Dr. Kenneth Nickerson, University of Nebraska-Lincoln; Dr. Gay Canaris, University of Nebraska Medical Center; and Dr. Lisa Scherer, University of Nebraska at Omaha.

IV. KUDOS

Regent Phares presented a KUDOS award to Steve Geiken, business manager in Facilities Management and Planning at the University of Nebraska at Omaha

Regent Pillen presented a KUDOS award to Mari Greer, administrative assistant in the Office of Research and Economic Development at the University of Nebraska-Lincoln.

Regent Savalia presented a KUDOS award to Venkatesh Namachivayam, business analyst in the Division of Information Technology Services at the University of Nebraska at Kearney.

Regent Daub presented a KUDOS award to Jaclyn Smith, assessment associate in the Dean's office, College of Pharmacy at the University of Nebraska Medical Center.

V. PUBLIC COMMENT

Professor Bing Chen spoke on the subject of the Peter Kiewit Institute [See the Documents file for a copy of the handout distributed by Professor Chen]

Mr. Brian Reid spoke on the subject of the Breslow Ice Center (Agenda item IX-B-4)

VI. RESOLUTION

Regent Whitehouse presented the following resolution regarding the Peter Kiewit Institute:

Whereas, the academic leadership of the University of Nebraska at Omaha and University of Nebraska-Lincoln have presented to the Board of Regents an Integrated Strategic Plan (ISP) for the Peter Kiewit Institute that is intended to position PKI to meet the needs of engineering and information technology businesses in Omaha and throughout the state; and

Whereas, the ISP presented by the UNO and UNL chancellors was developed by an Academic Advisory Council that includes the deans of the two colleges that comprise PKI – the UNO College of Information Science & Technology and the UNL College of Engineering – the interim executive director of PKI, and the senior vice chancellors for academic affairs at UNO and UNL; and

Whereas, the Board of Regents remains strongly supportive of and fully committed to the advancement and success of PKI;

Now, therefore, be it resolved that the Board of Regents of the University of Nebraska:

(1) expresses its support for the concept of a unified, collaborative PKI, with two campuses, UNO and UNL working together thru the Chancellors, Vice Chancellors, Deans, Faculty and Staff; and

(2) endorses the Integrated Strategic Plan for PKI, which builds on the plans of the two colleges with added benefits of synergy, collaboration, and leveraging; and

(3) plans to regularly monitor PKI's performance to ensure agreed upon targets for process and for growth in enrollment and faculty are met; and

(4) expects at least semi-annual reports to be presented to the Board of Regents and/or to its Academic Affairs committee on benchmarks and performance in enrollment, graduation, faculty resources, research expenditures, budget, and other important elements; and

(5) commits to resources and support efforts of administration and faculty to meet the important goals of the ISP and to provide the oversight and governance appropriate to ensure PKI's success.

There was discussion

Motion

Moved by Whitehouse and seconded by Daub to accept the PKI resolution

Action

Student Opinion: Voting Aye: Savalia, Schulte, Knudson, and Koch. Voting Aye:

Action Student Opinion: Voting Aye: Schulte, Knudson, Koch, and Savalia. Voting Aye: Phares, Pillen, Schroeder, Whitehouse, Clare, Daub, and Hawks. Abstain: Schafer. Motion carried.

IX. ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

Chairman Hawks opened the administrative agenda, making the following statement: I would like to clarify the intent of the *Bylaw* change from the perspective of the Executive Committee as well as the entire Board. We were focused on the Presidential Search components and believe the search committees already established for the current search

(b) Whenever a vacancy occurs in a senior administrative position at the level of Chancellor or Vice President, and assuming the position is to be refilled, the President, shall be the appointing officer and shall promptly appoint an advisory committee to assist in the search for suitable candidates to fill the position. The size, composition of, and representation on each advisory committee shall be determined by the President, provided that each advisory committee shall include representatives of the principal constituencies with which the position in question interacts.

(c) Whenever a vacancy occurs in a senior administrative position at the level of Vice Chancellor or Dean, and assuming the position is to be refilled, the President, or an administrative officer designated by the President to make the appointment, shall be the appointing officer and shall promptly appoint an advisory committee to assist the appointing officer in the search for suitable candidates to fill the position. The size, composition of, and representation on each advisory committee shall be determined by the appointing officer in consultation with the elected heads of faculty and student governments, provided that each advisory committee shall include representatives of the principal constituencies with which the position in question interacts. ~~In making appointments to an advisory committee of faculty and student representatives from within the major administrative unit of which the position in question is a part, the appointing officer shall choose from lists of faculty and students submitted respectively by the elected heads of faculty and student governments, provided that each such list shall be prepared in consultation with the appointing officer and shall contain a number of names which is at least twice the number of representatives to be chosen therefrom.~~

(d) In those cases in which the search is for an officer other than the President, the appointing officer may serve as a nonvoting member of the advisory committee. The appointing officer shall: 1) designate one of the members of the advisory committee to serve as its chair; ~~(e) The Board or appointing officer, as appropriate, shall~~ 2) define for each advisory committee, in a manner consistent with these *Bylaws*, the responsibilities of the senior administrative position for which the search is being conducted; and 3) define the qualifications being sought in candidates for the position.

