



Nebraska State
College System

CHADRON | PERU | WAYNE

Sexual Harassment and Title IX Compliance Report

September 2025

Pursuant to Neb. Rev. Stat. § 85-608

The Nebraska State College System (NSCS)

Chadron State College (CSC)

Peru State College (PSC)

Wayne State College (WSC)

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Introduction

The Nebraska State College System (NSCS) consists of the three state colleges; Chadron State (CSC), Peru State (PSC), and Wayne State (WSC). Neb. Rev. Stat. § 85-608 requires that each postsecondary institution to submit a report regarding sexual harassment and Title IX compliance each odd-numbered year. All the colleges in the NSCS share the same systemwide policies. This report will cover all three state colleges and will indicate the similarities and differences between the colleges.

The Board of Trustees of the Nebraska State Colleges is committed to providing an environment in which all students who participate in College programs and activities can work together in an atmosphere free from unlawful discrimination, harassment, or violence.

Results of any campus climate survey related to sexual harassment.

CSC:

Chadron State College has completed several surveys of students. None of those surveys were directly related to sexual harassment.

PSC:

Peru State College has completed several surveys of students. None of those surveys were directly related to sexual harassment.

WSC:

Wayne State College has completed several surveys of students. None of those surveys were directly related to sexual harassment.

Information related to the training provided to Title IX coordinators, investigators, and decisionmakers regarding sexual harassment.

Title IX requires all training materials provided to Title IX coordinators, investigators, and decision makers to be posted online for a period of seven years. *34 CFR 106.45(b)(10)(i)(D)*

CSC

Trainings are listed online: <https://www.csc.edu/titleix/title-ix-trainings/>

PSC:

Trainings are listed online: <https://www.peru.edu/titleix/training/>

WSC:

Trainings are listed online: <https://www.wsc.edu/title-ix/title-ix-awareness-training>

NSCS:

Trainings are listed online: <https://www.nscs.edu/information-for/title-ix/training>

Any policies, initiatives, or grievance procedures the postsecondary institution has adopted to address sexual harassment.

The NSCS shares policies and procedures across all three colleges.

- Policy 3020 – For Students: Sexual Harassment and Sex Discrimination
 - Link: [Policy 3020](#)
- Policy 5011 – For Employees: Sexual Harassment and Sex Discrimination
 - Link: [Policy 5011](#)

The policies are included in Appendix I.

Information on where the postsecondary institution's students and employees may receive immediate emergency assistance to address instances of sexual harassment.

For immediate emergency assistance students and employees may call 911; local law enforcement; or the Title IX office which is staffed with a 24-hour phone.

CSC	PSC	WSC
Chadron Police: 308-432-0510 Title IX Phone: 308-430-0980	Nemaha Sheriff: 402-274-3139 Title IX phone: 402-209-3797	Wayne Police: 402-375-2626 Title IX 402-375-7289

Information on how the postsecondary institution's students and employees may report concerns of sexual harassment to the postsecondary institution.

Reports can be filed by the victim or a third party who is aware of allegations of sexual violence or sexual harassment, including other students and College employees. Reports should be filed with the Title IX office on campus. Reports can be made in person, via phone, via email, or online.

The following employees are required to report incidents of sexual harassment to the Title IX Office:

- President
- Vice Presidents
- Academic Deans
- Title IX Coordinator and designees
- Deans of Students and Associate Vice Presidents for Student Affairs
- Housing/Residence Life Staff including:
 - Directors
 - Managers
 - Assistant Directors
 - All Residence Hall Advisors
- Athletic Directors and Associate Athletic Directors
- All Coaches
- Campus Security Officers

CSC Title IX Coordinator	PSC Title IX Coordinator	WSC Title IX Coordinator
Jody Motz (Interim) Phone: 308-430-0980 Email: titleixcoordinator@csc.edu	Eulanda Cade Phone: 402-872-2230 Email: title9@peru.edu	Alicia Dorcey Phone: 402-375-7289 Email: aldorce1@wsc.edu

Information on resources, programs, and support available to the postsecondary institution's students and employees to address concerns of sexual harassment.

CSC: [Link to Resources](#)

- **Campus Resources:**
 - 24-Hour Title IX Hotline: 308-430-0980
 - Campus Security: 308-432-6037
 - Campus Safety Escort: 308-360-1887
 - Counseling and Health Services: 308-432-6232
 - CSC Nurse: 308-432-6022
 - Housing Office: 308-432-6466
 - Dean of Students: 308-432-6078
- **Local Resources**
 - Chadron Police Department: 308-432-0510
 - Chadron Community Hospital: 308-432-5586
 - Chadron Medical Clinic: 308-432-4441
 - Western Community Health Resources (WCHR): 308-432-8979
 - The DOVES Program: 308-436-4357
 - Northwest Community Action Partnership: 308-432-3393
 - Chadron Native American Center: 308-432-2174
 - Department of Health and Human Services: 308-432-6151
 - BIRTHRIGHT of Chadron: 308-432-5373
 - Inspirit Counseling: 308-430-1944
 - A Touch of Hope: 308-360-3703
- **National Resources**
 - National Sexual Assault Hotline - (800-656-4673) - RAINN.org
 - National Suicide Prevention Lifeline - (9-8-8)
 - National Domestic Violence Hotline - (800-799-7233)
 - National Center for Victims of Crime - (202-467-8700)

PSC: [Link to Resources](#)

- **Campus Resources**
 - Title IX 24-hour phone: 402-209-3797
 - Campus Security: 402-872-2411
 - Counseling Services: 402-872-2436
- **Local Resources**
 - Nemaha County Sheriff: 402-274-3139
 - Project Response Crisis Center: 800-456-5764
 - Nebraska's Statewide Domestic Violence/Sexual Assault Crisis Line: 800-876-6238

- Nebraska Coalition to End Sexual and Domestic Violence: 402-476-6256
- **National Resources**
 - National Domestic Violence Hotline: 800-799-7233
 - The National Women's Health Information Center: 800-994-9662
 - Men Can Stop Rape: 202-265-6530
 - National Center for Victims of Crime: 800-394-2255
 - Rape, Abuse, and Incest National Network: 800-656-4673 (656-HOPE)
 - National Suicide Prevention Lifeline: 800-273-8255
 - Suicide & Crisis Lifeline: 988

WSC: [Link to Resources](#)

- **Campus Resources**
 - Title IX 402-375-7289
 - Campus Security: 402-375-7216
 - Counseling Center: 402-375-7321
- **Local Resources**
 - Wayne Police Department: 402-375-2626
 - Haven House: 402-375-4633
 - Providence Medical Center: 402-375-3800
 - Bright Horizons: 402-379-3798
 - Nebraska Domestic Violence and Sexual Assault Coalition: 1-800-876-6238
- **National Resources**
 - Rape, Abuse & Incest National Network (RAINN): 1-800-656-4673

Information on any of the postsecondary institution's student or employee-led organizations engaged in supporting victims of sexual harassment.

CSC

Chadron State College has several student organizations that support victims of sexual harassment including S.A.S.H. Club (Students Against Sexual Harassment), Zeta Alpha Kappa, Every Eagle Succeeds, The Nest, The Art Guild, S.W.A.P. Club (Social Work & Psychology), Student Senate.

PSC

Peru State College does not have any specific clubs or organizations engaged in supporting survivors of sexual harassment. However, various student groups participate in programming, sponsor speakers or host events periodically which focus on issuing surrounding sexual harassment or assault. Programs for staff, faculty and students include partnering with Project Response Inc., which a local resource provider for free support and advocacy to survivors of domestic and sexual violence, and related issues in Southeast Nebraska, and provide services to the families, friends, and loved ones of abuse survivors. The Nebraska Coalition to End Sexual and Domestic Violence will be coming to campus in September to provide programming for staff, faculty and students.

WSC

Wayne State College has a Survivors Not Victims Club that helps to bring sexual assault to light, provide preventive measures against sexual assault, and to bring support to those who are survivors.

Any agreement between the postsecondary institution and a local law enforcement agency or the county attorney related to addressing instances of sexual harassment.

The colleges employ campus security officers to provide safety and security to all students, staff, and visitors at their respective campuses. In addition to parking enforcement and enforcing laws and policies on campus, Campus Security provides safety escorts upon request for students and employees.

CSC:

Chadron State College has an interlocal agreement with Chadron Police Department (CPD). The agreement is included in Appendix II.

Campus Security: <https://www.csc.edu/security/>

PSC:

Peru State College does not have an agreement with the Nemaha County Sheriff Office; however, the Sheriff provides law enforcement services for PSC and the City of Peru.

Campus Security: <https://www.peru.edu/security/>

WSC:

Wayne State College has an interlocal agreement with the Wayne Police Department, through the City of Wayne, to provide law enforcement services on campus. The agreement is included in Appendix III. The full MOU is provided in Appendix II.

Campus Security: <https://www.wsc.edu/campus-security>

APPENDIX I

NSCS Policies on Sexual Harassment/Assault

Policy 3020 (Students)

Policy 5011 (Employees)

Board of Trustees of the Nebraska State Colleges

STUDENT AFFAIRS

POLICY NAME: Sexual Harassment & Sex Discrimination

POLICY NUMBER: 3020

A. PURPOSE

The Colleges prohibit discrimination on the basis of sex and are committed to providing an environment free from sexual harassment and sex discrimination. The Colleges take reports of sexual harassment seriously and are committed to providing an impartial and fair process to all parties.

Colleges and universities receiving federal funding, including the Nebraska State Colleges, are required by Title IX of the Education Amendments of 1972 and 34 CFR Part 106 to not discriminate on the basis of sex in their educational programs or activities, including admission and employment. Inquiries about Title IX or 34 CFR Part 106 can be made to the Colleges' respective Title IX Coordinators or to the Assistant Secretary of the Department of Education.¹

This policy constitutes the Nebraska State Colleges' Grievance Policy and Procedures for addressing sexual harassment, including how a student, or others reporting on behalf of a student, may report or file a formal complaint of sexual harassment and how the Colleges will respond to prevent, correct, and discipline behavior found to violate this policy or principles of equal opportunity and access and to provide individualized supportive measures to all impacted students.

¹ The Office for Civil Rights can be contacted by the following methods: Email – OCR@ed.gov; Telephone – 800-421-3481; FAX – 202-453-6012; TDD – 800-877-8339; Website – <https://ocrcas.ed.gov/contact-ocr>. The OCR National Headquarters is located at U.S. Department of Education, Office of Civil Rights, Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW, Washington, DC 20202-1100.

