

Tuesday, April 25, 2017, 3:00pm, Goodwin Forum (NHE 102)

Chair Julie Alderson called the meeting to order at 3:03pm on Tuesday, April 25, 2017 Goodwin Forum, Nelson Hall East, Room 102; a quorum was present.

Members of the University Senate, and others in attendance, recognized a moment of silence to honor and remember HSU student, David Josiah Lawson, who passed away in the early morning of Saturday, April 15.

Members Present

Abell, Alderson, Avitia, Blake, Creadon, Dunk, Enyedi, Flynn, Frye, Gold, Guillen, Karadjova, Le, Lopes, Maguire, K. Malloy, Meyer, Oliver, Ortega, Pence, Platt, Rizzardi, Rossbacher, Sadeghzadeh, Thobaben, Virnoche, Wilson, Wrenn

Members Absent

Camann, Cortez-Regan, N. Malloy

Guests

Stephanie Burkhalter, Lisa Castellino, Kim Coughlin-Lamphear, Mary Glenn, Volga Koval, Tom Trepiaik, Jessica Lammers, Tessa Lance, Rick Zechman

Announcement of Proxies

K. Malloy for N. Malloy, Pence for Cortez-Regan

Approval of and Adoption of Agenda

M/S (Thobaben/Wilson) to add to the agenda, in position as agenda item 10, *Resolution Endorsing the San Jose White Paper: Faculty Intellectual Property at SJSU*

M/S (Avitia/Wilson) to approve the agenda as amended
Motion unanimously approved

Approval of Minutes from the April 11, 2017 Meeting

M/S (Flynn/Avitia) to approve the Minutes of April 11, 2017
Motion carried unanimously

Reports, Announcements, and Communications of the Chair

Written Report Attached

Reports of Standing Committees, Statewide Senators, and Ex-officio Members

Academic Policies:

- Written Report Attached

Associated Students:

- HSU students elected a new AS President, Joey Mularky, to serve for the 2017/18 Academic Year
- Janessa Lund was appointed as the new Executive Director for Associated Students

Constitutions and Bylaws:

- Written Report Attached

Faculty Affairs:

- Written Report Attached

Open Forum for the Campus Community

In opposition to the proposed Resolution on Opposing Pouring Rights Exclusivity Contracts at Humboldt State University, Interim Athletic Director Tom Trepik spoke to the significant and necessary sponsorship funding the Athletic department receives from Pepsi in exchange for shelf space at HSU.

On behalf of herself and other student athletes at HSU, student Jessica Lammers suggested that administration consider agreeing to a short-term contract with PepsiCo thus allowing for continued funding with adequate time to explore long-term options.

General Consent Calendar

The following items received unanimous approval:

- a. Updates to Membership Charge of the Landscape Advisory Committee
- b. Updates to Policy for Naming Facilities
- c. Updates to Outdated Campus Email Policy
- d. Updates to Outdated Campus Critical Immediate Send Policy
- e. Approval of Email Policy for Associated Students

Approval of the Spring 2017 Commencement Lists

M/S (Thobaben/Abell) to move that the University Senate of Humboldt State University accept the final graduation lists for Spring 2017, and recommend the graduation of all persons whose names are on those lists subject to the provision that any student whose name is on a list and who has not fulfilled the requirements for graduation, will have her or his name removed from the list and that student shall not graduate

Senate unanimously agreed to recommend the Spring 2017 Commencement Lists to the President for approval.

Resolution on Creating a University Policies Committee to Serve as a Standing Committee of the University Senate (21-16/17-EX – April 25, 2017) Second Reading

M/S (Abell/Avitia) to amend the resolution with a substitute resolution, Resolution to Amend the Bylaws of the University Senate to Establish the University Policies Committee as a Standing Committee

Senator Abell explained that the alternate resolution would simply amend section 11.0 of the Senate Bylaws to include a University Policies Committee to serve as a newly established Standing Committee of the University Senate. This committee would consider a wide-range of policy items that do not fall under the purview of any of the existing Senate standing committees.

Senators unanimously approved the amendment by substitution

Senators voted: Resolution to Amend the Bylaws of the University Senate to Establish the University Policies Committee as a Standing Committee (21-16/17-EX – April 25, 2017) **passed without dissent**

Ayes: Abell, Avitia, Blake, Cortez-Regan, Creadon, Dunk, Enyedi, Flynn, Frye, Gold, Karadjova, Le, Lopes, K. Malloy, N. Malloy, Meyer, Oliver, Ortega, Pence, Platt, Rizzardi, Virnoche, Wilson, Wrenn

Abstentions: Maguire, Sadeghzadeh

Vote not recorded: Thobaben

Sense of the Senate Resolution Endorsing the San Jose White Paper: Faculty Intellectual Property at SJSU (27-16/17-Thobaben/Abell – April 25, 32017)

M/S (Thobaben/Avitia) to move the resolution

Senator Thobaben expressed deep concerns over the March 3, 2017 CSU Intellectual Property Policy and asked the HSU Senate to endorse the Academic Senate of San Jose State University's April 10, 2017, White Paper: *Faculty Intellectual Property at SJSU and the CSU Proposed IP Policy*. Senator Thobaben hopes the HSU Senate will encourage the CSU administration and the ASCSU to review the draft HSU Intellectual Property Policy for guidance on how to improve the proposed CSU system-wide policy. Senator Thobaben reminded Senators that the CSU draft IP proposal weakens existing protections of faculty rights.

Senators voted: Sense of the Senate Resolution Endorsing the San Jose White Paper: Faculty Intellectual Property at SJSU (27-16/17-Thobaben/Abell – April 25, 32017), **passed without dissent**

Ayes: Abell, Avitia, Blake, Cortez-Regan, Creadon, Dunk, Frye, Karadjova, Maguire, K. Malloy, N. Malloy, Meyer, Ortega, Platt, Rizzardi, Thobaben, Virnoche, Wilson, Wrenn

Nays: Gold

Abstentions: Enyedi, Flynn, Le, Lopes, Oliver, Pence, Sadeghzadeh

Resolution on Adopting an HSU Animals on Campus Policy (23-16/17-UPC – April 25, 2017)
Second Reading

M/S (Meyer/Ortega) to move to replace the resolution with a slightly amended version

Senator Meyer explained that revisions to the proposed policy include suggestions based on feedback provided during the first reading.

Discussion ensued

Senators voted: Motion to replace the resolution with UPC's amended resolution, **passed without dissent**

M/S (Platt/Avitia) to further amend by addressing and including specific language pertaining to emotional support animals

Discussion continued

M/S (Dunk/Gold) to call the question
Motion Approved

Senators voted by clicker vote: motion to further amend by addressing and including specific language pertaining to emotional support animals, did not pass

Ayes: Cortez-Regan, Creadon, Sadeghzadeh

Nays: Abell, Blake, Dunk, Flynn, Frye, Gold, Karadjova, Le, Maguire, K. Malloy, N. Malloy, Meyer, Oliver, Ortega, Platt, Rizzardi, Thobaben, Virnoche, Wilson, Wrenn

Abstentions: Avitia, Enyedi, Pence,

Vote not recorded: Maguire

Second Reading for Resolution on Adopting an HSU Animals on Campus Policy will be continued as the Senate reached a Time Certain

TIME CERTAIN: 4:25 PM – [Summary of the URPC's University Budget Planning for the Future Open Forum](#)

URPC Co-Chair, Senator Rizzardi provided an overview of the URPC's April 4, 2017 Open Forum.

