

## SELECTED POLICIES

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**In order to implement and monitor a number of academic policies, it is important that the Academic Affairs Office have copies of course syllabi for all current courses.**

**Syllabi should include:**

**Student Attendance Policy:** “Regular class attendance is intended for all students. Specific attendance requirements vary. Each instructor determines his/her own attendance requirements and provides a written statement of them to each class during the first week of the semester. A copy of this statement is sent to the Academic Affairs Office and is open to examination by students.”

**Grading Policy:** “Faculty members shall publish their grading policy for all students in their classes. This should include all criteria that may be involved in formulating a student's grade. If, for example, grades will be derived solely from test scores and class participation, then this should be published for students.” (The policy requires that a copy of the grading policy for each class be on file in the Academic Affairs Office and that it be open to examination by students.)

**Policy Statement on the University’s Commitment to Students with Disabilities:** According to the policy adopted in January of 1997, the following statement is to be communicated to all students in each class. Faculty members are urged to include this statement in course outlines/syllabi:

*“Nebraska Wesleyan University seeks to maintain a supportive academic environment for students with disabilities. To ensure their equal access to all educational programs, activities, and services, Federal law requires that students with disabilities notify the University, provide documentation, and request reasonable accommodations. If you need accommodations in this course, please notify me so that I can verify that the required documentation is filed with the Academic Affairs Office and that your accommodation plan is in place. You should also meet with Professor Sandy McBride, the Disabilities Coordinator (Old Main 309, 465-2346, smcbride@NebrWesleyan.edu)....”*

**Statement On Academic Integrity.** In addition, faculty are encouraged to include the following Statement on Academic Integrity. *“Academic integrity is one of the basic principles of a university community. Nebraska Wesleyan University encourages and expects the highest standards of academic honesty from all students. The Student Code of Conduct states that students found to have engaged in academic dishonesty, which encompasses such activities as cheating, plagiarism, unauthorized collaboration, and misrepresentation, are subject to disciplinary sanctions. Refer to Article V of the Code of Student Conduct for examples and definitions of academic dishonesty along with possible sanctions.”*

**Syllabi should be submitted to the Office of Academic Affairs prior to the first day of class.**

The following information is important for the administration of classes:

**Culmination Period ("Dead Week"):** The Culmination Period will begin at 8 a.m. exactly one week (seven calendar days) prior to the beginning of semester final examinations, and will remain in effect until the beginning of the first final exam of finals week. No lecture examinations, tests, or quizzes will be given except for laboratory practical examinations, activity examinations, final performances, make-up or repeat examinations and self-paced examinations. This policy is designed to assist students in the management of their time as they prepare for final examinations. Failure of a faculty member to follow this procedure may result in a written reprimand from the administration. (The Fall 2006 Culmination Period extends from December 11-15)

**Final Exam Meeting Policy:** According to the *Catalog*, "All classes . . . must meet for no fewer than 50 minutes during the period specified in the final examination schedule. (The final examination schedule for the 2006 fall semester is printed in the Class Schedule. If you have questions, please verify examination times with the Registrar’s Office.)

## NEBRASKA WESLEYAN UNIVERSITY STATEMENT OF PROFESSIONAL ETHICS

At Nebraska Wesleyan University, employees affirm the values set forth in the University's Mission Statement. Nebraska Wesleyan employees are "dedicated to intellectual and personal growth within the context of a liberal arts education . . . in an environment of Christian concern." They intend that "Nebraska Wesleyan . . . students develop a sense of individual worth and become useful and serving members of the human community." The University's mission is consistent with its relationship to The United Methodist Church.

To foster the development of these values, employees at Nebraska Wesleyan are expected to subscribe to the following ethical positions:

**Human Dignity:** All students and colleagues will be treated fairly and respectfully without regard to any personal differences.

Relationships between Nebraska Wesleyan employees and students enrolled at the University are, above all, professional. These professional relationships must not be compromised by social, emotional, romantic, or sexual attachments.

**Use of University Affiliation:** Employees at Nebraska Wesleyan will use their professional connection to the University only in academic contexts. They will not use the official title of the University to promote commercially any product, service, workshop, conference, camp, or business organization without the approval of the President or the appropriate Vice President. When publicly addressing issues not related to their role at Nebraska Wesleyan, employees will make it very clear that they are not speaking for the University. Further, University stationery must not be used for personal correspondence.