B. DEFINITIONS

1. **Advisor:** An individual selected by the Complainant and/or Respondent to guide them through the grievance process and accompany them to all meetings, including the hearing.
2. **Complainant:** An individual who is alleged to be the victim of sexual harassment.
3. **Confidential Employee:** A College employee who does not have an affirmative duty to report incidents of Sexual Harassment to the Title IX Coordinator, including but not limited to medical or mental health professionals, licensed student counselors, nurses and athletic trainers.
4. **Education Program or Activity:** The College's education programs or activities include locations, events, or circumstances in which the College exercised substantial control over both the Respondent and the context in which the Sexual Harassment occurred, including any building owned or controlled by a student organization official recognized by the College.
5. **Employee:** An individual paid by the College to perform specific duties, including faculty and staff, whether employed part-time or full-time. This definition excludes student-employees and third-party contractors unless otherwise noted.
6. **Formal Complaint:** A statement filed and signed by a Complainant or the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting the College investigate the allegation(s) of Sexual Harassment.
7. **Incapacitation:** Incapacitation refers to a state in which a person is mentally or physically incapable of resisting or appraising the nature of their conduct.²
8. **Preponderance of the Evidence Standard:** A preponderance of the evidence is the greater weight of the evidence indicating it is more likely than not the alleged conduct occurred. This is the standard of review used by the decision-maker to determine whether a respondent has violated this policy.
9. **Respondent:** An individual who is alleged to have engaged in conduct constituting sexual harassment.
10. **Student:** An individual currently enrolled or registered in the College's education program or activity or who has completed the immediately preceding term and is eligible for re-enrollment.
11. **Student-Employee:** An individual who is currently enrolled or registered in the College's educational program or activity and paid by the College to perform specific duties. The Student Employees' primary purpose at the College is to receive an education, which includes, but is not limited to, graduate assistants,

² Neb. Rev. Stat. §28-319(1)(b).

biweekly contract student employees, and other student employees such as resident assistants. Student Employees does not include Employees whose primary purpose is employment and who are also taking classes at the College, including but not limited to, employees covered by collective bargaining agreements, or covered under board policies 5102, 5103, or 5104.

- 12. Supportive Measures:** Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant and Respondent before or after the filing of a report of sexual harassment or Formal Complaint.
- 13. Title IX Coordinator:** The College employee or contractor responsible for responding to reports of Sexual Harassment and conducting investigations of Formal Complaints. For purposes of this policy, references to Title IX Coordinator also refers to a designee assigned to assume all or some of the responsibilities of the Title IX Coordinator.
- 14. Witness:** An individual who has relevant information regarding allegations of Sexual Harassment.

C. POLICY

1. Scope

- 1.1. This policy applies to all students located within the United States, including traditional students, online or distance education students, students participating in dual enrollment programs, and student-employees, regardless of whether the other party involved is a fellow student, an employee, or a third party. Policy 5011 applies to employees alleged to have committed sexual harassment.
- 1.2. This policy applies to students and conduct occurring within the Colleges' education programs and activities, which include:
 - The physical campus of the College;
 - Areas owned or controlled by the College;
 - Locations, events, or circumstances in which the College exercises substantial control over both the Respondent and the context in which the sexual harassment occurs; and
 - Any building owned or controlled by a student organization officially recognized by the College.

2. Prohibited Conduct

Sexual Harassment is prohibited and includes the following types of conduct set forth below.

- 2.1. Quid Pro Quo Harassment occurs when an employee or student-employee of the College explicitly or implicitly conditions the provision of

an aid, benefit, or service of the College on an individual's participation in unwelcome sexual conduct.

2.2. Severe, Pervasive, and Objectively Offensive and Unwelcome conduct occurs when an individual's unwelcome conduct is determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the College's education program or activity.

- Unwelcomeness and objective offense are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident(s) occurred and any similar previous patterns that may be evidenced.

2.3. Sexual Assault is any sexual act, directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent; and includes unlawful sexual intercourse. which includes the following types of conduct set forth below:

- Rape: Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of that person including instances where the person is incapable of giving consent because of their age or their temporary or permanent mental or physical incapacity.
- Fondling: The touching of the private body parts of another person or causing another person to touch another's private body parts, intentionally for a sexual purpose without the consent of that person, including instances where the person is incapable of giving consent because of their age or their temporary or permanent mental or physical incapacity.
- Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Nebraska State law.³
- Statutory Rape: Non-forcible sexual intercourse with a person who is under the statutory age of consent of 16.⁴

2.4. Dating Violence

Violence committed by a person who is or has been in a social relationship or a romantic or intimate nature with that person.

³ Neb. Rev. Stat. § 28-702

⁴ Neb. Rev. Stat. § 28-319.01

- The existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the individuals involved in the relationship.
- Dating Violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating Violence does not include acts covered under Domestic Violence.

2.5. Domestic Violence

A felony or misdemeanor crime of violence committed by:

- A current or former spouse or intimate partner of a person;
- A person with whom the person shares a child in common;
- A person who is cohabitating with, or has cohabitated with, another person as a spouse or intimate partner;
- A person similarly situated to a spouse of the other person under the domestic or family violence laws of Nebraska;
- Any other person against an adult or youth the Complainant who is protected from the person's acts under the domestic or family violence laws of Nebraska

2.6. Stalking

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of other or suffer substantial emotional distress.

- Course of conduct means two (2) or more acts, including but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily require, medical or other professional treatment or counseling.

2.7. Sexual Exploitation

Engaging in conduct where one party takes non-consensual or abusive sexual advantage of another person for their own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct offenses. Examples of sexual exploitation include, but are not limited to:

- Prostituting another person;
- Non-consensual visual or audio recording of sexual activity;

- Non-consensual display or distribution of photos, images, or information of an individual's sexual activity or private body parts;
- Non-consensual voyeurism;
- Coercing someone against their will to engage in sexual activity, or
- Knowingly transmitting a sexually transmitted disease (STD) without disclosing STD status.

2.8. Retaliation

Intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured under Title IX or 34 CFR Part 106, or because the individual made a complaint or report, testified, assisted, participated, or refused to participate in an investigation, proceeding, or hearing under this policy.

3. Consent

3.1. Consent is positive cooperation in an act or an expression of the intent to engage in an act. The presence or absence of consent must be based on the totality of the circumstances, including the context in which the conduct occurred.

- Consent to a sexual act must be given by an individual voluntarily, and with knowledge and understanding of the nature of the act and their participation in it.
- A person may express their consent or lack of consent verbally, physically, or through conduct in a manner understood by a reasonable person under the circumstances.
- Consent can be withdrawn by any party at any time through words or conduct.
- Consent cannot be inferred from silence or passivity alone.
- A person need not resist verbally or physically when it would be futile to do so as understood by a reasonable person under the circumstances.
- Consent to one type of sexual activity does not necessarily constitute consent to another type of sexual activity.

3.2. A person lacks the capacity to consent when they:

- Are incapacitated by drugs or alcohol;
- Are unconscious, passed out, asleep, coming in and out of consciousness;
- Have a mental or physical disorder, illness, or disability that renders them incapacitated; or

- Are forced, coerced, intimidated, or deceived into providing consent.

4. Reporting Sexual Harassment

- 4.1. Any person may report sex discrimination, including Sexual Harassment, to the College by contacting the Title IX Coordinator. Such contact may be made verbally either in person or by telephone or in writing by delivering a written document in person, by mail, or by email.
- 4.2. For purposes of this policy, the following employees are required to report incidents of sexual harassment to the Title IX Coordinator.
 - President
 - Vice Presidents
 - Academic Deans
 - Title IX Coordinator and designees
 - Deans of Students and Associate Vice Presidents for Student Affairs
 - Housing/Residence Life Staff including:
 - Directors
 - Managers
 - Assistant Directors
 - All Residence Hall Advisors
 - Athletic Directors and Associate Athletic Directors
 - All Coaches
 - Campus Security Officers
- 4.3. Medical or mental health professionals employed by the College, including licensed student counselors, nurses, and athletic trainers are Confidential Employees and respect and protect confidential communications from students, faculty, and staff to the extent they are legally able and/or required to do so.
- 4.4. A confidential employee may report sexual misconduct to the Title IX Coordinator without identifying the person(s) affected by the sexual misconduct or providing other confidential information and may offer to the affected person(s) information, resources, and reporting options.
- 4.5. All College employees, including Confidential Employees, are required by state law to report allegations or reasonable suspicion of child abuse or neglect, including sexual assault or abuse of a person eighteen (18) years of age or younger, to either law enforcement or the Department of Health and Human Services. The Child Abuse and Neglect Hotline is (800) 652-1999.
- 4.6. Law Enforcement and Judicial Involvement

- A Complainant can choose to report the conduct only to the College, only to law enforcement, or to both the College and law enforcement.
- If a report to law enforcement is made, the College will cooperate with any law enforcement investigation.
- Regardless of whether law enforcement chooses to prosecute a reported offense, the College may pursue disciplinary action against a student or employee alleged to have committed Sexual Harassment.
- A Complainant may obtain medical care for the purpose of collecting and preserving physical evidence of an alleged offense.
 - Health care providers are required to report to law enforcement when an injury appears to have been received in connection with, or as a result of, the commission of an actual or attempted sexual assault.⁵
 - Additional information about the options for reporting to law enforcement and evidence collection is available in the Nebraska Medical Sexual Assault Protocol.
- Parties may also pursue judicial remedies such as orders of protection, no contact orders, restraining orders, or similar lawful orders issued by criminal, civil, or tribal courts.
 - Parties are responsible for notifying the College of any orders issued by criminal, civil, or tribal courts and should provide a copy of such order to the Title IX Coordinator as soon as reasonably possible.
 - The Title IX Coordinator may discuss with the party options regarding enforcing the order within a College Educational Program or Activity.

4.7. Student Privacy and Disclosure of Information

- The College appreciates the privacy concerns inherent in allegations of Sexual Harassment and will take reasonable steps to avoid disclosure of the names of students or other identifying information to third parties. Disclosure may be made consistent with Board Policy 3650 or if:
 - Prior written permission is given by the student;
 - The disclosure is necessary to conduct an investigation;
 - The disclosure is necessary to implement a Supportive Measure;

⁵ *Nebraska Medical Sexual Assault Protocol*, Nebraska Attorney General's Office, July 2019. Available at <https://ago.nebraska.gov/sites/ago.nebraska.gov/files/doc/Nebraska%20Medical%20Sexual%20Assault%20Protocol%20FINAL.pdf>

- The disclosure is necessary to pursue disciplinary action; or
- The disclosure is otherwise required by law.
- The College is required by the Clery Act, 20 U.S.C. § 1092(f) to include information about reports of criminal sexual misconduct in annual security report statistics. These reports do not identify the individuals involved.
- Student Athletes are subject to disclosure requirements set forth in Board Policy 3740.

5. Role of the Title IX Coordinator

5.1. Each College is required to designate one or more employees as Title IX Coordinator. The names and contact information for each College's Title IX Coordinator are:

- Chadron State College
Jody Motz
Email: jmotz@csc.edu
Phone: (308) 430-0980
Address: Crites Hall 351
1000 Main Street, Chadron, NE 69337
<https://www.csc.edu/titleix/>
- Peru State College
Eulanda Cade
Email: ecade@peru.edu
Phone: (402) 209-3797
Address: Administration 312
P.O. Box 10, Peru, NE 68421
<https://www.peru.edu/titleix/>
- Wayne State College
Alicia Dorcey McIntosh
Email: aldorce1@wsc.edu
Phone: (402) 375-7321
Address: Student Center 103C
1111 North Main Street, Wayne, NE 68787
<http://www.wsc.edu/titleix/>

5.2. The Title IX Coordinator is responsible for responding to reports of Sexual Harassment at the College by ensuring:

- The coordination of supportive measures;
- The facilitation of informal resolutions of Formal Complaints, when appropriate;
- The investigation of Formal Complaints of Sexual Harassment; and

- The creation of an investigative report which summarizes and assesses the credibility of the available evidence and synthesizes the areas of dispute and agreement.
- 5.3. The Title IX Coordinator may utilize the services of designees, other employees, and/or contracted services to satisfy the requirements of this policy.