The Powerpoint presentation is available for viewing via the following link:
<http://www2.humboldt.edu/budget/sites/default/files/documents/FY16-17/Budget%20Forum%20170404.pdf>

TIME CERTAIN: 4:45 PM – Resolution Approving Program SLO for General Education and All-University Requirement (13-16/17-GEAR – April 25, 2017) Second Reading

Professor Harmon and GEAR Chair provided a brief update on changes incorporated since the first reading based on vetting and feedback provided to the GEAR committee.

Senators voted by roll call vote: Resolution Approving Program SLO for General Education and All-University Requirement (13-16/17-GEAR – April 25, 2017), **passed without dissent**

Ayes: Abell, Avitia, Dunk, Enyedi, Flynn, Gold, Karadjova, Lopes, Meyer, Oliver, Ortega, Pence, Platt, Rizzardi, Thobaben, Virnoche, Wilson

Nays: Creadon, K. Malloy, N. Malloy

Abstentions: Blake, Cortez-Regan, Frye, Le, Sadeghzadeh, Wrenn

Vote not recorded: Maguire

Continuation of Second Reading for Resolution on Adopting an HSU Animals on Campus Policy (23-16/17-UPC – April 25, 2017)

M/S (K. Malloy/Wilson) to call the question

Senators voted: Resolution on Adopting an HSU Animals on Campus Policy (23-16/17-UPC – April 25, 2017), **passed without dissent**

Ayes: Abell, Blake, Creadon, Frye, Gold, Karadjova, Le, Lopes, Maguire, K. Malloy, N. Malloy, Meyer, Oliver, Ortega, Rizzardi, Thobaben, Wilson, Wrenn

Nays: Cortez-Regan, Flynn, Platt, Sadeghzadeh, Virnoche

Abstentions: Avitia, Enyedi, Pence

Vote not recorded: Dunk

M/S (Meyer/Abell) to move to agenda item 12, *Resolution on Opposing Pouring Rights Exclusivity Contracts at Humboldt State University*
Motion approved

Resolution on Opposing Pouring Rights Exclusivity Contracts at Humboldt State University (26-16/17-Avitia/Lance – April 25, 2017) Second Reading

Senator Avitia pointed out changes made to the resolution following feedback from Senate and members of the campus community during a Town Hall meeting.

M/S (Meyer/Le) to extend the meeting
Motion approved

Discussion ensued

M/S (Meyer/Avitia) to extend the meeting
Motion approved

Discussion continued

Senators voted: Resolution on Opposing Pouring Rights Exclusivity Contracts at Humboldt State University (26-16/17-Avitia/Lance – April 25, 2017) **passed without dissent**

Ayes: Abell, Avitia, Blake, Creadon, Dunk, Frye, Karadjova, Le, Lopes, K. Malloy, N. Malloy, Meyer, Oliver, Pence, Platt, Sadeghzadeh, Thobaben, Virnoche, Wrenn

Nays: Wilson

Abstentions: Cortez-Regan, Enyedi, Flynn, Ortega, Gold

Vote not recorded: Rizzardi, Maguire

Resolution on Adoption of a Laboratory Teaching Evaluation Instrument (26-16/17-FAC – April 25, 2017) Second Reading

Chair Wrenn restated the basic principle for creating a separate lab evaluation instrument is due to the fundamental difference of lab instruction.

Senators voted: Resolution on Adoption of a Laboratory Teaching Evaluation Instrument (26-16/17-FAC – April 25, 2017), **passed without dissent**

Ayes: Abell, Avitia, Blake, Creadon, Dunk, Enyedi, Flynn, Gold, Karadjova, K. Malloy, N. Malloy, Meyer, Oliver, Ortega, Pence, Platt, Thobaben, Virnoche, Wilson, Wrenn

Nays: Le

Abstentions: Cortez-Regan, Frye, Lopes, Sadeghzadeh

Vote not recorded: Maguire, Rizzard

Meeting adjourned at 5:15pm

HUMBOLDT STATE UNIVERSITY
Senate Chair's Report
Senate Meeting, April 25, 2017

Last week I attended the final Senate Chairs meeting of the semester. We heard updates from Chris Miller (ASCSU Chair) and Eric Forbes from the Division of Academic and Student Affairs. Miller noted that ASCSU is pushing for a shift to year-round Pell grants (thus allowing students to use financial aid for summer classes) and is also considering how the Senates should be involved in GI2025 efforts. Forbes talked about the COs efforts around academic preparation – in particular the highly aspirational goal of eliminating remedial courses by Fall 2019.

Regarding IP, it appears that the CO wants comments on the draft policy to come in solely via ASCSU. We discussed this with Chris Miller. The Senate Chairs do not agree about how to move forward. Some have decided not to respond, beyond sending along their current IP policies. Others have talked about passing resolutions that indicate solidarity with SJSU's resolution and white paper, although it seems unlikely that any such resolutions will be passed in the current AY. Chris Miller did indicate her belief that such resolutions would help strengthen ASCSU's position when they communicate to the CO regarding the general dissatisfaction with the draft.

Other conversation involved discussion about the implementation of EO 1108 – the Policy on Systemwide Smoke and Tobacco Free Environment goes into effect in the fall!

Finally, as an FYI, SenEx approved the reappointment of Rosamel Benavides-Garb to the ACIP – the Academic Council on International Programs, the systemwide faculty oversight body for CSU International Programs – for a second three year term.

HUMBOLDT STATE UNIVERSITY

University Senate Written Reports, April 25, 2017

Standing Committees, Statewide Senators and Ex-officio Members

Academic Policies Committee:

Submitted by Mary Virnoche, APC Chair

April 11, 2017

Members: <http://www2.humboldt.edu/senate/academic-policies-committee>

Present: Joice Chang, Paul Cummings, Michael Goodman, Mary Glenn, Zach Kihm, Michael Le, Clint Rebik, Mary Virnoche (chair)

Absent: Brandon Dolfi, Heather Madar (schedule conflict)

Guests: Kathy Thornhill, Director, ACAC

Correction to March 28, 2017 Report submitted by Kathy Thornhill

Process for first-time first-year registration: Between June 19-30, each student completes an online registration tutorial. Once they complete the tutorial, they are released to register. During this registration period, new students may also call student campus ambassadors for assistance. All schedules are audited by these [student] campus ambassadors to ensure they are appropriate (no upper division, at least 1 Golden 4, 15 credits, prerequisites met, etc.). Students who need to make revisions are contacted by student campus ambassadors. In addition, professional advisors review their assigned students' first-semester schedules and contact any who need to make changes based on the above criteria. Registration closes for the month of July and re-opens the first week of August.