~~(f) Both the advisory committee and the Board or appointing officer, as appropriate, shall actively solicit applications and nominations of qualified candidates for the position. The advisory committee shall assist the appointing officer in the review of applications and supporting materials submitted by or on behalf of candidates being considered for the position. The advisory committee shall then submit a list of recommended candidates for consideration by the Board or appointing officer, as appropriate. Every effort shall be made by each advisory committee to submit a list of recommended candidates to the Board or appointing officer, as appropriate, within 90 days after the deadline for receipt of applications and nominations or the announced date upon which review of applications and nominations began. Any advisory committee that fails to submit a list of recommended candidates to the Board or appointing officer or authority within 120 days after the deadline for receipt of applications and nominations or the announced date upon which review of applications and nominations began may be discharged, and the work of the advisory committee shall be deemed to have been completed. Whenever it is practical to do so, the Board or appointing officer, as appropriate, shall involve some of the individual members of the advisory committee in interviewing recommended candidates for the position.~~

(g) The name of the person appointed to any senior administrative position must appear on the list of recommended candidates submitted by the advisory committee; provided, however, an appointing officer with approval by the Board may appoint a person who does not appear on such list. Such action by the Board shall require an affirmative vote by a majority of members qualified to serve and vote. No such exception may be made by the Board in the case of the appointment of a president.

~~(e) (h) Except for application materials of finalists as determined in the search process, the work and records of each search advisory committee(s), including all candidate files, shall be considered confidential and shall be treated accordingly by each member~~

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Motion

IX-A-2

IX-A-3

IX-A-5

Action

Motion

IX-A-4

- IX-A-6 Approval is requested to create a Bachelor of Science degree in Integrated Science in the College of Agricultural Sciences and Natural Resources (CASNR) at the University of Nebraska-Lincoln
- IX-A-7 Approval is requested to create a professional certificate in Health Policy sponsored by the Department of Health Services Research and Administration and the Department of Health Promotion, Social and Behavioral Health in the College of Public Health at the University of Nebraska Medical Center
- IX-A-8 Approval is requested to create a Bachelor of Arts degree in Music in the Department of Music in the College of Communication, Fine Arts and Media at the University of Nebraska at Omaha
- There was discussion
- Action Student Opinion: Voting Aye: Knudson, Koch, Savalia, and Schulte. Voting Aye: Clare, Daub, Hawks, Phares, Pillen, Schafer, Schroeder, and Whitehouse. Motion carried.

B. BUSINESS AFFAIRS

- Motion Moved by Phares and seconded by Clare to approve item IX-B-1
- University of Nebraska
- IX-B-1 Approve the selection of Terracon Consultants, Inc. to provide Remedial Design and Remediation Services for Former Nebraska Ordnance Plant Superfund Site, Mead, Nebraska
- There was discussion
- Action Student Opinion: Voting Aye: Koch, Savalia, Schulte, and Knudson. Voting Aye: Daub, Hawks, Phares, Pillen, Schafer, Schroeder, Whitehouse, and Clare. Motion carried.
- Motion Moved by Phares and seconded by Schroeder to approve item IX-B-2
- IX-B-2 Approve the FY 2014-15 University of Nebraska operating budget, tuition rate increases, and reinstate allotment for committed carry forward funds already approved in previous fiscal years
- There was discussion
- Action Student Opinion: Voting Aye: Savalia, Schulte, Knudson, and Koch. Voting Aye: Hawks, Phares, Pillen, Schroeder, Whitehouse, Clare, and Daub. Voting No: Schafer. Motion carried.
- Motion Moved by Phares and seconded by Clare to approve item IX-B-3
- Nebraska College of Technical Agriculture
- IX-B-3 Approve the FY 2014-15 Nebraska College of Technical Agriculture Operating Budget, Tuition Rate Increases, and reinstate allotment for committed carry forward funds already approved in previous fiscal years
- Action Student Opinion: Voting Aye: Schulte, Knudson, Koch, and Savalia. Voting Aye: Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, Daub, and Hawks. Motion carried.
- Motion Moved by Clare and seconded by Phares to approve items IX-B-4 and IX-B-5
- University of Nebraska-Lincoln
- IX-B-4 Approve the Operating Agreement between the University of Nebraska-Lincoln and the City of Lincoln for the John A. Breslow Ice Hockey Center at the University of Nebraska-Lincoln

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IX-B-5 Approve an agreement with the University of Nebraska Foundation providing for acceptance of a gift of design services and reimbursement of funds to construct the John A. Breslow Ice Hockey Center at the University of Nebraska-Lincoln

There was discussion

Action Student Opinion: Voting Aye: Knudson, Koch, Savalia, and Schulte. Voting Aye: Pillen, Schafer, Schroeder, Whitehouse, Clare, Daub, Hawks, and Phares. Motion carried.