**Professional Integrity:** Professional integrity is essential at Nebraska Wesleyan, expected of its students and employees alike. Employees at Nebraska Wesleyan observe copyright laws and credit sources in their work, use University facilities and resources only for professional purposes, and model for students the highest of academic honesty in written and oral discourse. Employees of the University will not use materials produced by students for any purpose other than that for which the materials were produced without the students' consent.

**Professional Responsibilities:** Employees at Nebraska Wesleyan are committed to lifelong learning; they keep themselves informed of developments in their fields and endeavor to relate their work to the broader purposes of the University and the community.

Employees at Nebraska Wesleyan strive to be objective in their professional judgments of colleagues. They affirm the American Association of University Professors' policy which says, in part, that "they should at all times be accurate, should exercise appropriate restraint, [and] should show respect for the opinions of others." It is expected that Nebraska Wesleyan employees treat each other with dignity regardless of employment status.

Nebraska Wesleyan employees affirm the reciprocal nature of professional agreements made with the University. Just as the University demonstrates good faith when it funds special projects (e.g., sabbaticals, attendance at professional meetings) for employees, so employees demonstrate their good faith by honoring their commitments.

In addition, employees at Nebraska Wesleyan share, when appropriate, the responsibilities for governing the institution.

*Approved by Administrative Council, 8-12-96*

*Approved by Board of Governors, 10-4-96*

## **POLICY STATEMENT ON NON-DISCRIMINATION**

Nebraska Wesleyan provides equal opportunity to all qualified persons in all areas of University operation, including education, employment, and decisions regarding faculty appointment, promotion or tenure, without regard to race, religion, age, sex, creed, color, disability, marital status, national or ethnic origin, or sexual orientation.

*Approved by the Administration Council, 5-12-99*

## **DIVERSITY AND NEBRASKA WESLEYAN**

The Nebraska Wesleyan University Mission Statement proclaims it to be “an academic community dedicated to intellectual and personal growth within the context of a liberal arts education and in an environment of Christian concern.” We believe that an authentic Christian witness is one that intentionally recruits and welcomes persons of all racial, ethnic, and religious backgrounds into an academic community, not only because all people bear inherent worth in the eyes of God, but also because a diverse community broadens and enriches our knowledge, our experience, and our vision and understanding of truth.

The Mission Statement further states that the University’s curricula and programs are designed to assist students in broadening their perspectives on humanity and culture. Nebraska Wesleyan intends that its students develop a sense of individual worth and become useful and serving members of the community. Consequently, our University community embraces and celebrates differences in order for our students to fulfill this mission.

Our faculty has outlined in The Faculty Declaration of Educational Intent a series of skills, knowledge and values, which connect the curriculum. In its preamble, the faculty “affirm both the heritage of Nebraska Wesleyan University as a church-related institution and diversity among us and among our students.” We intend for our students to have the skills to relate to and communicate with people of other cultures. We want students to know the meaning and traditions of communities, local, national and global, and to understand the interrelationships among the dimensions of human experience. Finally, we expect that our students will hold values that respect and affirm the dignity and worth of all individuals and that they will appreciate and respect cultural diversity.

Having adopted its mission and declared its intentions, the University has further envisioned the nature of our community as we approach the new century. In Vision 2000 the Board of Governors has adopted eight strategic directions for the future. “The University will seek to ensure that its students come to understand the global dimensions of their local environments and are prepared to accept the challenges of cultural diversity and global citizenship.” “The University will provide a living-learning community in which students of all races and cultures will find personal attention and support, will have an opportunity to experience diversity, to participate in community activities, and to experience growth in self-discovery, leadership development, and self-governance.”

In summary, Nebraska Wesleyan is on record as to its stand on diversity. These commitments define for this academic community the importance of diversity and the expectations for members of our community.

*Approved by the Administrative Council, 6-24-94*

## **POLICY STATEMENT ON SEXUAL HARASSMENT**

Sexual harassment is a violation of the principle that all members of the Nebraska Wesleyan community be treated fairly and equally, with dignity and respect, and is thus a violation of the freedom of others. It is the policy of Nebraska Wesleyan University that no member of its community may sexually harass another, regardless of their gender or sexual orientation.