Note: Most Departments do not yet have professional advisors. There is a good bit of faculty resistance to professional advising. The APC has a sense that faculty generally think of advising as academic/career advising that happens once or twice a semester. Professional advisors have a year-round curriculum for advising that is much broader and includes intrusive contact that could never be accomplished by faculty members given other responsibilities coupled with advising loads.

Honorary Degree Nominating Committee

APC approved the revisions to the policy and moved it to the Senate for a 1st Reading.

Advising

Mary V. will review recent advising reports and research. Mary V. and Kathy Thornhill meet on April 28 to develop a policy draft on advising protocols, faculty training and other priority factors. The APC will meet one more time this year on the draft. This work will be passed on to the next APC and FAC hopefully

for introduction to the Senate in Fall 2017.

Constitution and Bylaws Committee:

Submitted by Jeff Abell, CBC Chair

- I. This semester the CBC meeting is scheduled for every other Thursday from 3-4 pm in NHE 120. There are no further meetings scheduled for this semester
- II. Report from Thursday Apr 13, 2017 Meeting
 - A. Meeting called to order at 15:00 in NHE 120 with Abell (Chair), Guzman and Shellhase. Abell was proxy for Watson. Quorum was met with 3 out of 5 members physically present, one proxy present, and representation from 2 faculty, 1 staff and 1 student.
 - B. Chair updated committee on status of FAC's survey regarding lecturer participation in shared governance. Survey will be administered by OIE starting Apr 24 and finishing May 8. CBC's participation in the discussion and analysis of survey results will likely begin in the Fall semester.
 - C. On a vote of 4-0, CBC approved a first reading bylaws amendment that alters voting eligibility for the election of Senate officers. Request was sent to SenEx to place the item on a future Senate agenda. Amendments are:

12. 61 The annual election of Senate officers, Standing Committee chairs, and members of the Appointments and Elections Committee shall be conducted at ~~the first~~ a Senate meeting within one month following the election of new Senators. ~~Incoming and continuing Senators may vote in person or by proxy. Nominations shall be made in accordance with the provisions for eligibility outlined in the Constitution.~~

12.61.i. Nominations shall be made in accordance with the provisions for eligibility outlined in the Constitution.

12.61.ii. Incoming and continuing Senators may vote in person or by proxy. Outgoing Senators may vote if the incoming Senator who will replace them has not yet been determined or is absent from the meeting and has not delegated a proxy.

(Remaining items in this section will be renumbered accordingly.)

- D. CBC began formal discussion of who should qualify a member of the "University Community" as it relates to attendance at Senate Standing and Ad-Hoc Committee Meetings.
 1. Consensus was reached on the inclusion of the following groups as members of the University Community: currently employed administrators, faculty, staff; currently enrolled students; emeritus faculty; and alumni.

2. No consensus was reached on the inclusion of the following groups as members of the University Community: retired administrators, retired staff, adjunct faculty, non-alumni donors, intern/service learning partners, neighbors in the local Arcata community. We decided to continue the discussion at our next meeting before any formal definition was voted on.
- E. Meeting adjourned at 3:50

III. Report from Thursday Apr 20, 2017 Meeting

- A. Meeting called to order at 15:00 in NHE 120 with Abell (Chair), Chang, Guzman, and Shellhase. Abell was proxy for Watson. Quorum was met with 4 out of 5 members physically present, one proxy present, and representation from 3 faculty, 1 staff and 1 student.
- B. Chair informed committee that a first-reading of the bylaws amendment, re: Voting Eligibility for Election of Senate Officers, has been deferred until next semester.
- C. CBC discussed and approved a draft definition for “members of the University Community” as it relates to attendance at Senate Standing and Ad-hoc Committee meetings
 1. Bylaws 10.75 states: “A [Senate Standing or *Ad-hoc*] committee shall, where time permits, hear all testimony relevant to its assignment. All meetings shall be open to the university community...”
 2. On a vote of 5-0 CBC agreed that a minimum definition for members of the “University Community” should include: a) currently employed administrators, faculty and staff; b) currently enrolled students; c) emeritus faculty, retired administrators and retired staff; d) alumni and e) current adjunct faculty
 3. The CBC is open to further suggestions to broaden or limit the scope of this inclusion. At this time there are no plans to forward a formal interpretation to the Senate for approval. If such an interpretation is requested, the committee suggests it be made next semester, after the vote on the constitutional amendment proposed in Resolution 16-16/17-CBC (Resolution to Add Section 10.0 Interpretation to the Constitution of the University Senate).
 4. CBC reminds all Senate Standing and Ad-hoc Committee chairs that they have a large degree of control over how committee meetings function. That includes the ability to go into executive session to discuss sensitive topics. Such sessions can be called at any time during the meeting after initially convening in open session. A majority approval from the committee members is all that is required to move into executive session.
- D. CBC drafted and approved a bylaws text amendment to establish the UPC as a standing committee
 1. On a vote of 5-0 the CBC drafted a bylaws resolution formally establishing the UPC as a standing committee of the Senate.
 2. The CBC directed the Chair to propose this resolution as a substitute amendment for 21-16/17-EX which will be discussed at today’s Senate meeting. This substitute resolution is technically necessary because establishing a new standing committee is a de-facto change in the bylaws.
 3. The CBC agreed that notification of this bylaws change was already accomplished when the original resolution came to the Senate as a first reading

on Mar 28. As such, if the substitution amendment is approved at today's Senate meeting, the Senate can vote on this bylaws change today.

E. Meeting adjourned at 3:40 pm

Faculty Affairs Committee:

Submitted by George Wrenn, FAC Chair

Faculty Affairs Committee Report – April 11, 2017

Faculty Affairs held its final in-person meeting of the year on April 11.

Absent: Marissa O'Neill

Agenda:

1. Lab Teaching Evaluation Instrument prep for second reading
 2. Year-end review of priorities and accomplishments
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1. Lab Teaching Evaluation Instrument prep for second reading
 - a. The committee revised the instrument in preparation for a second reading.
2. Year-end review of priorities and accomplishments
 - a. The Committee reviewed priorities and accomplishments for the year in preparation for the Chair's annual report. A number of topics will carry over into 2017/18, including: analysis of assigned time, analysis of survey on faculty lecturer participation in shared governance; comprehensive review of the faculty awards process; analysis of class and classroom scheduling processes; I.P. policy.

HUMBOLDT STATE UNIVERSITY

Facilities Management

Campus Landscape & Tree Advisory Committee

Charge to the Advisory Committee

- The Advisory Committee's charge is to provide input to Facilities Management and Housing with regard to the planning, design and maintenance functions associated with the University's landscape and urban forest.
- This charge is accomplished through review and input of a unified campus standard plant list, provision of input for proposed landscape changes and design proposals, projects or plans, provision of input regarding policies associated with maintenance of the landscape owned or leased by the University, and increasing awareness of academic needs regarding the campus landscape which is considered to be an "outdoor classroom".