6. Response to Reports of Sexual Harassment

- 6.1. Upon receipt of a report of Sexual Harassment, the Title IX Coordinator will promptly meet with the Complainant for the following purposes:
- To discuss the report, review the availability of Supportive Measures, and determine the Complainant's wishes regarding Supportive Measures;
 - To listen to the Complainant's account and ask questions to gain a better understanding of the nature of the alleged incident;
 - To explain the policy, the definition of Sexual Harassment, and the Grievance Process; and
 - To discern the Complainant's wishes for next steps with respect to the Grievance Process.
- 6.2. The Title IX Coordinator must determine whether the alleged conduct can be addressed under this policy or whether the alleged conduct may be more appropriately addressed pursuant to a different Board or College policy or process.
- If the determination cannot be made based upon the information available, the Title IX Coordinator may seek additional information for purposes of making the determination; however, the Title IX Coordinator cannot conduct an investigation unless a Formal Complaint has been submitted.
 - If the alleged conduct is determined not to fall within this policy, the Title IX Coordinator will refer the Complainant and the report to the appropriate College official. The responsibility for facilitating any Supportive Measures will depend upon the circumstances.
- 6.3. Supportive Measures
- Supportive Measures must be reasonable and are offered to restore and preserve equal access to the College's education programs and activities without unreasonably burdening the other party, to protect the safety of all parties or the educational environment, and/or to deter Sexual Harassment.
 - All parties are treated equitably when offered Supportive Measures.

- The College may also utilize Supportive Measures as supplemental tools in disciplinary action, sanctions, or Informal Resolutions.
- Requests for Supportive Measures must be made directly to the Title IX Coordinator, who will facilitate implementation.
- Supportive Measure may include, but are not limited to the following:
 - Referral to counseling services;
 - Reasonable academic accommodations;
 - Changes to on-campus housing;
 - Changes to employment situations;
 - Use of Campus Security escort services;
 - Bi-lateral no contact orders; and
 - Other similar measures.

6.4. Emergency Removal of Respondents

- The College may remove a Respondent from the College's education program or activity on an emergency basis if, after conducting an individualized safety and risk assessment, it determines that the Respondent presents an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment.
- Decisions to remove a Respondent on an emergency basis will be made by the Vice President, Associate Vice President, or Dean responsible for Student Affairs as designated by the President based upon the outcome of the individualized safety and risk assessment.
- If removal is deemed appropriate, the party can challenge the decision by submitting a written appeal per Section 7.10 of this policy.

7. Grievance Process

7.1. Formal Complaint

- In order to commence the Grievance Process, the Complainant must submit a signed Formal Complaint alleging Sexual Harassment against a Respondent(s) and requesting the College investigate the allegations.
- At the time of filing the Formal Complaint, the Complainant must be participating in or attempting to participate in the College's education program or activity.
- The Title IX Coordinator may sign a Formal Complaint on behalf of the Complainant. However, the Title IX Coordinator does not become a party to the Formal Complaint.

7.2. Notice of Allegations

- Upon receipt of a Formal Complaint, the Title IX Coordinator will provide the Complainant and Respondent a Notice of Allegations and Investigation.
- The Respondent's notice must include sufficient detail known at the time for the Respondent to respond. The Title IX Coordinator will provide the Respondent with sufficient time to review the Notice of Allegations prior to Respondent's initial investigatory interview.

7.3. Advisor:

- Parties are entitled to select an Advisor of their choice at any time throughout the Grievance Process. Parties must have an Advisor during the hearing on a Formal Complaint, as the Advisor is responsible for asking the other party and all witnesses any relevant questions on behalf of their advisee. In all other instances throughout the grievance process (including interviews, meetings, and correspondence), the party will speak for themselves.
 - The College will maintain a list of trained employees who may be available to act as an Advisor.
 - If a party has selected an Advisor, the party should notify the Title IX Coordinator of the individual's name and contact information. The party will be asked to sign a FERPA waiver to allow information to be shared. A party's Advisor may accompany them to any meetings and assist in guiding the party through the Grievance Process.
 - The Title IX Coordinator provides information and updates to the parties involved. It is each party's responsibility to share information and updates with their Advisor as needed throughout the Grievance Process. However, circumstances may arise in which communications from the Title IX coordinator may need to include the Advisor.
 - If an Advisor is an attorney, their participation is subject to the same limitations as any non-attorney Advisor.
- If at the time the Pre-Hearing Meeting is scheduled, a party does not yet have an Advisor, the College will appoint one for them without any fee or charge to the party.

7.4. Grievance Process Overview

- The Grievance Process is a fair and impartial process during which all parties will have an opportunity to provide their account of the alleged incident, respond to the other party's account, and review evidence directly related to the allegations. All relevant inculpatory and exculpatory evidence will be objectively evaluated.

- Individuals cannot be required to participate in the Grievance Process.
- A Respondent is presumed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Grievance Process.
- The burden of proof and the responsibility for gathering evidence rests on the College, not the parties.
- Credibility determinations are not based on a person's status as a Complainant, Respondent, or Witness.
- Parties are prohibited from knowingly making false statements or submitting false information during the Grievance Process.
- The Complainant has two (2) options to resolve a Formal Complaint of Sexual Harassment:
 - The College investigates the allegations and completes an investigatory report, and after a hearing, a determination regarding responsibility is made; or
 - At any point during the process prior to a determination regarding responsibility, the Complainant and Respondent both agree to Informal Resolution.
- The College strives to complete the Grievance Process within sixty (60) business days from the date the Respondent receives Notice of the Allegations and Investigation unless good cause exists to extend this timeline under Section 7.12.

7.5. Investigation

- The Title IX Coordinator assigned to the matter may conduct the investigation or assign the investigation to a Designee, another College employee sufficiently trained to conduct the investigation, or a third-party investigator, all of whom are referred to as the "Investigator" for purposes of this policy.
- The Investigator will endeavor to complete the investigation in a timely manner.
- The Investigator is responsible for gathering evidence through:
 - Interviews of the Complainant, Respondent, and any Witness(es);
 - Collecting physical, written, video, recorded, text messages, and similar information, regardless of the format, that may provide relevant information regarding the allegations set forth in the Formal Complaint.
 - If a party wishes for their medical records, prior educational records, or other records that are external to the College to be considered in the Grievance Process, they must provide written

consent for those records to be released to the College and make arrangements for the records to be provided to the College.

- Once the evidence has been gathered, the Investigator will provide both parties with electronic copies of the evidence obtained from the investigation that is directly related to the allegations, including both inculpatory and exculpatory evidence. If the Investigator is a person other than the Title IX Coordinator, the Investigator will also provide the evidence to the Title IX Coordinator.
 - The parties will have ten (10) calendar days to submit a written response to the Investigator for purposes of correcting or clarifying the evidence or provide additional relevant information.
 - Any written responses received from the parties will be included in the Investigative Report.
 - A party's failure to respond will be taken as their confirmation that the evidence provided is accurate and complete for purposes of the Grievance Process.
- The Investigator will then prepare the Investigative Report that organizes and fairly summarizes the relevant evidence and synthesizes areas of dispute and agreement between the parties.
- The Investigator will provide the Investigative Report and any additional evidence not previously provided to the parties to the parties electronically at least ten (10) calendar days prior to the Hearing. If the Investigator is a person other than the Title IX Coordinator, the Investigator must also provide the Investigative Report and evidence to the Title IX Coordinator. The parties shall have ten (10) calendar days to provide a written response to the Investigative Report to the Investigator.

7.6. Pre-Hearing

- After the completion of the Investigation Report, the Title IX Coordinator shall designate a hearing chairperson. The College has the discretion, but is not required, to designate two (2) additional hearing panelists to conduct the hearing with the hearing chairperson.
- Once a designation is made, the Title IX Coordinator will:
 - Provide written notice to the parties of the designated hearing chairperson and additional panelists when applicable.
 - Provide the Investigative Report and evidence electronically to the hearing chairperson.
 - Schedule a tentative hearing date, time, and location for the hearing.

- If a party has a concern regarding bias or conflict of interest with respect to the hearing chairperson or a panelist, the party must inform the Title IX Coordinator in writing of the basis for the concern.
 - The Title IX Coordinator will provide notice of the concern raised to the other party.
 - The Title IX Coordinator is responsible for determining whether a bias or conflict of interest exists.
 - The Title IX Coordinator will inform both parties in writing of their decision regarding whether the hearing chairperson or panelist will be retained or removed and if applicable the individual appointed to replace them.
- The Title IX Coordinator will assist the hearing chairperson in scheduling a pre-hearing meeting with the parties and Advisors for purposes of determining a date, time, and location of the hearing, identifying witnesses, reviewing the conduct of the hearing, and the relevancy of evidence.
 - The pre-hearing meeting may take place remotely via electronic means or in-person.
 - The hearing chairperson, in consultation with the Title IX Coordinator, may choose to conduct separate pre-hearing meetings with the parties if warranted by the circumstances or requested by one or both of the parties.
 - If the parties wish to call specific witnesses, beyond those the hearing chairperson intends to call, the parties must provide the hearing chairperson with the names and contact information of the witnesses.
- The hearing chairperson, with the assistance of the Title IX Coordinator, is responsible for providing notices and summoning witnesses for the hearing.
- If the College has elected to use a hearing panel, the hearing chairperson, with the assistance of the Title IX Coordinator, will provide the Investigatory Report, evidence, witness lists, and hearing information to the hearing panelists.
- The hearing panelists may also request the attendance of witnesses at the hearing.

7.7. Hearing

- The College will conduct a live hearing as soon as practicable after the pre-hearing meeting.

- o The College shall create an audio, audio-visual recording, or transcript of any Hearing and make it available to the parties for inspection and review.
- o The hearing chairperson is responsible for directing the conduct of the hearing.
- o The Title IX Coordinator shall provide logistical assistance with respect to the hearing and be present at the hearing to provide clarification regarding policy and process.
- o The Investigator must be present at the hearing to answer questions or clarify information with the Investigatory Report.
- Each party's Advisor will be permitted to present relevant evidence and ask relevant questions of the other party and witnesses.
 - o The hearing chairperson and any hearing panelists are also entitled to ask questions of witnesses during the hearing.
 - o The hearing chairperson and any hearing panelists are also entitled to ask questions of witnesses during the hearing.
 - o After each question asked by an Advisor or hearing panelist, the hearing chair must determine whether the question is relevant and instruct the individual whether they may answer. If a question or evidence is excluded based upon relevance, the hearing chairperson must provide a reason in the written Determination of Responsibility.
- With respect to determining relevance, questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless:
 - o Offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant;
 - o Concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent; or
- All parties, advisors, witnesses, and other participants are expected to conduct themselves in a respectful and civil manner. The hearing officer can require the removal of any person who fails to do so; however, the hearing officer must take steps to ensure that the removal of the individual does not negatively affect the fairness of the process.