Motion Moved by Schroeder and seconded

and authorized by the UNMC Chancellor or the Interim President to negotiate terms and conditions and execute agreements, notices, governance documents, approvals and other documents related to the governance, organization, management and operation of the Clinical Enterprise and System Corporation as deemed appropriate and necessary to carry out the intent and purposes generally described in EXHIBIT A (Transaction)

There was discussion

Action Student Opinion: Voting Aye: Koch, Savalia, Schulte, and Knudson. Voting Aye: Daub, Hawks, Phares, Pillen, Schafer, Schroeder, Whitehouse, and Clare. Motion carried.

Motion Moved by Savalia and seconded by Schafer to approve item IX-B-14

IX-B-14 Approve the apartment rents effective July 1, 2014 at the University of Nebraska Medical Center

There was discussion

Action Student Opinion: Voting Aye: Savalia, Schulte, Knudson, and Koch. Voting Aye: Hawks, Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, and Daub. Motion carried.

Motion Moved by Schroeder and seconded by Whitehouse to approve items IX-B-15, IX-B-16, IX-B-17, and IX-B-18

University of Nebraska at Omaha

IX-B-15 Approve the Program Statement and Budget for the Willis A. and Janet S. Strauss Performing Arts Center Addition & Renovation

IX-B-16 Approve the Program Statement and Budget for the Milo Bail Student Center Renovation at the University of Nebraska at Omaha

IX-B-17 Approve the Resolution (1) adopting the Ninth Supplemental Resolution to the Sixth Series Resolution authorizing (a) the issuance of not to exceed \$10,700,000 principal amount of Revenue Bonds, Series 2014 (University of Nebraska at Omaha Student Center Project) and (b) the expenditure of up to \$4,500,000 from the Sixth Series Surplus/Replacement Funds, (2) authorizing the execution and delivery of a Supplemental Master Indenture and the related Master Note, (3) authorizing the negotiated sale of such Revenue Bonds, approving the Bond Purchase Agreement, and the Preliminary Official Statement and authorizing the Senior Vice President for Business and Finance to determine interest rates (to provide a true interest cost not to exceed 4.50 percent), principal amounts, principal maturities and redemption provisions of such Revenue Bonds, and (4) approving the preparation and use of a Final Official Statement

IX-B-18 Approve the Resolution authorizing the expenditure of \$1,095,000 from the Bond Surplus/Replacement Funds to make student housing and student facilities improvements

There was discussion

Action Student Opinion: Voting Aye: Schulte, Knudson, Koch, and Savalia. Voting Aye: Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, Daub, and Hawks. Motion carried.

Motion Moved by Whitehouse and seconded by Clare to approve item IX-B-19

IX-B-19 Approve the naming of the University of Nebraska at Omaha Community Engagement Center the Barbara Weitz Community Engagement Center

Action Student Opinion: Voting Aye: Knudson, Koch, Savalia, and Schulte. Voting Aye: Pillen, Schafer, Schroeder, Whitehouse, Clare, Daub, Hawks, and Phares. Motion carried.

C. FOR INFORMATION ONLY

IX-C-1 University of Nebraska Strategic Planning Framework

IX-C-2 University of Nebraska Strategic Framework Accountability Measures

- IX-C-3 Calendar of establishing and reporting accountability measures
- IX-C-4 University of Nebraska Strategic Dashboard Indicators
- IX-C-5 Board of Regents agenda items related to the University of Nebraska Strategic Framework
- IX-C-6 Amendment of the *Standing Rules of the Board of Regents*. The proposed amendments of the *Standing Rules of the Board of Regents* are presented for information only in accordance with the requirements of Section 7.2 of the *Standing Rules* and Section 1.11 of the *Bylaws of the Board of Regents*. Approval of these amendments will be requested at the Regents' meeting on July 18, 2014.