Reports To

- This Committee is advisory in nature to Facilities Management, Housing and the University Space & Facilities Committee. Work done at this level will be utilized to develop recommendations (associated with those areas noted above) for action.

Term & Appointment

- Annually

Meeting Schedule

- Once per semester with additional meetings as determined by the Chair

Membership

- Ex Officio
 - Associate Vice President, Facilities Management (Chair)- Traci Ferdolage
 - Associate Director, Planning & Design- Michael Fisher
 - Director, Sustainability, Energy & Grounds- Tallchief Comet
 - Grounds Representative as Appointed by the Director Housing & Residence Life- Jason Sowerwine
- Appointed
 - Faculty Representative as Appointed by the Dean, College of Natural Resources & Sciences- Stephen Sillett
 - Faculty Representative as Appointed by the Dean, College of Professional Studies- VACANT

- Faculty Representative as Appointed by the Dean, College of Arts, Humanities & Social Sciences- VACANT
- At-Large Faculty Representative as Appointed by the Provost- Mihai Tomescu
- Student Representative as Appointed by the Associated Students President- VACANT

Policies and Procedures for Naming Facilities Humboldt State University and the California State University

Policy Number: ~~UML-05-01~~<update>

Month/Year Posted: ~~2005-02~~<update>
(Supersedes UML 97-1, 95-5 and 93-1 <update>)

~~Preface To All Policies And Procedures~~NOTICE: Discussions and information regarding naming are confidential until a final decision has been rendered by the ~~designated official(s) — the President of Humboldt State University or The~~ California State University (CSU) Board of Trustees or the President of Humboldt State University.

PREAMBLE

The University has the expectation that ~~over time the use of these policies and procedures will lead to~~ the naming of the facilities at Humboldt State University ~~in such a manner that~~ will be balanced in reflecting the functions of the property, ~~reflecting the~~ natural/geographic features of the area, ~~reflecting the~~ traditional themes of the University, honoring individuals for service to the University Humboldt or the CSU, recognizing gifts to the University, and recognizing cultural, ethnic, national, and gender diversity with fairness, dignity, compassion, and ~~procedural~~ consistency.

HUMBOLDT STATE UNIVERISTY Policy and Procedures for Naming Facilities

Policy

The California State University (CSU) Board of Trustees retains authority for naming all California State University facilities and properties; i.e., all buildings; major portions of buildings; university or college streets or roads; stadium and athletic fields and other areas of major assembly or activity; plazas, malls, and other large areas of campus circulation; and all other highly visible facilities and properties.~~The California State University Trustees retain the authority to name all buildings and properties. [See attached CSU Policy & Procedure on Naming CSU Facilities and Properties]~~

The President of Humboldt State University ~~has the final decision and~~ is the only person authorized to ~~forward a~~ make a recommendation request to the CSU Board of Trustees to name a building or property.

The CSU Board of Trustees delegates to the Chancellor the authority to name individual rooms, limited areas and individual items or features within buildings, individual landscape items or features, limited outdoor areas, and other minor properties. The Chancellor is also delegated

authority to approve temporary namings for a facility or property, reflecting natural or geographic features, or reflecting a traditional theme of a university. The Chancellor has delegated this authority to the President of Humboldt State University. The President of the University makes the final decision to name Humboldt State University rooms (e.g. classrooms, laboratories, seminar rooms, auditoriums, concert hall, clinics, gymnasiums, lobbies) and other local campus facilities. This authority is granted under CSU Executive Order 713, effective November 1, 1999.

The Campus Naming Subcommittee of the University Space and Facilities Advisory Committee (the “Subcommittee”) is an administrative committee making recommendations to the Chair of the University Space and Facilities Advisory Committee (the “USFAC”), ~~and will hereafter be referred to as the Subcommittee.~~ The Chair of the USFAC shall appoint the Subcommittee to make recommendations regarding the naming of Humboldt State buildings, rooms, and other local campus facilities. The Chair of the USFAC shall request recommendations for potential appointment from the following ~~constituent bodies~~: the Emeritus Faculty Association, Staff Council, Associated Students, and the ~~Academic~~ University Senate Appointments Committee. The Subcommittee shall consist of one representative (unless otherwise indicated) from the constituencies below. ~~Committee members will serve staggered terms of four (4) years, except for the student representative who shall serve a one year term.~~

- Vice President for Advancement (chair of the committee) (ex-officio)
- Senate Appointments Committee - 1 Faculty Representative
- Emeritus Faculty Association - 1 Representative, if available
- Staff Council - 1 Representative
- Community Member - 1 Representative, appointed by the President
- Associated Students - 1 Representative
- ~~Director~~ Associate Vice President of Facilities Management (ex-officio)

The Subcommittee shall meet as needed and shall only consider written documentation of support with regard to Naming Proposals.

Procedure

The ~~following~~ procedure ~~will be followed when for~~ submitting a proposal (Naming Proposal is as follows):

- A written Naming Proposal to name a Humboldt State University building, room, area or other local campus facility ~~must be~~ may be submitted ~~by any individual~~ to the Chair of the USFAC.
- The Chair of the USFAC shall forward the Naming Proposal to the Chair of the Subcommittee.
- The Chair of the Subcommittee shall acknowledge receipt of the Naming Proposal and make a determination if the proposal is complete. If the Naming Proposal is incomplete, the Chair shall return the proposal for additional information prior to consideration. ~~A~~ The submitter has the responsibility to ensure that ~~all the N~~ aming Proposals is ~~are~~ complete.
- Naming Proposals must comply with ~~the Policies and Procedures Section 15501.00 of the Integrated California State University Administrative Manual (ICSUAM),~~ “Naming

~~of California State University Facilities and Properties for Naming Facilities of Humboldt State University and the California State University.”~~

- Naming ~~P~~proposals must ~~include succinctly provide~~ the following:
 1. The identity of the individual(s) or group submitting the ~~Naming P~~proposal, including a contact ~~information address and phone number~~.
 2. The name of the individual(s) or organization being proposed and the justification for the naming honor.
- Naming proposals will be kept confidential until a final decision has been rendered by ~~the designated official(s) the President of Humboldt State University or the CSU Board of Trustees or the President of Humboldt State University~~.

The review ~~(in a timely manner)~~ of ~~the N~~naming ~~P~~proposals by the Subcommittee ~~shall be completed in a timely manner and~~ will include the following:

- Thorough examination of the information submitted, ensuring:-
 - eCompliance with CSU and Humboldt State ~~Naming P~~policies and ~~P~~procedures.
 - Balanced treatment of all criteria set forth in Section 15501.00 of the Integrated California State University Administrative Manual (ICSUAM), “Naming of California State University Facilities and Properties”
 - That naming is based on merit and in accordance with the University's Nondiscrimination Policy.
- An examination of named facilities at Humboldt State University to ensure that the name does not conflict with a name currently in use.
- Recognition of the fact ~~The Subcommittee should recognize~~ that once a building or facility is named officially, the naming building thereby receives a designation generally lasting through ~~the its~~ lifetime of the building or facility.
- The Subcommittee may request from the proposer(s) additional information with regard to the ~~Naming P~~proposal.
- The Subcommittee shall strive to reach consensus (by simple majority vote) in support of or opposition to the ~~N~~naming ~~P~~proposal.
- The Chair shall provide a written Subcommittee recommendation to the Chair of the USFAC and include all supporting material. Dissenting committee members may attach a minority report to the Subcommittee recommendation.
- The Chair of the USFAC shall forward the written Subcommittee report and all supporting material to the President.
- The President shall make a ~~final~~ determination regarding the ~~N~~naming ~~P~~proposal and will notify the Chair of the USFAC.
- The Chair of the USFAC shall notify the Chair of the Subcommittee of the President's final determination.
- The Chair of the Subcommittee shall notify members of the Subcommittee and the proposer(s) of the President's decision.