Sexual harassment is a form of sexual discrimination. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is either an implicit or explicit condition of an individual's employment or education
- submission to or rejection of such conduct is used as the basis for employment or academic decisions affecting the individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive work or education environment.

Sexual harassment cannot and will not be tolerated at Nebraska Wesleyan University. It is the responsibility of all members of the Nebraska Wesleyan community to participate in understanding, preventing, and combating sexual harassment. Any activity perceived as sexual harassment should be reported. Any person found to have violated this policy may be subject to disciplinary measures.

By complying with this policy, students, faculty, and staff of Nebraska Wesleyan University will help create an environment conducive to intellectual and personal growth.

*Adopted by the Board of Governors, 6/19/89*

*Revised by Administrative Council, 6/24/92*

[Nebraska Wesleyan University has designated "officers of the institution" for assistance in resolving situations through informal mediation, providing additional information or counsel, or filing a written, formal complaint. These persons are: Nancy C. Cookson, Assistant Vice President for Human Resources, 465-2117 and Dr. Sara Boatman, Vice President for Student Life 465-2153.]

## **POLICY STATEMENT ON PERSONAL HARASSMENT**

Nebraska Wesleyan University is committed to freedom of speech and expression as published in sections 4-8 of the Code for Student Rights, Responsibility and Conduct. As a liberal arts university and an academic community, we affirm the rights of our members to freedom of expression. We also affirm the right of members of our community to an academic and campus living environment in which acts of violence and harassment are not tolerated.

Harassment is generally defined as an act or communication causing emotional stress specifically addressed to individuals or groups and intended to harass, intimidate, or humiliate an individual or group because of race, religion, creed, gender, age, ethnicity, national origin, physical disability or sexual orientation.

Protected expression ends where prohibited discrimination, harassment or violence begins.

Conduct which abuses or degrades another person is inconsistent with the mission and values of the University and will be confronted and challenged as unacceptable.

Persons who feel they have been subjected to acts of violence or personal harassment should refer such incidents to the President of the University, a University Vice President or to other designated individuals (a list of these resource persons is available in the Student Affairs Office).

*Approved by the Administrative Council, 5/7/93*

## **CONSENSUAL RELATIONSHIPS POLICY**

To ensure a learning environment which supports the University's mission, it is prohibited for a faculty member to engage in romantic and/or sexual relationships with any student unless they are married to each other, even when both parties believe the relationship is consensual. This prohibition applies even if the student is not under the faculty member's instruction, evaluation, or supervision.

Faculty who violate this prohibition are subject to appropriate University adjudication processes and disciplinary action, which may include termination.

*Approved by the Faculty, 12/4/2000*

*Approved by the Board of Governors, 5/4/2001*

## **POLICY STATEMENT ON NWU'S COMMITMENT TO STUDENTS WITH DISABILITIES**

Federal law required that Nebraska Wesleyan University make "reasonable accommodations" to ensure that persons with disabilities will have equal access to all educational programs, activities and services. Therefore, Nebraska Wesleyan University, in compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990 (ADA), recognizes the University's obligation to make reasonable accommodations for qualified students with disabilities.

A "reasonable accommodation" is defined as any change in an environment or in the way things are customarily done that (1) enables an individual with a disability to enjoy equal opportunities; and (2) does not fundamentally alter the nature of the activity, service, or program.

A "disabled person" is defined as one who has a physical or mental impairment that substantially affects one or more major life activities or has a record of such an impairment, or is regarded as having such an impairment.

To facilitate plans for reasonable accommodations, students with disabilities must identify and document their needs following their admission to Nebraska Wesleyan University. It is the responsibility of the student to notify the University of his/her disability; to document the disability; and to request accommodation.

Nebraska Wesleyan University provides equal educational opportunity for all qualified students without regard to race, religion, sex, age, creed, color, disability, marital status or national or ethnic origin.