7.8. Deliberations and Determination of Responsibility

- In determining whether Sexual Harassment occurred and whether a Respondent is responsible for the Sexual Harassment, the decision-maker(s) shall use the preponderance of the evidence standard.

- If a hearing panel is being utilized, the hearing panel will convene within forty-eight (48) hours of the end of the hearing to reach a decision as to responsibility.
- If a hearing panel is being utilized, the decision will be based upon majority vote, with the hearing chairperson and each hearing panelist having a vote.
- The hearing chairperson is responsible for providing a written determination to both parties regarding responsibility including any sanctions or disciplinary action within ten (10) calendar days of the conclusion of the hearing.

7.9. Sanctions and Remedies

If the Respondent is found responsible, the Panel shall determine appropriate sanctions based after consideration of relevant factors. The factors considered by the Panel when determining sanctions and responsive actions may include:

- The nature, severity of, and circumstances surrounding the violation,
- The Respondent's disciplinary history,
- The need for sanctions to bring an end to the sex discrimination, sex-based harassment, and/or retaliation,
 - The need for sanctions to prevent the future recurrence of sex discrimination, sex-based harassment, and/or retaliation
 - The need to remedy the effects of the sex discrimination, sex-based harassment, and/or retaliation on the Complainant and the community
 - The impact on the Parties
 - Any other information deemed relevant by the Panelists
- The sanctions will be implemented as soon as it is feasible once a determination is final, either upon the outcome of any appeal or the expiration of the window to appeal, without an appeal being requested.
- The following are the common sanctions that may be imposed upon students: Reprimand; Required Counseling; Restrictions on Certain Activities; Restrictions from Housing; Restrictions from Campus Facilities; Required Education; Required Training; Probation; Suspension; and/or Expulsion.

7.10. Appeal

- The Complainant and/or the Respondent may appeal decisions to the President, including a determination regarding responsibility; a decision regarding dismissal of a Formal Complaint; and/or a decision to remove a student on an emergency basis. Appeals

must be submitted to the President and Title IX Coordinator in writing within five (5) calendar days of the hearing chairperson sending their decision.

- The Title IX Coordinator will provide written notice to both parties of the appeal and provide them both five (5) calendar days to submit to the President and Title IX Coordinator a written statement in support of or challenging the decision being appealed.
- The Title IX Coordinator will provide the President the record of the investigation and hearing.
- A Party may challenge a decision to remove them on an emergency basis under Section 6.4 of this policy that the Vice President, Associate Vice President or Dean responsible for Student Affairs as designated by the President erred in determining that they represented an immediate threat to the physical health or safety of any student or other individual.
- The permissible bases for appeal of a determination of responsibility or dismissal of a Formal Complaint are:
 - Procedural irregularity that affected the outcome;
 - New evidence that was not reasonably available at the time the determination was made that could have affected the outcome; or
 - The Title IX Coordinator, designee, hearing chairperson, or hearing panelist had a conflict of interest or bias for or against a party or Complainants or Respondents generally that affected the outcome.
- The President, or when appropriate his designee, will send or cause to be sent a written decision regarding the appeal and the rationale for the decision as soon as practicable.
- If an appeal is filed, the determination of responsibility does not become final unless and until it is upheld by the President. If no appeal is filed, the determination of responsibility becomes final after the period for appeal has passed.

7.11. Informal Resolution

- At any time after a Formal Complaint is filed but prior to reaching a determination regarding responsibility, the parties may request to engage in an Informal Resolution process established by the College.
- Both parties must provide voluntary, written consent to participate in Informal Resolution.
- Informal Resolution cannot be used to resolve allegations that an employee sexually harassed a student, including allegations involving a student-employee if the alleged conduct occurred in the context of their employment.
- The Title IX Coordinator assigned to the matter may facilitate the Informal Resolution process or assign a Designee, another College employee or a third-party, all of whom are referred to as the Facilitator for purposes of this section.
- The Facilitator will provide the parties with written notice disclosing the allegations, the requirements of the Informal Resolution process, and the rights and responsibilities resulting from participation in the process.
- The Facilitator can present a framework of potential remedies to guide the parties in negotiation, facilitate the process, and assist in reducing any agreement to writing, but the parties themselves must come to an agreement.
- The Title IX Coordinator, in consultation with appropriate College officials, is responsible for reviewing and determining whether any agreement reached through the Informal Resolution process is appropriate.

7.12. Temporary Delays and Extensions of Time

- The College may temporarily delay the grievance process or provide limited extensions of time for good cause.
- Either party may request a temporary delay of the grievance process or an extension of time for good cause by submitting a written request to the Title IX Coordinator.
- For purposes of this section, good cause may include, but not be limited to:
 - The absence or unavailability of a party, an Advisor, a Witness, or other person necessary to the grievance process;
 - Concurrent law enforcement activity; or
 - The need for language assistance or disability accommodation.

- The Title IX Coordinator will notify the parties in writing of any delay in the process or extensions of time and the reasons for any such delay or extension.

7.13. Dismissal of a Formal Complaint

- **Mandatory Dismissal:** The College is required to dismiss a Formal Complaint if:
 - The alleged conduct, if proven, would not constitute Sexual Harassment as defined in this policy.
 - The alleged conduct did not occur in the College's education program or activity; or
 - The alleged conduct did not occur against a person in the United States.
- **Permissive Dismissal:** The College may dismiss a Formal Complaint if:
 - The Complainant withdraws a Formal Complaint in writing;
 - The Respondent is no longer enrolled in or employed by the College; or
 - Specific circumstances prevent the College from gathering evidence sufficient to reach a determination.
- The parties will receive written notice of any dismissal including the basis for the dismissal.
- Parties may appeal the dismissal of a Formal Complaint pursuant to Section 7.10 of this policy.
- Allegations dismissed under a mandatory dismissal may be addressed pursuant to Board Policy 3100 under the Student Code of Conduct.

FORMS/APPENDICES:

None

SOURCE:

Legal Reference:	Neb. Rev. Stat. 28-319	Sexual assault; first degree; penalty.
	Neb. Rev. Stat. 28-319.01	Sexual assault of a child; first degree; penalty.
	Neb. Rev. Stat. 28-702	Incestuous marriages; declared void.
	Neb. Rev. Stat. 28-711	Child subjected to abuse or neglect; report; contents; toll-free number.
	Clery Act 20 U.S.C. 1092(f)	
	34 CFR 106.45(3)(i)	

Policy Adopted: June 2012 (Effective July 2012)

Policy Revised: July 2013, December 2013, April 2014 (Effective July 2014), November 2014, January 2015, March 2015 (Effective July 2015), August 2015, March 2016, October 2016, June 2017, July 2017, June 2018, July 2020, August 2020, February 2021, June 2021, October 2021, February 2022, September 2022, September 2023, March 2025, August 2025

Board of Trustees of the Nebraska State Colleges

PERSONNEL

POLICY
NAME: Sexual Harassment & Sex Discrimination

POLICY
NUMBER: 5011

A. PURPOSE

The Colleges prohibit discrimination on the basis of sex and are committed to providing an environment free from sexual harassment and sex discrimination. The Colleges take reports of sexual harassment seriously and are committed to providing an impartial and fair process to all parties.

Colleges and universities receiving federal funding, including the Nebraska State Colleges, are required by Title IX of the Education Amendments of 1972 and 34 CFR Part 106 to not discriminate on the basis of sex in their educational programs or activities, including admission and employment. Inquiries about Title IX or 34 CFR Part 106 can be made to the Colleges' respective Title IX Coordinators or to the Assistant Secretary of the Department of Education.¹

This policy constitutes the Nebraska State Colleges' Grievance Policy and Procedures for addressing sexual harassment, including how an employee, or others reporting on behalf of an employee, may report or file a formal complaint of sexual harassment and how the Colleges will respond to prevent, correct, and discipline behavior found to violate this policy or principles of equal opportunity and access.

An employee alleged to have committed sexual harassment may be disciplined under this policy and/or prosecuted under Nebraska criminal statutes. Additional Board Policies, Employee Handbooks and Collective Bargaining Agreements also apply to employees alleged to have committed sexual harassment.

¹ The Office for Civil Rights can be contacted by the following methods: Email – OCR@ed.gov; Telephone – 800-421-3481; FAX – 202-453-6012; TDD – 800-877-8339; Website – <https://ocrcas.ed.gov/contact-ocr> The OCR National Headquarters is located at U.S. Department of Education, Office of Civil Rights, Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW, Washington, DC 20202-1100

B. DEFINITIONS

1. **Advisor:** An individual selected by the Complainant and/or Respondent to guide them through the grievance process and accompany them to all meetings, including the hearing.
2. **Complainant:** An individual who is alleged to be the victim of sexual harassment.
3. **Confidential Employee:** A College employee who does not have an affirmative duty to report incidents of Sexual Harassment to the Title IX Coordinator, including but not limited to medical or mental health professionals, licensed student counselors, nurses, and athletic trainers.
4. **Employee:** An individual paid by the College to perform specific duties, including faculty and staff, whether employed part-time or full-time. This definition excludes student-employees and third-party contractors unless otherwise noted.
5. **Forcible Sex Offense:** Any sexual act directed against another person without the consent of that person including instances in which the person is incapable of giving consent.
6. **Formal Complaint:** A statement filed and signed by a Complainant or the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting the College investigate the allegation(s) of Sexual Harassment.
7. **Incapacitation:** Incapacitation refers to a state in which a person is mentally or physically incapable of resisting or appraising the nature of their conduct.²
8. **Preponderance of the Evidence Standard:** A preponderance of the evidence is the greater weight of the evidence indicating it is more likely than not the alleged conduct occurred. This is the standard of review used by the decision-maker to determine whether a Respondent has violated this policy.
9. **Respondent:** An individual who is alleged to have engaged in conduct constituting sexual harassment.
10. **Student:** An individual currently enrolled or registered in the College's education program or activity or who has completed the immediately preceding term and is eligible for re-enrollment.
11. **Student-Employees.** An individual who is currently enrolled or registered in the College's educational program or activity and paid by the College to perform specific duties. The Student Employees' primary purpose at the College is to receive an education, which includes, but is not limited to, graduate assistants, biweekly contract student employees, and other student employees such as resident assistants. Student Employees does not include Employees whose primary purpose is employment and who are also taking classes at the College,

1. ² Neb. Rev. Stat. §28-319(1)(b).

including but not limited to, employees covered by collective bargaining agreements, or covered under board policies 5102, 5103, or 5104.

12. Supportive Measures: Non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant and Respondent before or after the filing of a report of sexual harassment or Formal Complaint.

13. Title IX Coordinator: The College employee or contractor responsible for responding to reports of Sexual Harassment and conducting investigations of Formal Complaints. For purposes of this policy, references to Title IX Coordinator also refers to a designee assigned to assume all or some of the responsibilities of the Title IX Coordinator.