No formal commitment for naming shall be made prior to approval of the proposed name by the ~~designated official(s) the President of Humboldt State University or the CSU Board of Trustees or the President of Humboldt State University~~. No announcements regarding the naming of facilities are to be issued until authorized in writing by the President of the University. After the decision has been made, the candidate or appropriate family member will be contacted by the

President or a designee.

Once approval is granted, University Advancement will make arrangements for public announcement and recognition. University Advancement shall coordinate the installation of signage with Facilities Management. University Advancement will maintain biographical sketches on individuals for whom facilities are named. ~~[See the Procedure section of the attached CSU Policy and Procedure on Naming CSU Facilities and Properties for additional information on procedure.]~~

Criteria for Naming Facilities Honors

Criteria for naming facilities are found in subsection 400 of Section 15501.00 of the Integrated California State University Administrative Manual (ICSUAM), "Naming of California State University Facilities and Properties."

~~[See the Policy Section of the attached CSU Policy and Procedure on Naming CSU Facilities and Properties for a listing of the criteria.]~~

~~Naming Exclusions~~

~~The naming of scholarships, endowments, trusts, lecture/artistic series, and equipment is excluded from this policy.~~

~~[See Policy and Procedure on Naming Scholarships, Endowments, Trusts, Lecture/Artistic Series, and Equipment]~~

~~ATTACHMENT TO UML 05-01~~

~~California State University Policy And Procedure On Naming California State University Facilities And Properties Policy~~

~~The Board of Trustees of The California State University retains authority for naming all CSU facilities and properties, i.e., all buildings; major portions of buildings; university or college streets or roads; stadium and baseball fields and other areas of major assembly or activity; plazas, malls, and other large areas of campus circulation; and all other highly visible facilities and properties. The Board delegates to the Chancellor the authority to name individual rooms, limited areas and individual items or features within buildings, individual landscape items or features, limited outdoor areas, and other minor properties. The Chancellor is also delegated authority to approve temporary namings for a facility or property, reflecting natural or geographic features, or reflecting a traditional theme of a university. The Chancellor may sub-delegate this authority, as he or she deems appropriate.~~

~~This policy is intended to encourage private support through opportunities to name campus facilities and properties and only under extraordinary circumstances should facilities and properties be named without a gift.~~

~~Each proposal for naming a CSU facility or property shall be considered on its own merits. No commitment for naming shall be made prior to Trustee approval of the proposed name.~~

~~A name of a CSU facility or property presented for Trustee approval must honor an individual or an organization and must meet the following criteria:~~

~~1. When a donor gift is involved:~~

- ~~• It is desirable for the CSU to name facilities and properties in honor of significant contributors of funds to the university.~~
- ~~• The Board will take into consideration the significance and amount of the proposed gift as either or both relate to the realization or completion of a facility or property or the enhancement of a facility or property's usefulness to the university.~~
- ~~• Facilities and properties may be named for individuals or for organizations responsible for a "substantial gift" benefiting the California State University. The term "substantial gift" in this context is deliberately not defined by arbitrary standards or by a specific dollar amount. Its interpretation is meant to be flexible so that each situation may be judged on its own merits and may take into account significant contributions of personal services as well as monetary or in-kind gifts. It is expected that each naming opportunity will recognize the donor according to the level of gift and size of facility.~~
- ~~• A donor gift can provide the funding for that portion of the total cost which would not have been available from any other source (such as federal or state loans or appropriations, student fees, bond issues, etc.).~~

~~2. In a rare instance, when no donor gift is involved:~~

- ~~• It should honor a person who has achieved unique distinction in higher education and other significant areas of public service, or who has served the CSU in an academic capacity and has earned a national or international reputation as a scholar, or has made extraordinary contributions to a CSU campus or the system which warrant special recognition, or who has served the CSU in an administrative capacity and who, during administrative service, made extraordinary contributions to a CSU campus or the system which warrant special recognition.~~
- ~~• When a proposal for naming in honor of an individual involves service to the university in an academic or administrative capacity, a proposal shall not be made until the individual has been retired or deceased at least two years.~~
- ~~• No more than one facility or property in the system shall be named after anyone individual.~~
- ~~• No facility or property will be named after seated, elected or appointed officials.~~

~~3. In special circumstances, the Board of Trustees may waive any or all of the above criteria.~~

Procedure

The following procedure will be observed when submitting a proposal for naming a CSU facility or property:

- ~~1. The request to name a specific facility or property shall have the approval of the President of the campus. The President shall forward the request to the Vice-Chancellor for University Advancement.~~

~~Each naming request must:~~

- ~~• Be submitted at least six weeks prior to the Board of Trustees' meeting at which the item is to be presented.~~
 - ~~• Demonstrate compliance with Board of Trustees' policy. Succinctly state reasons for the proposed name.~~
 - ~~• Name the constituent group(s) or individual(s) proposing the request. Name constituent group(s) or individual(s) recommending that the campus President approve the request. Confirm that the President has consulted, in a timely manner, with the executive committee of the campus Academic Senate.~~
 - ~~• Include complete biographical data about the individual or organization.~~
 - ~~• Ensure that all participants involved in this process remember that strict confidentiality is required.~~
 - ~~• Identify the "special circumstance" when requesting a waiver of policy, if any.~~
- ~~2. Upon receipt of the naming request, the Vice-Chancellor for University Advancement will convene a review panel. The panel shall consist of:~~
 - ~~• Vice-Chancellor for University Advancement Vice-Chancellor for Business Affairs~~
 - ~~• President of a campus (appointed by the Chancellor) President submitting request or his/her designee Chair of the Statewide Academic Senate~~
 - ~~• After the panel's review, the Vice-Chancellor for University Advancement presents the request to the Chancellor. If the Chancellor approves the request, the University Advancement staff will prepare an agenda item for presentation at the next Board of Trustees' meeting as follows:~~
 - ~~• The brief will be prepared for inclusion in the agenda for the Committee on Institutional Advancement.~~
 - ~~• An agenda item will be prepared for presentation at a meeting of the Committee on Institutional Advancement of the Board of Trustees.~~
 - ~~• Confidentiality is to be maintained on all requests submitted.~~

~~Requests for naming of facilities and properties should be submitted to:
University Advancement
The California State University
401 Golden Shore, Suite 635
Long Beach, California 90802
(562) 951-4810~~

~~Policy & Procedure Adopted July 8, 1999 by CSU Trustees
Last Updated: June 26, 2003~~

HSU Policies: P16-01 Email Policy

Applies To: Community Faculty Staff Student Printer-friendly version

Month/Year Posted: 01-2016

Policy Number: P16-01

Definition

This document describes the email services provided by Humboldt State University (HSU), and outlines the campus' responsible use policy for HSU faculty, staff, students, volunteers, emeriti, auxiliaries, and others who receive a university-provided email account.