*The required Syllabus Statement on NWU's Commitment to Students with Disabilities is printed on page 1 of this Policies Manual.*

## **APPEAL PROCEDURE FOR STUDENTS WITH DISABILITIES (2006)**

Prof. Sandy McBride  
Services for Students with Disabilities Coordinator  
Old Main 309  
Nebraska Wesleyan University  
5000 Saint Paul Avenue  
Lincoln, NE 68504  
(402) 465 2344  
[smcbride@nebrwesleyan.edu](mailto:smcbride@nebrwesleyan.edu)

If a student believes that Nebraska Wesleyan University is failing to provide reasonable accommodation for a disability, the student should:

1. Discuss the lack of accommodation with the faculty or staff member who is most directly involved in the situation. If the problem is not resolved, the student should:
2. Consult with the Services for Students with Disabilities Coordinator (Prof. McBride, Old Main 309, 465 2344). If the Coordinator is unable to facilitate a resolution the student should:
3. Consult with the Interim Dean of Academic Affairs (Dr. Peter Heckman, Smith Curtis 311, 465 2312). If the Dean is unable to facilitate a resolution the student may:
4. Petition the Disability Appeal Decision Committee in writing. This committee consists of the Provost, the Vice President for Student Life and the Vice President for Finance Administration. The Disability Appeal Decision Committee may seek statements from any and all students, faculty or staff involved. The decision of this committee is final.

## PROCEDURES FOR ACADEMIC FIELD TRIPS AND OFF CAMPUS STUDENT TRAVEL

Academic Affairs Office  
August, 2006

Nebraska Wesleyan University has an interest in protecting both itself and members of its community from liability when students are engaged in activities off campus. Off campus trips that do not adhere to the procedures below are not University-approved off campus trips, and the staff member or faculty member responsible for the trip assumes personal liability for any mishaps.

Prior to taking a trip, the faculty or staff member in charge must designate the appropriate administrative office that will approve the trip and serve as its information repository. This administrator will be referred to below as “designated administrator.”

Approval for any overnight trips must come from the designated administrator.

### PROCEDURES FOR TRIPS OUTSIDE LINCOLN CITY LIMITS

1. The faculty or staff member responsible for the trip will provide a **list** of all the students involved and an itinerary to the designated administrator. The itinerary should make clear where the students can be contacted in the case of an emergency.
2. The faculty or staff member responsible for the trip will provide a **signed waiver** for each student involved (see Waiver form attached) to the designated administrator. Note that students under the age of 19 will need a signature from a parent or guardian.
3. If a member of the party (faculty member, staff member or student) is driving a vehicle that will transport students, the driver must submit to the designated administrator a **photocopy** of his or her driver’s license and a **signed permission slip** granting Wesleyan the ability to make a copy of the driver’s driving record. Approval of the driver must be granted by the designated administrator.
4. All drivers in #4 above, must carry a Nebraska Wesleyan **proof of insurance card** (available from Business Office).
5. Use of personal vehicles for the transportation of students is discouraged. In such cases, the owner of the vehicle assumes liability.
6. Trips of over 400 miles will require at least two approved drivers.
7. Nebraska Wesleyan’s policy on weapons, alcohol and drugs will be in effect for the duration of the trip. None of these may be transported in a vehicle.
8. The number of passengers will not exceed the number of seatbelts. All passengers must wear a seatbelt.
9. Drivers are not to exceed the speed limit and are to follow all traffic regulations.

10. The person in the front passenger seat of the vehicle will be awake and alert at all times.
11. Drivers must take at least a 15 minute break for every 3 hours of driving.
12. Vehicles will not pick up hitchhikers or family members.
13. Each vehicle will contain a First Aid kit and a cell phone.
14. Drivers are responsible for all traffic and parking violations.
15. In the case of an accident, the driver will:
  - Stop immediately, and ensure vehicle is safely placed.
  - Notify local authorities (call 911).
  - Render aid to anyone who is injured.
  - Obtain names, addresses and phone numbers from witnesses.
  - Notify designated administrator at NWU

### **CHECKLIST FOR OFF CAMPUS TRIPS OUTSIDE LINCOLN**

#### Staff or Faculty Member Responsible:

- List of students to designated administrator
- Itinerary to designated administrator
- Signed Waivers to designated administrator

#### Driver

- Photocopy of License and Signed Permission Slip to designated administrator
- Approval from designated administrator
- Nebraska Wesleyan Insurance Card
- First Aid kit in vehicle

#### Student Driver

- Photocopy of License and Signed Permission Slip to designated administrator
- Approval from designated administrator
- Nebraska Wesleyan Insurance Card
- First Aid kit in vehicle