14. Witness: An individual who has relevant information regarding allegations of Sexual Harassment.

C. POLICY

1. Scope

- 1.1. This policy applies to all employees located within the United States, including, part-time and full-time employees, regardless of whether the other party involved is a fellow student, an employee, or a third party. Policy 3020 applies to students and student-employees alleged to have committed sexual harassment.
- 1.2. This policy applies to the Colleges' education programs and activities, which include:
 - The physical campus of the College;
 - Areas owned or controlled by the College;
 - Locations, events, or circumstances in which the College exercises substantial control over both the Respondent and the context in which the sexual harassment occurs; and
 - Any building owned or controlled by a student organization officially recognized by the College.
 - For purposes of this policy, education programs and activities include employment.

2. Prohibited Conduct

Sexual Harassment is prohibited and includes the following types of conduct set forth below.

- 2.1. Quid Pro Quo Harassment occurs when an employee or student-employee of the College conditions the provision of an aid, benefit, or service of the College on an individual's participation in unwelcome sexual conduct.

2.2. Severe, Pervasive, and Objectively Offensive and Unwelcome conduct occurs when an individual's unwelcome conduct is determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the College's education program or activity.

- Unwelcomeness and objective offense are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident(s) occurred and any similar previous patterns that may be evidenced.

2.3. Sexual Assault is an offense classified as a forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation ³ which includes:

- Forcible Rape: Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of that person.
- Forcible Sodomy: Oral or anal sexual intercourse with another person, forcibly and/or against that person's will, or not forcibly or against the person's will in instances where the person is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- Sexual Assault with an Object: To use an object or instrument to penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will or not forcibly or against the person's will in instances where the person is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- Forcible Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, including, but not limited

³ The 2020 Department of Education's Title IX Regulations state the following in footnote 791 on page 547: The Clery Act, 20 U.S.C. 1092(f)(6)(A)(v) defines "sexual assault" to mean an "offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation." The FBI UCR, in turn, consists of two crime reporting systems: The Summary Reporting System (SRS) and the National Incident-Based Reporting System (NIBRS). U.S. Dep't. of Justice, Criminal Justice Information Services, SRS to NIBRS: The Path to Better UCR Data (Mar. 28, 2017). The current Clery Act regulations, 34 CFR 668.46(a), direct recipients to look to the SRS for a definition of rape and to NIBRS for a definition of fondling, statutory rape, and incest as the offenses falling under "sexual assault." The FBI has announced it will retire the SRS and transition to using only the NIBRS in January 2021. Federal Bureau of Investigation, Criminal Justice Information Services, Uniform Crime Reporting (UCR) Program, National Incident-Based Reporting System (NIBRS), <https://www.fbi.gov/services/cjis/ucr/nibrs>. NIBRS' forcible and nonforcible sex offenses consist of: rape, sodomy, and sexual assault with an object (as well as fondling, statutory rape, and incest, as noted above). Thus, reference to the Clery Act will continue to cover the same range of sex offenses under the FBI UCR regardless of whether or when the FBI phases out the SRS.

to, the buttocks, groin, and breasts, forcibly and/or against that person's will, or not forcibly or against the person's will in instances where the person is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

- Incest: Non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Nebraska State law.⁴
- Statutory Rape: Non-forcible sexual intercourse with a person who is under the statutory age of consent of 16.⁵

2.4. Dating Violence

Violence committed by a person who is or has been in a social relationship or a romantic or intimate nature with that person.

- The existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the individuals involved in the relationship.
- Dating Violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating Violence does not include acts covered under Domestic Violence.

2.5. Domestic Violence

A felony or misdemeanor crime of violence committed by:

- A current or former spouse or intimate partner of a person;
- A person with whom the person shares a child in common;
- A person who is cohabitating with, or has cohabitated with, another person as a spouse or intimate partner;
- A person similarly situated to a spouse of the other person under the domestic or family violence laws of Nebraska;
- Any other person against an adult or youth the Complainant who is protected from the person's acts under the domestic or family violence laws of Nebraska

2.6. Stalking

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

⁴ Neb. Rev. Stat. § 28-702

⁵ Neb. Rev. Stat. § 28-319.01

- Course of conduct means two (2) or more acts, including but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily require, medical or other professional treatment or counseling.

2.7. Sexual Exploitation

Engaging in conduct where one party takes non-consensual or abusive sexual advantage of another person for their own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct offenses. Examples of sexual exploitation include, but are not limited to:

- Prostituting another person;
- Nonconsensual visual or audio recording of sexual activity;
- Non-consensual display or distribution of photos, images, or information of an individual's sexual activity or private body parts;
- Non-consensual voyeurism;
- Coercing someone against their will to engage in sexual activity, or
- Knowingly transmitting a sexually transmitted disease (STD) without disclosing STD status.

2.8. Retaliation

Intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured under Title IX or 34 CFR Part 106, or because the individual made a complaint or report, testified, assisted, participated, or refused to participate in an investigation, proceeding, or hearing under this policy.

3. Consent

3.1. Consent is positive cooperation in an act or an expression of the intent to engage in an act. The presence or absence of consent must be based on the totality of the circumstances, including the context in which the conduct occurred.

- Consent to a sexual act must be given by an individual voluntarily, and with knowledge and understanding of the nature of the act and their participation in it.

- A person may express their consent or lack of consent verbally, physically, or through conduct in a manner understood by a reasonable person under the circumstances.
 - Consent can be withdrawn by any party at any time through words or conduct.
 - Consent cannot be inferred from silence or passivity alone.
 - A person need not resist verbally or physically when it would be futile to do so as understood by a reasonable person under the circumstances.
 - Consent to one type of sexual activity does not necessarily constitute consent to another type of sexual activity.
- 3.2. A person lacks the capacity to consent when they:
- Are incapacitated by drugs or alcohol;
 - Are unconscious, passed out, asleep, coming in and out of consciousness;
 - Have a mental or physical disorder, illness, or disability that renders them incapacitated; or
 - Are forced, coerced, intimidated, or deceived into providing consent.

4. Reporting Sexual Harassment

- 4.1. Any person may report sex discrimination, including Sexual Harassment, to the College by contacting the Title IX Coordinator. Such contact may be made verbally either in person or by telephone or in writing by delivering a written document in person, by mail, or by email.
- 4.2. For purposes of this policy, the following employees are required to report incidents of sexual harassment to the Title IX Coordinator.
- President
 - Vice Presidents
 - Academic Deans
 - Title IX Coordinator and designees
 - Deans of Students and Associate Vice Presidents for Student Affairs
 - Housing/Residence Life Staff including:
 - Directors
 - Managers
 - Assistant Directors
 - All Residence Hall Advisors

- Athletic Directors and Associate Athletic Directors
 - All Coaches
 - Campus Security Officers
- 4.3. Medical or mental health professionals employed by the College, including licensed student counselors, nurses, and athletic trainers are Confidential Employees and respect and protect confidential communications from students, faculty, and staff to the extent they are legally able and/or required to do so.
- 4.4. A confidential employee may report sexual misconduct to the Title IX Coordinator without identifying the person(s) affected by the sexual misconduct or providing other confidential information and may offer to the affected person(s) information, resources, and reporting options.
- 4.5. All College employees, including Confidential Employees, are required by state law to report allegations or reasonable suspicion of child abuse or neglect, including sexual assault or abuse of a person eighteen (18) years of age or younger, to either law enforcement or the Department of Health and Human Services. The Child Abuse and Neglect Hotline is (800) 652-1999.
- 4.6. Law Enforcement and Judicial Involvement
- A Complainant can choose to report the conduct only to the College, only to law enforcement, or to both the College and law enforcement.
 - If a report to law enforcement is made, the College will cooperate with any law enforcement investigation.
 - Regardless of whether law enforcement chooses to prosecute a reported offense, the College may pursue disciplinary action against an employee alleged to have committed Sexual Harassment.
 - A Complainant may obtain medical care for the purpose of collecting and preserving physical evidence of an alleged offense.
 - Health care providers are required to report to law enforcement when an injury appears to have been received in connection with, or as a result of, the commission of an actual or attempted sexual assault.⁶
 - Additional information about the options for reporting to law enforcement and evidence collection is available in the Nebraska Medical Sexual Assault Protocol.

⁶ *Nebraska Medical Sexual Assault Protocol*, Nebraska Attorney General's Office, July 2019. Available at <https://ago.nebraska.gov/sites/ago.nebraska.gov/files/doc/Nebraska%20Medical%20Sexual%20Assault%20Protocol%20FINAL.pdf>

- Parties may also pursue judicial remedies such as orders of protection, no contact orders, restraining orders, or similar lawful orders issued by criminal, civil, or tribal courts.
 - Parties are responsible for notifying the College of any orders issued by criminal, civil, or tribal courts and should provide a copy of such order to the Title IX Coordinator as soon as reasonably possible.
 - The Title IX Coordinator may discuss with the party options regarding enforcing the order within a College Educational Program or Activity.

4.7. Student Privacy and Disclosure of Information

- The College appreciates the privacy concerns inherent in allegations of Sexual Harassment and will take reasonable steps to avoid disclosure of the names of students or other identifying information to third parties. Disclosure may be made consistent with Board Policy 3650 or if:
 - Prior written permission is given by the student;
 - The disclosure is necessary to conduct an investigation;
 - The disclosure is necessary to implement a Supportive Measure;
 - The disclosure is necessary to pursue disciplinary action; or
 - The disclosure is otherwise required by law.
- The College is required by the Clery Act, 20 U.S.C. § 1092(f) to include information about reports of criminal sexual misconduct in annual security report statistics. These reports do not identify the individuals involved.
- Student Athletes are subject to disclosure requirements set forth in Board Policy 3740.

5. Role of the Title IX Coordinator

5.1. Each College is required to designate one or more employees as Title IX Coordinator. The names and contact information for each College's Title IX Coordinator are:

- Chadron State College
 - Jody Motz
 - Email: jmotz@csc.edu
 - Phone: (308) 430-0980
 - Address: Crites Hall 351
 - 1000 Main Street, Chadron, NE 69337

<https://www.csc.edu/titleix/>

- Peru State College
Eulanda Cade
Email: eucade@peru.com
Phone: (402) 209-3797
Address: Administration 312
P.O. Box 10, Peru, NE 68421
<https://www.peru.edu/titleix/>
- Wayne State College
Alicia Dorcey McIntosh
Email: aldorce1@wsc.edu
Phone: (402) 375-7321
Address: Student Center 103C
1111 North Main Street, Wayne, NE 68787
<http://www.wsc.edu/titleix/>

5.2. The Title IX Coordinator is responsible for responding to reports of Sexual Harassment at the College by ensuring:

- The coordination of supportive measures;
- The facilitation of informal resolutions of Formal Complaints, when appropriate;
- The investigation of Formal Complaints of Sexual Harassment; and
- The creation of an investigative report which summarizes and assesses the credibility of the available evidence and synthesizes the areas of dispute and agreement.

5.3. The Title IX Coordinator may utilize the services of designees, other employees, and/or contracted services to satisfy the requirements of this policy.