D. REPORTS

- IX-D-1 Quarterly Personnel Report for the period January, February, March 2014
- IX-D-2 Establishment of a collaborative program between the Bachelor of Science in Environmental Studies (BSES) at the University of Nebraska-Lincoln and the Master of Public Health (MPH) with a concentration in Environmental and Occupational Health (EOH) at the University of Nebraska Medical Center
- IX-D-3 Expedited Approval of the Graduate Certificate in Managing Juvenile and Adult Populations which will be a joint effort of the Grace Abbott School of Social Work and the School of Criminology and Criminal Justice at the University of Nebraska at Omaha
- IX-D-4 Strategic Framework Report – Debt Management
- IX-D-5 Strategic Framework Report – Endowment Funds
- IX-D-6 Quarterly Gifts, Grants, Contracts and Bequests
- IX-D-7 Bids and Contracts
- IX-D-8 Naming of Marian Ivers Board Room in the Community Engagement Center at the University of Nebraska at Omaha
- IX-D-9 Laboratory, Student, and Miscellaneous Fees for 2014-2015

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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 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

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

- 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 ee. ee. z.

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.

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delayed temporarily by, or scheduled around, an ongoing criminal or external administrative investigation.

- b. Any member of the University community may submit allegations of sexual misconduct against a student. Allegations shall be prepared in writing and directed to the Student Affairs Officer or designee. The Student Affairs Officer shall then direct the allegation(s) to a Conduct Officer for investigation. Any allegation should be submitted as soon as possible after the alleged misconduct takes place, preferably within, but not limited to, seven (7) University business days after the misconduct occurred.
- c. The Complainant must state, in writing, if he or she wishes to pursue a complaint. If he or she does not wish to pursue the complaint and/or requests that his or her identity remain anonymous, the Student Affairs Officer will make note of that wish in the report. Regardless of the Complainant's choice, the University is still required to investigate reports of sexual misconduct. The Complainant must be informed if the University cannot ensure anonymity.
- d. The Conduct Officer or Title IX Coordinator shall conduct an investigation to determine if the allegation(s) have merit. Investigations of the allegations should be concluded within (60) calendar days of receipt of a report³, and may be permitted a longer completion period under extraordinary circumstances, but both parties must be informed in writing of the extension of the timeline. If the investigator determines by the greater weight of the evidence that a violation occurred, a recommended disposition should be included in the investigator's report. If the investigation determines it is more likely than not that the Respondent did not violate the Student Code, the complaint may be dismissed without further proceedings. If both the Complainant and the Respondent agree to the dismissal, the complaint is resolved without any further rights of appeal by either party. If the Complainant objects, he or she may appeal the dismissal decision administratively to the Student Affairs Officer within seven (7) University business days. The Student Affairs Officer will either affirm the investigative determination, or refer the complaint for further proceedings. The Student Affairs Officer's decision of the dismissal appeal will be final.
 - i. If the Complainant wishes to pursue an Administrative Resolution, the Conduct Officer will determine the Respondent's position and take actions as necessary.
 - ii. If the Complainant wishes to pursue a disciplinary hearing, a formal hearing will be held by a Conduct Officer, or in cases where University Suspension or University Expulsion is sought, a hearing before a Conduct Board must be held.
 - iii. After the fact-finding investigation the Complainant, the Respondent, and appropriate university officials shall be given timely access to any information that will be used during Administrative Resolution and/or Formal Hearing proceedings.

3. Interim Protective Measures

- a. "No contact" directives are to be issued in writing to persons involved in any alleged sexual misconduct promptly after the University receives notice of a complaint. Respondents and the Complainant will both be expected to abide by the terms of no contact directives and may go through disciplinary proceedings should they violate the directives.
- b. Students who have been subjected to sexual misconduct or Complainants have access to other available University assistance in changing academic and living situations after an alleged incident, if so requested by the student or Complainant and if such changes are reasonably available. Accommodations to minimize the burden on the student or Complainant may include but are not limited to:
 - i. Change of an on-campus student's housing to a different on-campus location;
 - ii. Assistance from the University in completing the relocation;
 - iii. Arranging to end a University housing contract and/or adjusting a student account balance for refund;
 - iv. Rescheduling an exam, paper, or assignment;
 - v. Taking an incomplete in a class;
 - vi. Transferring between class sections;
 - vii. Temporary withdrawal;

³ See "Questions and Answers on Title IX and Sexual Violence" guidance issued April 29, 2014 by the U.S.

- 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

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.

- 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 Complainant⁴ or past sexual assault by the Respondent⁵ as evidence at the hearing. In most situations,

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.

- j. “Confidentiality” means that the University will not disclose the names of individuals involved in a sexual misconduct case to others except on a need to know basis or as required by law. The University will instruct employees and students about the requirement not to disclose confidential information. Confidentiality is not the same as anonymity, where an individual is not named or personally identified.
- k. “Consent” means agreement, approval, or permission as to some act or purpose, given voluntarily by a competent person. “Without consent” means:
 - (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

- 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 ha

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