Authority

ICSUAM 8000 – System Wide Information Security Policy

Scope

All persons and departments assigned an HSU email account.

Approved by the University Senate on this date: -- September 15, 2014

Approved by the President of Humboldt State University on this date: January 4, 2016

I. POLICY STATEMENT

HSU recognizes email systems as tools for conducting official university business. As such, HSU provides centrally managed enterprise email accounts for faculty, staff, matriculated students and others (as described in this document's Eligibility section).

II. EMAIL USAGE

A. TYPES OF EMAIL USER ACCOUNTS

Individual Employee Accounts

Email accounts for faculty, staff, and others will be created based on user eligibility (see Eligibility section below). The email account generated will be considered the individual's primary email account to be used for official university communication.

Student Accounts

Student email accounts will be created based on user eligibility (see Eligibility section below). The student email account will be used for official university communication.

Shared Accounts

Shared accounts can be created for a department or college to support business operations. Each department is responsible for managing the security and appropriate use of its shared accounts.

B. EMAIL USAGE RESPONSIBILITIES

1. Faculty and staff will use the campus-provided email system when they conduct HSU academic and administrative business.
2. Campus email accounts can be used for incidental personal usage, but all contents of the email system are subject to public records disclosures and subpoena as dictated by local, state, and federal laws.
3. Faculty, staff and other account holders should not send Level 1 confidential information on email. Confidential information includes, but is not limited to, an individual's name in combination with Social Security Number, driver's license/California identification card number, health insurance information, medical information, or financial account number such as credit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Level 2 FERPA information is allowed on core Google services, including campus Gmail accounts, due to the CSU Google Contract. Data levels are defined in the Data Classification Standards.
4. Email account holders are responsible for safeguarding access to their campus email when using any computing device.
5. Access to faculty and staff email is provided through a standard set of campus-approved email clients and protocols to ensure consistent and secure service and technical support to email users. (See Faculty and Staff Email Clients and Protocols section below.)
6. Campus email systems can be synced with mobile devices, as defined by the ITS web site.

C. SECURITY AND PRIVACY OF EMAIL

1. Electronic communications such as email content and attachments are university records. As such they may be subject to disclosure in accordance with valid subpoenas, warrants, Public Records Access requests, and other state and federal laws.
2. Email sent to or from campus email systems are property of the university and thus subject to university controls, including elimination, in order to protect network performance and ensure fair use of computing resources.
3. Campus email is scanned and filtered for security threats such as malware, viruses and potentially dangerous files

4. Sections 3 and 5 of the CSU Responsible Use Policy defines scenarios in which the campus may need to access data in individual accounts:

D. PROHIBITED EMAIL ACCOUNT ACTIVITIES

HSU prohibits certain email activities, including the following:

1. Email “masquerading”, which misrepresents an email user’s account name or host name on a sent email.
2. Automatic forwarding of email from a @humboldt.edu address to a non-@humboldt.edu address by employees. (Users can forward selected, individual emails from a @humboldt.edu address, however auto-forwarding all campus email to non-HSU email accounts prevents HSU from providing email records to legal entities when officially required to do so.)
3. Sending blanket, all-campus email to employees or students except as provided in EM P06-02, Critical Immediate Send Messages and EM P###-### Associated Students Constituent Email Messages (see Critical Immediate Send Messages, EM P06-02 which specifies who can grant exceptions and under what circumstances). This prohibition is not meant in any way to abrogate the rights set out in Collective Bargaining Agreements for unions to utilize university email for union business.
4. Harassment, illegal activities, commercial business, or business.
5. Harvesting directory information.

E. ELIGIBILITY

The following users are provided HSU email accounts, as long as the accounts remain active (defined as accessing the account at least once a year and not allowing the password to expire):

1. Faculty, staff, and volunteers with records created in CMS are eligible for individual employee accounts.
2. Matriculated students are eligible for student accounts.
3. Self-support and auxiliary employees as identified by each auxiliary organization (Sponsored Programs Foundation, Advancement Foundation, University Center, Associated Students, Inc.) are eligible for individual employee accounts.
4. Emeritus faculty and retiring staff as identified by Faculty Affairs and/or Human Resources, as appropriate, may retain their individual employee accounts as long as their accounts remain active.
5. Guests and other individuals may receive email accounts for a limited time by request of campus-defined sponsors by requesting a contractor account.

6. Former students can retain email accounts as long as their user accounts remain active.
7. Individuals eligible for an account who have allowed their accounts to expire can request that a new account be created. This will be done using the same HSU Username, but may have a different email address or alias(es).

F. EMAIL ACCOUNT NAMING CONVENTIONS

1. Each faculty, staff, auxiliary, and volunteer email user is entitled to one mailbox based on their HSU Username (abc123) and a formal alias which is provided per the following naming convention:
 - i. `firstname.lastname@humboldt.edu`
2. When multiple identical `firstname.lastname` situations occur for email users, uniqueness will be achieved by applying sequential numbering to the email account name or inclusion of middle initials.
3. Each student user is entitled to one mailbox which is provided per the following naming convention:
 - i. `HSUUsername@humboldt.edu`
4. Student aliases and additional employee aliases are available through Account Settings on request.
5. HSU reserves the right to transition former students and retired employees to alternate email addresses (e.g., `@alumni.humboldt.edu` or `@emeritus.humboldt.edu`) at some point in the future.

G. TERMINATION OF EMAIL ACCOUNTS

An email account will be terminated following due process. Typical termination conditions are:

1. Standard employment separation, termination, or retirement:

Users who do not have a current faculty, staff, emeritus, volunteer, alumni, or auxiliary status in Peoplesoft will have their account terminated.

For a limited period of time, faculty member accounts may be retained by the university and may be accessed by a separated, terminated, or retired faculty member to address grade appeals.

2. Violation of Campus Computing Policies or Guidelines:

Violations as defined in the campus acceptable use policy or campus computer usage and safety guidelines will result in email account termination.

3. Disciplinary Action:

The account will be handled based on direction from Student Conduct, Human Resources, Faculty Affairs or University Police. This will generally involve suspending, deleting or reassigning the account.

4. Inactivity:

If an account is not accessed for a year, or if the password is allowed to expire, it will be considered inactive and may be suspended, archived, or deleted.

H. FACULTY AND STAFF EMAIL MESSAGE RECOVERY

1. Email Message Recovery

Email messages deleted by a user are automatically emptied from the user account's trash bin on a periodic basis and may be manually emptied from the trash bin anytime by the user. After automatic removal, which Gmail currently does after 30 days, or manual removal from an account's trash bin, a message should be assumed to be irretrievable.