6. Response to Reports of Sexual Harassment

6.1. Upon receipt of a report of Sexual Harassment, the Title IX Coordinator will promptly meet with the Complainant for the following purposes:

- To discuss the report, review the availability of Supportive Measures, and determine the Complainant's wishes regarding Supportive Measures;
- To listen to the Complainant's account and ask questions to gain a better understanding of the nature of the alleged incident;

- To explain the policy, the definition of Sexual Harassment, and the Grievance Process; and
 - To discern the Complainant's wishes for next steps with respect to the Grievance Process.
- 6.2. The Title IX Coordinator must determine whether the alleged conduct can be addressed under this policy or whether the alleged conduct may be more appropriately addressed pursuant to a different Board or College policy or process.
- If the determination cannot be made based upon the information available, the Title IX Coordinator may seek additional information for purposes of making the determination; however, the Title IX Coordinator cannot conduct an investigation unless a Formal Complaint has been submitted.
 - If the alleged conduct is determined not to fall within this policy, the Title IX Coordinator will refer the Complainant and the report to the appropriate College official. The responsibility for facilitating any Supportive Measures will depend upon the circumstances.
- 6.3. Supportive Measures
- Supportive Measures must be reasonable and are offered to restore and preserve equal access to the College's education programs and activities without unreasonably burdening the other party, to protect the safety of all parties or the educational environment, and/or to deter Sexual Harassment.
 - All parties are treated equitably when offered Supportive Measures.
 - The College may also utilize Supportive Measures as supplemental tools in disciplinary action, sanctions, or Informal Resolutions.
 - Requests for Supportive Measures must be made directly to the Title IX Coordinator, who will facilitate implementation.
 - Supportive Measure may include, but are not limited to the following:
 - Referral to counseling services;
 - Reasonable academic accommodations;
 - Changes to on-campus housing;
 - Changes to employment situations;
 - Use of Campus Security escort services;
 - Bi-lateral no contact orders; and
 - Other similar measures.

7. Grievance Process

7.1. Formal Complaint

- In order to commence the Grievance Process, the Complainant must submit a signed Formal Complaint alleging Sexual Harassment against a Respondent(s) and requesting the College investigate the allegations.
- At the time of filing the Formal Complaint, the Complainant must be participating in or attempting to participate in the College's education program or activity.
- The Title IX Coordinator may sign a Formal Complaint on behalf of the Complainant. However, the Title IX Coordinator does not become a party to the Formal Complaint.

7.2. Notice of Allegations

- Upon receipt of a Formal Complaint, the Title IX Coordinator will provide the Complainant and Respondent a Notice of Allegations and Investigation.
- The Respondent's notice must include sufficient detail known at the time for the Respondent to respond. the Title IX Coordinator will provide the Respondent with sufficient time to review the Notice of Allegations prior to Respondent's initial investigatory interview.

7.3. Advisor:

- Parties are entitled to select an Advisor of their choice at any time throughout the Grievance Process. Parties must have an Advisor during the hearing on a Formal Complaint, as the Advisor is responsible for asking the other party and all witnesses any relevant questions on behalf of their advisee. In all other instances throughout the grievance process (including interviews, meetings, and correspondence), the party will speak for themselves.
 - The College will maintain a list of employees who may be available to act as an Advisor.
 - If a party has selected an Advisor, the party should notify the Title IX Coordinator of the individual's name and contact information. The party will be asked to sign a FERPA waiver to allow information to be shared. A party's Advisor may accompany them to any meetings and assist in guiding the party through the Grievance Process.
 - The Title IX Coordinator provides information and updates to the parties involved. It is each party's responsibility to share information and updates with their Advisor as needed throughout the Grievance Process. However, circumstances may arise in which communications from the Title IX coordinator may need to include the Advisor.

- If an Advisor is an attorney, their participation is subject to the same limitations as any non-attorney Advisor.
- If at the time the Pre-Hearing Meeting is scheduled, a party does not yet have an Advisor, the College will appoint one for them without any fee or charge to the party.

7.4. Grievance Process Overview

- The Grievance Process is a fair and impartial process during which all parties will have an opportunity to provide their account of the alleged incident, respond to the other party's account, and review evidence directly related to the allegations. All relevant inculpatory and exculpatory evidence will be objectively evaluated.
- Individuals cannot be required to participate in the Grievance Process.
- A Respondent is presumed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the Grievance Process.
- The burden of proof and the responsibility for gathering evidence rests on the College, not the parties.
- Credibility determinations are not based on a person's status as a Complainant, Respondent, or Witness.
- Parties are prohibited from knowingly making false statements or submitting false information during the Grievance Process.
- The College strives to complete the Grievance Process within sixty (60) business days from the date the Respondent receives Notice of the Allegations and Investigation unless good cause exists to extend this timeline under Section 7.12.

7.5. Investigation

- The Title IX Coordinator assigned to the matter may conduct the investigation or assign the investigation to a Designee, another College employee sufficiently trained to conduct the investigation, or a third-party investigator, all of whom are referred to as the "Investigator" for purposes of this policy.
- The Investigator will endeavor to complete the investigation in a timely manner.
- The Investigator is responsible for gathering evidence through:
 - Interviews of the Complainant, Respondent, and any Witness(es);
 - Collecting physical, written, video, recorded, text messages, and similar information, regardless of the format, that may provide relevant information regarding the allegations set forth in the Formal Complaint.

- If a party wishes for their medical records, prior educational records, or other records that are external to the College to be considered in the Grievance Process, they must provide written consent for those records to be released to the College and make arrangements for the records to be provided to the College.
- Once the evidence has been gathered, the Investigator will provide both parties with electronic copies of the evidence obtained from the investigation that is directly related to the allegations, including both inculpatory and exculpatory evidence. If the Investigator is a person other than the Title IX Coordinator, the Investigator will also provide the evidence to the Title IX Coordinator.
 - The parties will have ten (10) calendar days to submit a written response to the Investigator for purposes of correcting or clarifying the evidence or provide additional relevant information.
 - Any written responses received from the parties will be included in the Investigative Report.
 - A party's failure to respond will be taken as their confirmation that the evidence provided is accurate and complete for purposes of the Grievance Process.
- The Investigator will then prepare the Investigative Report that organizes and fairly summarizes the relevant evidence and synthesizes areas of dispute and agreement between the parties.
- The Investigator will provide the Investigative Report and any additional evidence not previously provided to the parties to the parties electronically at least ten (10) calendar days prior to the Hearing. If the Investigator is a person other than the Title IX Coordinator, the Investigator must also provide the Investigative Report and evidence to the Title IX Coordinator. The parties shall have ten (10) calendar days to provide a written response to the Investigative Report to the Investigator.

7.6. Pre-Hearing

- After the completion of the Investigation Report, the Title IX Coordinator shall designate a hearing chairperson. The College has the discretion, but is not required, to designate two (2) additional hearing panelists to conduct the hearing with the hearing chairperson.
- Once a designation is made, the Title IX Coordinator will:
 - Provide written notice to the parties of the designated hearing chairperson and additional panelists when applicable.
 - Provide the Investigative Report and evidence electronically to the hearing chairperson.

- Schedule a tentative hearing date, time, and location for the hearing.
- If a party has a concern regarding bias or conflict of interest with respect to the hearing chairperson or a panelist, the party must inform the Title IX Coordinator in writing of the basis for the concern.
 - The Title IX Coordinator will provide notice of the concern raised to the other party.
 - The Title IX Coordinator is responsible for determining whether a bias or conflict of interest exists.
 - The Title IX Coordinator will inform both parties in writing of their decision regarding whether the hearing chairperson or panelist will be retained or removed and if applicable the individual appointed to replace them.
- The Title IX Coordinator will assist the hearing chairperson in scheduling a pre-hearing meeting with the parties and Advisors for purposes of determining a date, time, and location of the hearing, identifying witnesses, reviewing the conduct of the hearing, and the relevancy of evidence.
 - The pre-hearing meeting may take place remotely via electronic means or in-person.
 - The hearing chairperson, in consultation with the Title IX Coordinator, may choose to conduct separate pre-hearing meetings with the parties if warranted by the circumstances or requested by one or both of the parties.
 - If the parties wish to call specific witnesses, beyond those the hearing chairperson intends to call, the parties must provide the hearing chairperson with the names and contact information of the witnesses.
- The hearing chairperson, with the assistance of the Title IX Coordinator, is responsible for providing notices and summoning witnesses for the hearing.
- If the College has elected to use a hearing panel, the hearing chairperson, with the assistance of the Title IX Coordinator, will provide the Investigatory Report, evidence, witness lists, and hearing information to the hearing panelists.
- The hearing panelists may also request the attendance of witnesses at the hearing.

7.7. Hearing

- The College will conduct a live hearing as soon as practicable after the pre-hearing meeting.

- The College shall create an audio, audio-visual recording, or transcript of any Hearing and make it available to the parties for inspection and review.
- The hearing chairperson is responsible for directing the conduct of the hearing.
- The Title IX Coordinator shall provide logistical assistance with respect to the hearing and be present at the hearing to provide clarification regarding policy and process.
- The Investigator must be present at the hearing to answer questions or clarify information with the Investigatory Report.
- Each party's Advisor will be permitted to present relevant evidence and ask relevant questions of the other party and witnesses.
 - The hearing chairperson and any hearing panelists are also entitled to ask questions of witnesses during the hearing.
 - The hearing chairperson and any hearing panelists are also entitled to ask questions of witnesses during the hearing.
 - After each question asked by an Advisor or hearing panelist, the hearing chair must determine whether the question is relevant and instruct the individual whether they may answer. If a question or evidence is excluded based upon relevance, the hearing chairperson must provide a reason in the written Determination of Responsibility.
- With respect to determining relevance, questions, and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless:
 - Offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant;
 - Concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent; or
- All parties, advisors, witnesses, and other participants are expected to conduct themselves in a respectful and civil manner. The hearing officer can require the removal of any person who fails to do so; however, the hearing officer must take steps to ensure that the removal of the individual does not negatively affect the fairness of the process.

7.8. Deliberations and Determination of Responsibility

- In determining whether Sexual Harassment occurred and whether a Respondent is responsible for the Sexual Harassment, the decision-maker(s) shall use the preponderance of the evidence standard.

- If a hearing panel is being utilized, the hearing panel will convene within forty-eight (48) hours of the end of the hearing to reach a decision as to responsibility.
- If a hearing panel is being utilized, the decision will be based upon majority vote, with the hearing chairperson and each hearing panelist having a vote.
- The hearing chairperson is responsible for providing a written determination regarding responsibility including any recommended sanctions or disciplinary action within ten (10) calendar days of the conclusion of the hearing.

7.9. Sanctions and Remedies

- Subsequent to a determination of responsibility, the College may take disciplinary action, impose sanctions and apply remedies which may include, but are not limited to: warnings, disciplinary probation, loss of privileges, restitution, remedial work assignments, remedial education requirements, termination of employment, service requirements, remedial behavioral requirements, College housing relocation or suspension, removal from College housing, suspension, and expulsion.
- Remedies, including disciplinary action, are designed to restore or preserve the Complainant's equal access to the College's education programs and activities.

