HUMBOLDT STATE UNIVERSITY Senate Chair's Report Senate Meeting, January 28, 2020

Welcome everyone to our first Senate meeting of 2020. In early January, Interim Provost Lisa Bond-Maupin took the helm of Office of Academic Affairs and she has already been active in her role on the Senate. Due to prior commitments she should not be present today. At her invitation, on Tuesday, January 14, I participated in an OAA budget retreat to learn more about the budget challenges facing the division and potential strategic investments and reductions. In my capacity as Chair this semester I will continue to participate in weekly OAA leadership meetings and I will be working with Provost Bond-Maupin and Chief of Staff Sherie Gordon to guide the institutional strategic planning process. This work will kick off very soon and many stakeholders and constituencies across campus, including Senate, will be a part of it. Because this work is likely to be fairly consuming (and I'm also teaching and trying to do research and meet service responsibilities), Senator Jen McGuire has been appointed to be acting cochair of the Student Success Alliance (SSA) Committee. She has a depth of experience from serving multiple years on the committee and I'm grateful to her for accepting this role. The SSA's immediate work will be helping to guide the proposal process for AY20-21 one-time GI2025 funds, including providing initial scoring of proposals, and working with recipients on developing consistent assessment of outcomes.

By all accounts President Jackson's investiture ceremony on January 15 went well, even if the weather was a bit windy, wet and cold during the procession. I appreciate the HSU faculty, staff, and community members who showed up to support President Jackson, as well as many presidents of other CSU campuses, trustees and delegates, friends and family who braved the journey to Humboldt in challenging weather to show their support.

In addition to HSU, 13 CSU's are searching for a new provost. President Jackson has enlisted the help of an executive search firm, WittKieffer, to help HSU recruit and hire a permanent provost in this competitive environment. WittKieffer will hold open forums for the campus on Monday 1/27 and Tuesday 1/28 (scheduled in Goodwin Forum immediately after the Senate meeting concludes). The results of the general faculty election for faculty representatives to serve on the Provost search committee are John Meyer, Department of Politics, Amber Gaffney, Department of Psychology, David Greene, Department of Forestry and Wildland Resources and Brianne Hagan of the University Library. President Jackson has appointed two staff members, Cristiana Gomez Frye, ASC department of Psychology, and Edy Reynoso, Interim Executive Director of the Office of Diversity, Equity and Inclusion.

You can access the latest update on the CSU Chancellor Search here. A brief digital survey questionnaire has been posted online to provide an opportunity for stakeholders who could not attend the open forums to provide feedback about the qualities, skills, and experience needed in the next Chancellor (you can find it here).

On January 23, I requested that the President's Office and VP for Advancement, Frank Whitlatch, provide an update to the Senate about KHSU, and I will continue to follow-up with them about the situation. I appreciate VP Whitlatch providing a written report for today's meeting about his division's activities and successes.

As of Friday, January 24, President Jackson has not response to Resolutions 01-19/20-UPC: Resolution on Minimum Qualifications for Student Office Holders, 05-19/20-UPC: Resolution on Student Club and Student Organization Travel Policy, and 06-19/20-UPC: Resolution on Humboldt State University Policy on the Use of Unmanned Aircraft Systems (UAS). It is my understanding from Chief of Staff Sherie Gordon that a response to each of these is in the works, and I am not aware of any objections from the

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President's Office to them. 02-19/20-FAC - Resolution on Excess Enrollment Policy has been superseded by a CSU-CFA agreement on an excess enrollment policy that was reached on January 3, 2020, in response to grievances filed by HSU faculty (see attached document). The policy goes into effect immediately.

Thank you to Lisa Castellino, AVP for Institutional Effectiveness, for all of her hard work organizing and executing the January 24 Great Colleges to Work For survey presentation and discussion for faculty and to the two -dozen faculty who participated. As a reminder, the staff forum is scheduled for Tuesday, February 4, 9:30-11:30am in Goodwin Forum. The results of the forums will be reported to the president's administrative team (PAT).

It's clear from the faculty forum that there is guite a bit of work to be done to build trust between the faculty and the senior administration, but some faculty are hopeful meaningful change is possible with the transition in leadership (the survey was administered in Spring 2019). Participants suggested that faculty in general tend to be critical, and some suspected that the results of HSU's survey were not that much different than the results at other institutions. Others stated they are tired of contributing their thoughts and ideas at events that ask for their time and participation but do not seem to lead to much change. AVP Castellino will be providing a debrief to Provost Bond-Maupin regarding the specific recommendations included in each small group's report out. I came away from the event asking: What are the small things with big impact that we can implement right away that will help us to get to a positive place where we can constructively move the institution forward? Please let me know your specific thoughts and suggestions in response to this question. I would like to see us deploy the survey again; if there is support for this idea, the survey would likely be offered in Spring 2021. A follow-up to the Spring 2019 survey would help campus gauge impact of the leadership transition, and the survey process itself seemed to generate reflection about what practices and procedures are creating challenges on the campus, what faculty and staff see as interventions that would facilitate improvement in their working conditions, and how different constituencies can work together to improve processes and culture.

SETTLEMENT AGREEMENT

Humboldt State University Consolidated Grievances

In order to reach an amicable resolution of CSU Grievance No. R03-2018-112/CFA Grievance No. 2018-091 (Grievance), this Settlement Agreement and General Release (the "Agreement") is entered into by and between the Board of Trustees of the California State University ("CSU") through Humboldt State University ("HSU") (collectively "University") and the California Faculty Association ("CFA"), all of whom are designated collectively as the "Parties" to this Agreement.