2. Email Message Archiving

Email message archiving is not provided because there is ample inbox and folder storage available.

I. EMAIL STORAGE AND MESSAGE SIZES

The email system provides at least 25 gigabytes of email storage to faculty, staff and students.

Google currently allows messages up to 25 megabytes in size (including attachments) to be sent and received.

J. FACULTY AND STAFF EMAIL CLIENTS AND PROTOCOLS

The email system can be accessed using standard campus-approved email clients and protocols as defined by the ITS web site

K. USING CAMPUS EMAIL WITH MOBILE DEVICES

Mobile device operating systems that have been tested and are recommended for use are listed on the ITS Email Services page.

Personal mobile devices can be configured by users to synchronize with the HSU email system and instructions are available for the recommended mobile devices.

L. EMAIL RETENTION

Email, by itself, is not specifically listed as a 'record type' within the CSU records retention and disposition schedule. An email may become a record depending on its content. If an email is deemed a record then it is subject to the CSU retention and disposition schedule and should be moved to more permanent storage. Refer to the CSU Records Retention and Disposition Schedules.

IV. RESPONSE TO VIOLATIONS

The University reserves the right to temporarily or permanently suspend, block, or restrict access to information assets when it reasonably appears necessary to do so to protect the confidentiality, integrity, availability, or functionality of those assets.

Any disciplinary action resulting from violations of these guidelines or program supporting policies, standards or procedures shall be administered in a manner consistent with the terms of the applicable collective bargaining agreement and/or the applicable provisions of the California Education Code.

HSU Policy: EM:P06-02 Critical Immediate Send Message

Month/Year Posted: 2006-02

Policy Number: EM:P06-02

Critical Immediate Send Message

Many computer users have experienced a substantial increase in unsolicited mass email. Unsolicited email often obscures important messages that relate directly to academic and administrative activities within the university.

~~On February 2, 2006, the Executive Committee approved this Critical Immediate Send Messages policy, to be effective immediately. The policy may be found at the ITS web site:~~

~~<http://www.humboldt.edu/its/services/univnotices/univnotices.shtml> [1]~~

~~Messages concerning an emergency or other unusual events may will continue to be sent via all-campus email to employees or student~~emailed immediately to the campus~~ when approved by the ~~p~~President, a vice president, the ~~d~~Director of ~~i~~Information ~~t~~Technology ~~s~~Services, the ~~e~~Chief of ~~p~~Police, the ~~i~~Information ~~s~~Security ~~e~~Officer, the ~~a~~Associate ~~v~~Vice ~~p~~President of ~~f~~Facilities ~~m~~Management or the Associate Vice President for marketing and Communications~~director of public affairs. This format of All-campus email communication~~ will be used only when a message is time sensitive and relays important information to the university community.~~

Appropriate examples include:

Security matters ~~(physical or computer)~~

University emergencies

Introduction or major changes to campus-wide policy

An exception to this policy must be approved by any of the above-mentioned authorized individuals and ~~will~~may be granted only if the message benefits a broad campus constituency, immediacy of communication is essential, and the significance of the content fulfills the university's mission. Exceptions to this policy will be made only in extraordinary circumstances. In no case shall mass email be approved or used for commercial mailings.

~~Appropriate alternatives to mass email include the Weekly News and Announcements Bulletin and Humboldt State News Online:~~

~~<http://news.humboldt.edu> [2]~~

Links:

[1] <http://www.humboldt.edu/its/services/univnotices/univnotices.shtml>

[2] <http://news.humboldt.edu/>

HUMBOLDT STATE UNIVERSITY

POLICY #: [Click here to enter text.](#)
(for President's Office use only)

POLICY TITLE: Associated Students Constituent Email Messages

Division Responsible for Policy: Student Affairs

Effective Date: [Click here to enter a date.](#)
(for President's Office use only)

Definition: Policy to govern the use of student email addresses for periodic constituent communications from Associated Students of Humboldt State University

Authority: HSU Policies: P16-01 Email Policy

Scope: In order to encourage student involvement in Associated Students and to facilitate constituent communication by Associated Students, the University may transmit an email message to all students on behalf of Associated Students not more than four times per semester.

Approved by the University Senate on this date: [Click here to enter a date.](#)
(for President's Office use only)

Approved by the President of Humboldt State University on this date: [Click here to enter a date.](#) (for President's Office use only)

D R A F T 03/03/2017

HUMBOLDT STATE UNIVERSITY
University Senate

Resolution to Amend the *Bylaws of the University Senate* to Establish the University Policies Committee as a Standing Committee

21-16/17-EX - April 25, 2017 – Second Reading

RESOLVED: That the University Senate of Humboldt State University approves the attached amendments to the *Bylaws of the University Senate* which establish the University Policies committee as a Standing Committee

Proposed Amendments with track changes:

11.0 STANDING COMMITTEES OF THE UNIVERSITY SENATE

The Standing Committees of the Senate shall be the:

Academic Policies Committee
Appointments and Elections Committee
Constitution and Bylaws Committee
Executive Committee
Faculty Affairs Committee
Integrated Curriculum Committee
[University Policies Committee](#)
University Resources and Planning Committee

11.1 Executive Committee

11.11 **Chair:** The chair of the Executive Committee shall be the Chair of the University Senate.

11.12 **Membership:** The members of the Executive Committee shall be as follows:

- Chair, Senate (who shall be the Chair of the Executive Committee)
- Vice Chair, Senate (who shall be the Chair of the Faculty Affairs Committee)
- Third Officer, Senate (who shall be the Chair of the Academic Policies Committee)
- Immediate Past Chair, Senate (for 1 year following term as chair)
- Chair, Integrated Curriculum Committee
- Faculty Co-Chair, University Resources and Planning Committee (URPC)
- [Chair, University Policies Committee \(UPC\)](#)
- One (1) General Faculty Representative to the ASCSU (usually the senior senator)

- Provost/Vice President for Academic Affairs (who shall be the Co-Chair of URPC)
- President (or designee), Associated Students
- One (1) Staff Senator (selected annually by and from the three current staff senators)
- President, HSU Chapter of the California Faculty Association (non-voting)
- Delegate, HSU Labor Council (non-voting)

(sections 11.2 through 11.7 are unchanged; 11.8 is being added)

11.8 University Policies Committee (UPC)

11.81 Chair: The Chair of the University Policies Committee shall be a senator, elected during the regular annual election within the Senate, for a one-year term.

11.82 Membership: The membership of the University Policies Committee shall be as follows:

- Chair of the Committee (elected by the Senate)
- Two (2) faculty members, appointed by the Appointments and Elections Committee
- One (1) Staff Senator appointed by the Appointments and Elections Committee (if no Staff Senator is available, nominations for non-MPP staff members will be requested from the Staff Council for appointment by the Appointments and Elections Committee)
- One (1) Student member, appointed by Associated Students.
- Vice-President for Enrollment Management and Student Affairs (non-voting)
- Vice-President for Administrative Affairs (non-voting)

11.83 Terms: The elected and appointed members shall serve staggered three-year terms except the committee chair who shall serve a one-year term and the student member who shall serve a one-year term.