7.10. Appeal

- The Complainant and/or the Respondent may appeal decisions to the President, including a determination regarding responsibility or a decision regarding dismissal of a Formal Complaint. Appeals must be submitted to the President and Title IX Coordinator in writing within five (5) calendar days of the hearing chairperson sending their decision.
- The Title IX Coordinator will provide written notice to both parties of the appeal and provide them both five (5) calendar days to submit to the President and Title IX Coordinator a written statement in support of or challenging the decision being appealed.
- The Title IX Coordinator will provide the President the record of the investigation and hearing.
- The permissible bases for appeal of a determination of responsibility or dismissal of a Formal Complaint are:
 - Procedural irregularity that affected the outcome;
 - New evidence that was not reasonably available at the time the determination was made that could have affected the outcome; or

- The Title IX Coordinator, designee, hearing chairperson, or hearing panelist had a conflict of interest or bias for or against a party or Complainants or Respondents generally that affected the outcome.
- The President, or when appropriate his designee, will send or cause to be sent a written decision regarding the appeal and the rationale for the decision as soon as practicable.
- If an appeal is filed, the determination of responsibility does not become final unless and until it is upheld by the President. If no appeal is filed, the determination of responsibility becomes final after the period for appeal has passed.

7.11. Temporary Delays and Extensions of Time

- The College may temporarily delay the grievance process or provide limited extensions of time for good cause.
- Either party may request a temporary delay of the grievance process or an extension of time for good cause by submitting a written request to the Title IX Coordinator.
- For purposes of this section, good cause may include, but not be limited to:
 - The absence or unavailability of a party, an Advisor, a Witness, or other person necessary to the grievance process;
 - Concurrent law enforcement activity; or
 - The need for language assistance or disability accommodation.
- The Title IX Coordinator will notify the parties in writing of any delay in the process or extensions of time and the reasons for any such delay or extension.

7.12. Dismissal of a Formal Complaint

- Mandatory Dismissal: The College is required to dismiss a Formal Complaint if:
 - The alleged conduct, if proven, would not constitute Sexual Harassment as defined in this policy.
 - The alleged conduct did not occur in the College's education program or activity; or
 - The alleged conduct did not occur against a person in the United States.
- Permissive Dismissal: The College may dismiss a Formal Complaint if:
 - The Complainant withdraws a Formal Complaint in writing;
 - The Respondent is no longer enrolled in or employed by the College; or

- Specific circumstances prevent the College from gathering evidence sufficient to reach a determination.
- The parties will receive written notice of any dismissal including the basis for the dismissal.
- Parties may appeal the dismissal of a Formal Complaint pursuant to Section 7.10 of this policy.
- Allegations dismissed under a mandatory dismissal may be addressed as misconduct pursuant to other Board Policies and/or Collective Bargaining Agreements.

FORMS/APPENDICES:

None

SOURCE:

Legal Reference:	Neb. Rev. Stat. 28-319	Sexual assault; first degree; penalty.
	Neb. Rev. Stat. 28-319.01	Sexual assault of a child; first degree; penalty.
	Neb. Rev. Stat. 28-702	Incestuous marriages; declared void.
	Neb. Rev. Stat. 28-711	Child subjected to abuse or neglect; report; contents; toll-free number.
	Clery Act 20 U.S.C. 1092(f)	
	34 CFR 106.45(3)(i)	

Policy Adopted: July 2020

Policy Revised: February 2021, October 2021, February 2022, September 2022, September 2023, August 2025

APPENDIX II

Agreements with Law Enforcement



Board of Trustees of the Nebraska State Colleges

Meeting Date: June 12, 2025

Agenda Item: 4.12

ITEMS FOR DISCUSSION AND ACTION:

Committee: **Fiscal, Facilities, & Audit Committee**

Action Item: **Interlocal Agreement between City of Chadron and CSC**

Chadron State College has had a long-standing agreement with the Chadron Police Department for College Resource Officer services. The Chadron Police Department is no longer able to designate a College Resource Officer; therefore the new Interlocal Agreement is being modified to reflect the change in Chadron Police Department's police officer presence and event support services as well as Chadron State College's reduced financial commitment.

Chadron State requests the Board approve an Interlocal Agreement with Chadron Police Department to provide these services to the College over the next three (3) years beginning August 1, 2025 and ending July 31, 2028.

The System Office recommends approval of the Interlocal Agreement between City of Chadron and CSC (Police Department – previously called CRO).

ATTACHMENTS:

- CSC-CPD Interlocal Agreement 2025-2028

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT PRESENCE

This Interlocal Cooperation Agreement "Agreement," is hereby entered into between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College, hereinafter referred to as "CSC," and the City of Chadron, Chadron Police Department, hereinafter referred to as the "CITY."

Whereas, CSC desires to provide its students, employees and community with a learning environment which is well integrated with the City of Chadron;

Whereas, the CITY has general jurisdiction within the City of Chadron, including the CSC campus and adjoining streets and highways; and,

Whereas, the CITY and CSC believe that it would be in the best interests of CSC and the CITY to have law enforcement services provided pursuant to this Agreement on behalf of CSC.

NOW THEREFORE, the parties agree as follows:

1. The CITY shall provide police officer presence to specifically engage in general law enforcement activities on the CSC campus. Instances necessitating CITY support shall be as follows:
 - a. Provide safety and security for the CSC campus and CSC events.
 - b. Enforce federal, state and local criminal laws and ordinances, and assist CSC officials with the enforcement of CSC policies and administrative regulations regarding student conduct.
 - c. Investigate criminal activity committed on or adjacent to CSC campus and at CSC functions.
 - d. Provide consultations to students in special situations when requested by CSC.
 - e. Coordinate activities and communications with CSC Security and CSC Administration, with the exception that some circumstances may require confidentiality.

The CITY will attempt, in cases of emergency, to notify CSC when police officer presence is unavailable to the CSC campus and when availability resumes.

2. Any police officers assigned pursuant to this Agreement shall be sworn officers with the CITY, certified to meet the minimum standards of training for a police officer deemed appropriate by the Chief of Police. At all times, police officers shall be subject to and obey the standards and procedures as set forth by the CITY and follow and abide by CSC policies and administrative guidelines. If a conflict arises between CITY and CSC policy, police officers shall follow CITY policy. CSC requested training will be at the expense of CSC and shall not exceed \$2,500 per Agreement year. CITY requested training will be at the expense of the CITY.

3. Police officers shall keep accurate reports and follow the normal reporting methods of the CITY.
4. This Agreement shall be for a period of three (3) years beginning August 1, 2025 ending July 31, 2028. Either party may propose amendments to this Agreement. All amendments must be mutually agreed upon in writing by the parties. Either party may terminate this Agreement by giving written notice by May 1st of the then current Agreement year. The Agreement would then terminate three (3) months after May 1, on July 31st of the said year.
 - a. Unavailability of Funding. Due to possible future reductions in state and/or federal appropriations, CSC cannot guarantee the continued availability of funding for this Agreement beyond the current fiscal year. In the event funds to finance this Agreement become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, CSC may terminate the Agreement or reduce the consideration by notice in writing to the CITY. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSC shall be the final authority as to the availability of funds. The effective date of Agreement termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the CITY may cancel this Agreement as of the effective date of the proposed reduction by written notice to CSC.
5. CSC agrees to reimburse the CITY at the actual cost of the police officer wages for time spent supporting scheduled CSC campus events or assisting school officials, to include the costs of all salary, benefits, and employment taxes. In year one (1) of the Agreement this amount shall not exceed \$5,000; year two (2) \$6,000; year three (3) \$7,000.
 - a. CSC has the right to examine the payroll, call and radio log records of the police officer activity on CSC campus and at CSC events upon request.
 - b. CITY will provide an itemized invoice to CSC quarterly for CSC's share of the payments due hereunder, and CSC shall pay such bills within thirty (45) days after the bills are received.
 - c. Prompt Payment Act. In the event any amount due under this Agreement remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

- d. It is understood that police officers will not be scheduled to support CSC events during the City's nine (9) paid holidays, including: New Year's Day, Memorial Day, Independence Day, Thanksgiving, Thanksgiving Friday, Christmas, Arbor Day, Labor Day and Veteran's Day, unless mutually agreed upon by CSC and the City in advance.
6. Each Party shall maintain adequate general liability protection in the amount of at least one million dollars (\$1,000,000.00). The CITY agrees to maintain adequate worker's compensation and automobile liability insurance during the period of this Agreement, at its expense. Certificates of insurance for the policies may be required to be produced and kept on file by each Party.
7. The CITY agrees to cooperate with CSC and to supply pertinent information to CSC regarding observations and reports of police officers working on CSC campus. Any information provided by the CITY will not be shared or released by CSC without CITY's review and approval except in response to a public records request. In the event CSC receives a public records request for documents or information supplied by CITY, CSC shall release such records as required by applicable law, without the need for CITY's approval. Any press releases issued regarding law enforcement related situations on the CSC campus shall be approved jointly by CSC and the CITY. At all times provided herein, police officers shall be subject to the authority and jurisdiction of the CITY. Police officers shall be employees of the CITY at all times and for all purposes. The supervision of police officers shall be by the CITY with input from CSC Administration or CSC Security Supervisor. The CITY and CSC officials shall enter into good-faith discussions to evaluate this Agreement on a regular basis, no less than twice during each academic term. The goal of said evaluations is to ensure that this Agreement is meeting the stated goals and objectives of the CITY and CSC.
8. CSC will provide the CITY with access to exterior doors and/or master keys to CSC as mutually agreed upon. The CITY will be exempt from facility usage fees associated with law enforcement, safety, or security related trainings hosted on the CSC campus and mutually benefit CSC and the CITY. CITY access to security camera footage may be facilitated by the CSC Security Supervisor in compliance with the CSC Security Camera Policy, a subpoena may be required depending on the situation.
9. The CITY will provide law enforcement vehicles and other necessary equipment to police officers.
10. The designated CSC representative for purposes of monitoring and oversight of this Agreement is the Dean of Student Affairs, Austen Stephens, available by phone at 308-432-6078 or email at astephens@csc.edu.
11. The CITY is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically

performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The CITY understands and agrees that lawful presence in the United States is required and the CITY may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

12. The CITY agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000. Unlawful harassment and/or discrimination is prohibited. This prohibition shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CITY further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.

13. All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, the CITY certifies that the CITY operates a drug-free workplace and, during the term of this Agreement, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

City of Chadron

ATTEST: _____

Kathrina Parks
City Clerk

George Klein

Mayor

Date: _____

Date: _____

**Board of Trustees of the Nebraska State Colleges
dba Chadron State College**

Dr. Jodi Kupper

Interim President

Date: _____

Dr. Paul Turman

Chancellor

Date: _____

**AN INTERLOCAL AGREEMENT
TO SHARE LAW ENFORCEMENT RESOURCES
BETWEEN THE CITY OF WAYNE AND
THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
dba WAYNE STATE COLLEGE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the "City" and the Board of Trustees of the Nebraska State Colleges dba Wayne State College, hereinafter called the "College" which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the College to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety, and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly, and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers, and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the City's law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the College do hereby agree to the following:

1. Authority and Purpose

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat 13-801 *et seq.*, (the "Act"), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. College and the City are public agencies within the meaning of the Act.