The Parties mutually agree as follows:

- I. This settlement is the compromise of disputed claims, and shall not be construed as an admission by any Party to this Agreement of any wrongdoing or liability.
- II. This Agreement shall not create a precedent for any other complaint or grievance within the CSU system.
- III. The Parties agree to the following in full settlement of the Grievances:
 - A. Effective beginning Spring Semester, 2020, HSU retracts its directives to the College Deans that no WTU(s) would be granted for excess enrollments. The campus will allow assigned WTUs for excess enrollment based on the policy enacted in (B) below.
 - B. Effective Spring 2020, HSU shall enact the following Excess Enrollment Support Policy:
 - 1. For courses without concurrently enrolled laboratory sections with census date enrollment of 75 or more, Assigned Time WTU(s), an assistant (i.e., Graduate Assistant, Teaching Associate, or Instructional Student Assistant), or a combination of both shall be allocated. Whichever option is utilized is the decision of the Appropriate Administrator in consultation with the course instructor and/or Department Chair.
 - 2. For courses with concurrently enrolled laboratory sections with census date enrollment of 72 or more, Assigned Time WTU(s), an assistant (i.e., Graduate Assistant, Teaching Associate, or Instructional Student Assistant), or a combination of both shall be allocated. Whichever option is utilized is the decision of the Appropriate Administrator in consultation with the course instructor and/or Department Chair.
 - 3. If an assistant is not utilized, HSU shall provide the instructor with assigned time for excess enrollments, as follows:
 - If a course without concurrently enrolled laboratory sections has census date enrollment between 75 and 95 (inclusive)--- 1 WTU shall be assigned;

- If a course with concurrently enrolled laboratory sections has census date enrollment between 72 and 95 (inclusive)---1 WTU shall be assigned;
- If a course has census date enrollment between 96 and 120 (inclusive)---2 WTU shall be assigned;
- If a course has census date enrollment over 120 --- 3 WTU shall be assigned
- 4. If an assistant is utilized without additional WTU allocation, the hours of the assistant shall be as follows:
 - If a course without concurrently enrolled laboratory sections has enrollment between 75 and 95 (inclusive) a minimum of 4 hours/week;
 - If a course with concurrently enrolled laboratory sections has a census date enrollment between 72 and 95 (inclusive) --- - a minimum of 4 hours/week;
 - If a course has enrollment between 96 and 120 (inclusive) a minimum of 8 hours/week;
 - If a course has enrollment over 120 a minimum 12 hours/week shall be provided.
- 5. When departments use a combination of WTUs and assistants, the number of WTUs assigned and the minimum hours/week assigned to the assistant shall be determined by the Appropriate Administrator in consultation with the course instructor and/or Department Chair. For purposes of this Agreement only, 1 WTU is the equivalent of 4 assistant hours. This formula is not precedent setting at any other CSU campus and only applies at HSU in relation to this Agreement.
- 6. Nothing in this agreement shall limit the right of the President to grant assigned time for excess enrollment beyond the requirements in provision 2.
- 7. Factors to be used in determining whether or not to use assistants shall include, but not be limited to:
 - The presence of a graduate program in the department.
 - The availability of qualified students to work.
 - The class structure, content, and assignments are such that there is sufficient work to be assigned to the assistant without resulting in an excessive or unreasonable workload for the faculty member.
 - Other discipline specific factors.
 - Operational considerations of the University.
- 8. In the event that no assistant is assigned, the faculty member shall be assigned WTUs as provided in Section 3 above.

- IV. Upon execution of this Agreement, CFA agrees to withdraw with prejudice as fully settled and resolved the Grievance with each Party bearing its own costs and fees. CFA hereby fully releases and forever discharges the State of California, the Trustees of the California State University, HSU and each of their officers, agents and employees from any and all claims, causes of action and liabilities arising out of the specific facts and circumstances underlying the Grievance.
- V. This Agreement resolves any and all claims raised or that might have been raised in the grievance and satisfies any and all obligations of the University under the terms of the Collective Bargaining Agreement.
- VI. Any dispute regarding the enforceability or terms of this Agreement will be adjudicated in accordance with the grievance procedures contained in Article 10 of the current Collective Bargaining Agreement.
- VII. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, expressed or implied, between the Parties with respect to the subject matters covered herein. No amendment of or modification to this Agreement shall be deemed valid unless in writing and signed by all Parties to this Agreement.
- VIII. This Agreement may be executed in several counterparts, and in facsimile or electronic form, and all such executed counterparts shall constitute a single agreement, binding on all of the Parties hereto, and their successors and assignees, notwithstanding that all of the Parties hereto are not signatories to the original or to the same counterpart.

By signing below, the Parties witness their agreement to all of the terms and conditions of this Settlement Agreement. The effective date of this Agreement shall be the date of the last signature of the parties.

For CFA:	
Jele	January 2, 2020
Jason Conwell Representation Specialist	Date

For California State University:

On behalf of the Board of Trustees of the California State University:

January 3, 2020
Date

On behalf of Humboldt State University:

Manager, Systemwide Labor Relations

Dr. Simone Aloisio
Associate Vice President of Faculty Affairs

January 3, 2020