Waiver and Release of Liability

In consideration of my participation, **I hereby forever release and covenant not to sue** Nebraska Wesleyan University, the Nebraska Wesleyan University Board of Governors, or any of their employees, instructors, volunteers, agents, and all others who are involved, **from any and all present and future claims resulting from ordinary negligence on the part of the University or others listed** for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction during the \_\_\_\_\_ (trip), activities or any activities incidental thereto, wherever,

whenever, or however the same may occur. **I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for injury or death.**

I understand that the \_\_\_\_\_ (trip) may involve certain risks, and that equipment provided for my protection may be inadequate to prevent serious injury. In addition, I understand that participation in the \_\_\_\_\_ (trip) involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants.

**I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.**

**I acknowledge that while the University will make every reasonable effort to minimize exposure to known risks, all stresses and hazards associated with this activity that cannot be foreseen. I have a personal responsibility to follow safety rules and procedures established by \_\_\_\_\_ (Instructor) and will make him/her aware of any point in which I question my ability to participate in any activity.**

**I further agree to indemnify and hold harmless Nebraska Wesleyan University and others listed** for any and all claims arising as a result of my participation at \_\_\_\_\_ (trip) or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Nebraska.

I affirm that I am of legal age and am freely signing this agreement. **I have read this form and fully understand that by signing this form, I am giving up legal rights** and/or remedies which may be available to me for the ordinary negligence of Nebraska Wesleyan University or any of the parties listed above. I understand that this agreement is a binding legal document.

**CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING:**

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
(Address and Telephone Number of Witness)

\_\_\_\_\_  
Signature of Parent/ Guardian (if student is under age 19)

\_\_\_\_\_  
Date signed

In consideration of my participation, **I hereby forever release and covenant not-to- sue** Nebraska Wesleyan University, the Nebraska Wesleyan University Board of Governors, or any of their employees, instructors, volunteers, agents, and all others who are involved, **from any and all present and future claims resulting from ordinary negligence on the part of the University or others listed** for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction during the \_\_\_\_\_ (trip), activities or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for injury or death.**

## Fixed-Term Faculty Positions

**On March 1, 2005, the NWU faculty approved creation of the following new non-regular faculty categories: Instructor, Fixed-Term; Assistant Professor, Fixed-Term, Associate Professor, Fixed-Term; and Professor, Fixed-Term.**

**Fixed-Term Faculty appointments would be subject to the following conditions:**

- **Number:** The number of fixed-term CLAS faculty would be limited to no more than 10% of a five-year rolling average of the CLAS regular faculty.
- **Contracts:** Fixed-term faculty will receive one year contracts for the first three years of service. After the third year of service, fixed-term faculty will be eligible for three-year contracts indefinitely. (Contracts shorter than three years may be negotiated at the faculty member's request.)
- **Responsibilities:** Combined teaching and non-teaching responsibilities shall be no more than the workload of regular tenure track faculty. Responsibilities shall be explicitly stated in the faculty member's contract.
- **Salary:** Fixed-term faculty will be hired at no less than 85% of the baseline salary being offered to newly-hired regular faculty. Fixed-term faculty will receive raises at the same percentage as regular faculty.
- **Benefits:** Benefits for fixed-term faculty are the same as the benefits specified in Articles II-VII and IX-XIII of the green "Fringe Benefits" section of the Faculty Handbook. Fixed-term faculty will not be eligible for sabbaticals; however, after three years, they are eligible for unpaid leave without loss of rank.
- **Evaluation and Reappointment:**
  - Reappointment in the initial three years shall be made by the Provost in consultation with the department chair based on faculty member's classroom performance, the faculty member's other designated responsibilities, and institutional staffing needs.
  - Evaluation for the first three year contract will be made in the first semester of the third year of service. These evaluations will be done by the Faculty Evaluation Committee.
  - In the third year of each three-year contract, reappointment to a subsequent three-year contract shall be made by the Provost in consultation with the department chair, based on the faculty member's classroom performance, the faculty member's other designated responsibilities, and institutional staffing needs.
- **Rank:**
  - Criteria for appointment to each fixed-term rank shall be the same as those for appointment to the respective regular faculty rank.
  - Evaluation for advancement in rank shall be done by the Faculty Evaluation Committee according to standards yet to be established by the faculty.

Approved by the Board of Governors on May 6, 2005.