- b. The City has the authority to provide law enforcement services and the College has the authority to ensure safety services on the Wayne State College campus (the "Campus"), and to enter into any contracts to effectuate this authority and responsibility.
- c. It is the purpose of this Agreement for the College and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

2. Administration of Agreement

- a. The City and the College will jointly administer and monitor all aspects, terms, and conditions of this Agreement. The Dean of Students of the College, or his/her identified designee, will be the College's contact person for the purpose of this Agreement (see Section 17).
- b. Any personal property shall be acquired, held, and disposed as set forth in this Agreement; or any amendment hereto.
- c. No separate legal or administrative entity is created under this Agreement.

3. Law Enforcement Services To Be Provided By The City

The City will provide on the Campus the following law enforcement services:

- a. City will assign a certified police officer, hereafter called the "School Resource Officer," to the Campus for eighteen (18) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending the day before graduation of the spring semester. The City will be allowed to schedule the School Resource Officer to two (2) non-consecutive weeks per school year for Police Department specific training without backfilling the position. Training specific to or on behalf of the College will not be counted against the above described two training weeks. The College will be notified as soon as possible prior to any training to allow them to adjust their normal staffing schedules. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;
- b. The City will be allowed to provide the School Resource Officer with two (2) sick days per semester without backfilling the position. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

- c. The School Resource Officer will patrol the Campus, in a Police vehicle, on foot, or on a patrol bicycle; enforce traffic and criminal laws of the State of Nebraska and/or the City of Wayne; conduct criminal investigations; respond to calls for service, perform community policing duties, and be a positive presence on Campus. The School Resource Officer will respond to Police calls off-campus for emergencies, backup assistance for other City Police officers and to handle calls for service if an on-duty City Police officer has two (2) or more calls for service backed up or is unable to respond to a crime in progress report, or a traffic accident. The College recognizes that the City's ability to respond to police calls off-campus, as needed, will maximize the Police Department's ability to respond to citizen calls for service received while maintaining the spirit of this Agreement. The Wayne Police Department will make efforts to make up missed hours if the School Resource Officer is called off-campus. When the School Resource Officer responds to Police calls for service off-campus the Police dispatcher will notify Campus Security of this change in status in a timely manner;
- d. The Wayne Police Department will run requests for vehicle registration information as long as that information is requested through and in conjunction with a Wayne Police Officer's involvement on campus.

4. Criminal Investigation

- a. The City will investigate all property crimes reported on the Campus where the loss value is \$100 or greater or involves the theft of any identification or financial transaction device. All property crime reports will be communicated to the School Resource Officer. If the loss value of any reported property crime is less than \$ 100 the School Resource Officer may refer the case to Campus Security for follow up.
- b. The City will investigate all crimes against persons reported on the Campus, except for reports of sexual violence or sex harassment which may be investigated by the College or by the College and the City.
 - i. Individuals who report an incident of sexual violence or sex harassment to the College will be advised to report the incident to law enforcement, however, students are not required to notify law enforcement authorities regarding a report of sexual violence or sex harassment.
- c. Investigations by the City will be conducted independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to respond to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses' names, date, time and location of offense, for the School Resource Officer. For the purpose

of this Agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.

- d. The Police Department will provide Campus Security with reports of all crimes investigated on Campus containing sufficient information for the completion of legally mandated reporting requirements. To prevent duplication of work the School Resource Officer will complete only the Police Department's investigative report. A copy of these investigative reports will be provided to Campus Security for data entry purposes. Except that the Police Department will use its discretion, on a case-by-case basis, as to when to provide full or partial investigative reports to Campus Security, depending on the case.
- e. When any criminal investigation conducted by the Police Department involves a College residence hall or includes an apparent conflict between students, the Dean of Students and the Vice President for Student Affairs will also be provided investigatory reports. The Police Department will use its discretion, on a case-by-case basis, as to when to provide full or partial investigative reports to Campus Security, depending on the case.
- f. The Police Department will refer all property crimes reported on the Campus, and which they investigate, to the College judicial process, however;
 - (1) Any crime victim, including the College, may request criminal charges;
 - (2) Crimes may be referred for prosecution before the College judicial process begins;
 - (3) Both the College disciplinary process and criminal prosecution may happen concurrently;
 - (4) Police Officers will appear for College disciplinary hearings as needed.
- g. The Police Department will refer all crimes against persons to the Wayne County Attorney's Office for prosecution.
- h. To facilitate investigative follow up, the School Resource Officer will be provided access to any Campus surveillance camera recordings and/or allowable student information currently maintained in hard copy or electronically in the Campus Security Office.

5. Community Policing and Crime Prevention

- a. The College and the City recognize that positive interaction between the School Resource Officer, students, faculty and staff is beneficial to both

parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.

- b. The School Resource Officer will be given an opportunity to co-present at crime prevention and/or education programs given by Campus Security, or upon the request of other Campus entities. To ensure adequate planning for any presentation, the School Resource Officer will be provided a minimum of five (5) calendar days written notice. Said notice shall include the topic, date, time, and location of the presentation. The decision to participate in any on-campus crime prevention and/or education presentation will be left to the discretion of the School Resource Officer and/or the Dean of Students. If an officer participates, he/she will be given a minimum of 15 minutes participation per hour of scheduled presentation.
- c. To provide a community policing presence, the School Resource Officer will attend College meetings and activities as part of his/her assigned duties, as requested by the College and as he/she is available. Especially of interest are home football games when efforts shall be made to schedule the School Resource Officer so that they can be present during these games.
- d. The City will not provide overtime pay for the School Resource Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- e. The School Resource Officer will meet regularly with the Residence Life Staff in each housing unit.

6. Security Responsibilities

- a. The following duties will be performed solely by College Campus Security personnel and not by the City:
 - (1) Fueling vehicles for the College motor pool.
- b. Campus Security will be the first to respond to calls for service on the Wayne State College campus. If the Campus Security Officer is occupied with Security Department business and a call for service is received, the School Resource Officer may be asked to help with the following types of calls:
 - (1) Helping to lock and unlock Campus facilities;
 - (2) Respond to calls for service.

7. Use of Equipment

- a. The Police Department will provide the School Resource Officer with all uniforms, equipment, leather, firearms, and continuing education at all times relevant to this Agreement.

- b. The Police Department will provide a multi-channel portable radio programmed with the Campus Security frequency. The priority frequency will be that of the Wayne Police Department but the Campus Security frequency will be monitored.
- c. The City will provide a vehicle for the School Resource Officer to use.

8. Training Provided by College

- a. School Resource Officers will attend Residence Life staff training.
- b. Written training defining the College student disciplinary procedures.
- c. Training on procedures for notification of campus staff for after-hours assistance, including when, who, and how to request assistance.
- d. When possible, all training will be done beginning two (2) weeks prior to the start of each fall semester.
- e. It is recognized that the School Resource Officer's schedule will be modified during the training period to facilitate attendance at some orientations.
- f. A current roster of Residence Life staff and contact information will be provided to the School Resource Officer each semester.
- g. Monthly Campus Security work schedules, and updates, will be provided to the School Resource Officer and Wayne Police dispatch, including a contact person(s) in the event no one answers the Campus Security number.

9. Direct Oversight of the Agreement to Provide Police Coverage on Campus

Certified Police Officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his/her designee. Campus Security employees shall remain under the direct supervision of the College.

The City of Wayne Police Department shall control the manner in which law enforcement services are performed; however, the Agreement shall specify the nature of the services to be performed. The School Resource Officer is not to be deemed an employee of the College and has no authority to make any binding commitments or obligations on behalf of the College except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the School Resource Officer is the responsibility of the City of Wayne.

The Chief of Police will meet monthly with the Dean of Students, or his/her designee and the Campus Security Manager to review and evaluate the provisions of this Agreement.

Three (3) Wayne State College student representatives, at least two (2) of which should reside on campus, selected by Student Senate will meet jointly with the Police Chief, the School Resource Officer, Dean of Students, the Vice President for Student Affairs or his/her designee, and any Campus Security official at least two (2) times per year to review the student perspective of this Agreement, once during the fall semester and once during the spring semester. These meetings may be scheduled by either party with not less than thirty (30) calendar days' notice. Only those representatives designated in this paragraph, or a designee thereof, shall attend the meeting.

10. Dispatch Services

The City agrees to provide the following dispatch services to the Campus:

- a. Answer Campus Security telephone after hours and refer calls to Campus Security Staff and assign police officers to crimes reported;
- b. Respond to campus fire alarm notifications and dispatch fire trucks as needed. Police Dispatch staff will also coordinate with the Director of Facility Services and his/her staff to prevent unwarranted fire alarm responses.

11. Fees for Service

The total charge to the College by the City for the above defined law enforcement services shall be a total of \$37,199 for the first year (July 1, 2025-June 30, 2026) to be paid in twelve (12) monthly installments. The charge for subsequent years will be increased by the lesser of 5% or the end of March Consumer Price Index for All Urban Consumers [CPI-U] (before seasonal adjustment) for the prior 12-month period. The total charge for each subsequent year shall be paid in twelve (12) monthly installments. The College and City will confirm by May 1st the actual cost for the following year. The total amount of the Agreement shall not exceed \$117,270.

12. Agreement Duration

The term of this Agreement shall be for three (3) years commencing on July 1, 2025, and ending on June 30, 2028, except that either the City or the College may execute a written sixty (60) calendar day notice to quit or withdraw from the Agreement.

Due to possible future reductions in state and/or federal appropriations, the College cannot guarantee the continued availability of funding for this Agreement beyond the current fiscal year. In the event funds to finance this Agreement become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, the College may terminate the Agreement or reduce the consideration by notice in writing to the City. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The College shall be the final authority as to the availability of funds. The effective date of Agreement termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the City may cancel this Agreement as of the effective date of the proposed reduction by written notice to the College.

13. Agreement Amendments

This Agreement may be amended at any time by the written agreement of both parties.

14. Indemnification

To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such party or any of its employees or agents; provided however, the indemnification under this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either party. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

15. New Employee Work Eligibility Status

Employee Work Eligibility Status. The City is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The City understands and agrees that lawful presence in the United States is required and the City may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

16. Liability Insurance Requirements

The City is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a four (4) million-dollar umbrella. The City's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

17. Designated College Representative

The designated College representative for purposes of monitoring and oversight of this Agreement is the Dean of Students or his/her designee. The specific individual shall initially be named as:

<u>Cody Westerhold</u>	<u>(402) 375- 7213</u>	<u>cowestel@wsc.edu</u>
Name	Telephone	Email

18. Non-Discrimination

The City agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board policy 5000. Unlawful harassment and/or discrimination is prohibited. This prohibition shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The City further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.

19. ADA and Drug-Free Workplace Requirements

All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, the City certifies that the City operates a drug-free workplace and, during the term of this Agreement, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

This Agreement is hereby executed by the City of Wayne and the Board of Trustees of the Nebraska State Colleges dba Wayne State College upon the respective dates set forth following the executory signature attached to this Agreement.

CITY OF WAYNE

By: Jill Brodersen

Name: Jill Brodersen

Title: Mayor

Attested By: Kathy A. Mj. Suro

Date: 5-6-25

**BOARD OF TRUSTEES OF THE
NEBRASKA STATE COLLEGES
DBA WAYNE STATE COLLEGE**

By:

Signed by:
Paul Turman
2F43C19D7053489...

Name: Paul Turman

Title: Chancellor

Date: 6/12/2025 | 10:19 AM PDT