11.84 Duties:

- The Committee shall review policy items addressing all university policies that do not fall under the purview or charge of the other Senate standing committees.
- The Committee shall oversee the implementation of the University policy process and recommend to the Senate any changes that might be needed to ensure a transparent, efficient,

and clear policy process rooted in principles of shared governance.

RATIONALE: *As the primary policy recommending body of the University, the University Senate has been asked to consider a wide-range of policy items that do not fall under the purview of any of the existing Senate standing committees. In the absence of a committee to handle these items, the Senate Executive Committee had assumed this responsibility. With the approval of Senate Resolution 15-15/16-Ex in Fall 2015, a University Policies Committee was created on an ad hoc basis with the following charges: 1) review policy items that do not fall under the purview of the other Senate standing committees; and 2) review existing policy processes on campus and recommend changes to the Senate. In its satisfaction of these charges over more than year of service, the committee has demonstrated its value to the Senate and should now be formally established as a standing committee.*

HUMBOLDT STATE UNIVERSITY
University Senate

Sense of the Senate Resolution Endorsing the San Jose State White Paper: Faculty Intellectual Property at SJSU

27-16/17-Thobaben/Abell - April 25, 2017

RESOLVED: That the HSU Senate expresses its deep concerns with both the process used to create the proposed March 3, 2017, CSU Intellectual Property Policy and with a number of the features present in its content; and be it further

RESOLVED: That the HSU Senate stands with the Academic Senate of San Jose State University and endorses the attached April 10, 2017, White Paper: *Faculty Intellectual Property at SJSU and the CSU Proposed IP Policy*; and be it further

RESOLVED: That the HSU Senate encourage the CSU administration and the ASCSU to review the attached draft HSU Intellectual Property Policy for guidance on how to improve the proposed CSU system-wide policy. This HSU IP policy was generated through the shared governance process on our campus and approved without dissent for recommendation to our President in May 2016; and be it further

RESOLVED: That this resolution be distributed to the CSU Chancellor, the CSU Executive Vice Chancellor and General Counsel, the CSU Executive Vice Chancellor for Academic and Student Affairs, the ASCSU, all campus Academic Senates, the CSU-CFA President, the CSU ERFA President, and the HSU ERFA Chair.

RATIONALE: *As stated in the San Jose State White Paper: Faculty Intellectual Property at SJSU and the CSU Proposed System IP Policy: "The CSU draft proposal on intellectual property weakens existing protections of faculty rights and does not measure up in quality to the standards enumerated by the AAUP or even UC system policy or existing campus policies".*

The University Senate of Humboldt State University has already proposed and recommended a campus Intellectual Policy that was fashioned through a lengthy shared governance process that involved administrators, faculty, staff and students. We are proud of the work we achieved and direct the CSU administration and the ASCSU to that document for guidance on how to improve the CSU proposed system wide policy.

Attachments:

April 10, 2017 White Paper: Faculty Intellectual Property at SJSU and the CSU Proposed IP Policy.

May 10, 2016 HSU Senate Resolution on Intellectual Property Policy (Resolution 24-15/16/-FAC)

1 **SAN JOSE STATE UNIVERSITY**
2 **Academic Senate**
3 **Professional Standards Committee**
4 **April 10, 2017**
5 **Final Reading**

AS 1530

6
7 **Sense of the Senate Resolution**
8 **Requesting Changes in the**
9 **System wide Proposed Intellectual Property Policy**

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11 **Whereas,** The CSU central administration has drafted a proposed intellectual
12 property policy to be implemented system wide, and have requested “input
13 and feedback no later than 60 days from” March 14, 2017; and
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15 **Whereas,** The Academic Senate of SJSU has reviewed the draft policy; now
16 therefore, be it
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18 **Resolved,** That the ASCSU and the CSU should be apprised of our deep concerns
19 with both the process used to create the proposed system policy and with
20 a number of features present in its content; we have explained these
21 concerns and our conclusions in the attached white paper; be it further
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23 **Resolved,** That this resolution be distributed to the Chancellor, to the Executive Vice
24 Chancellor and General Counsel, the Executive Vice Chancellor for
25 Academic and Student Affairs, to the ASCSU, and to all campus
26 Academic Senates.
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30 **Approved:** *April 5, 2017 by email after a 7-0-1 in-person committee vote on an earlier*
31 *draft*

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33 **Vote:** *8-0-2*

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35 **Present:** *Peter, Green, White, Lee, Kauppila, Hamedi-Hagh, Hwang, Reade,*
36 *Marachi, Caesar*

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38 **Absent:** *None*
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White Paper: Faculty Intellectual Property at SJSU and the CSU Proposed System IP Policy

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Concern with Process

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- 1) **An abrogation of collegiality.** The report acknowledges that 16 campuses have intellectual property policies of their own. The replacement of these 16 policies with a system wide policy may seem rational from the perspective of Long Beach, but we see it as an assault on collegial governance. Each campus policy, including our own, was written, debated, and amended through a collegial governance process featuring faculty, prior to being signed by our campus Presidents.

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The proposed system policy that would replace these collegial documents, however, was not created in a collegial fashion. It was written by 16 administrators who have excluded faculty input prior to this 60 day window (p. 5). Furthermore, no effort was made to involve each of the 16 campuses that have their own policies. ***SJSU, in the heart of the most important region in the world for the creation of intellectual property, was completely unrepresented on the IP Committee by faculty or administration.***

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The proposed system policy on intellectual property will abrogate collegial agreements between faculty and administration that have been carefully debated and negotiated over a period of years. For an entire issue-area, it replaces previous traditions of collegial governance with administrative authority. This is especially disturbing given that the American Association of University Professors (AAUP), notes that the “keys to proper intellectual property management are consultation, collaboration, and consent.”¹

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- 2) **The false restriction based on collective bargaining.** From time to time we have received intimations that the reasons the collegial process was so badly abrogated had to do with collective bargaining. We hesitate to explain the CSU’s position on this since our campus has not been offered a detailed rationale from the CSU for its actions. The theory—or rumor—that we have heard is that the CSU believes that items that are possibly subject to collective bargaining cannot be discussed through the collegial governance system. Furthermore, the current CBA does possess an article—39—which discusses some (but far from all) aspects of Intellectual Property.

¹ AAUP Report from June 2014, “Defending the Freedom to Innovate: Faculty Intellectual Property Rights after *Stanford v. Roche*, p.4.
https://www.aaup.org/sites/default/files/files/aaupBulletin_IntellectualPropJune5.pdf

78 If this is in fact the CSU's position, it should rethink it. HEERA does set up a
79 division of labor between collective bargaining and collegial governance, but that
80 division of labor can in no way be thought to restrict the role of academic senates
81 on this issue. The 16 campus policies on Intellectual Property have all existed
82 for many years under the collective bargaining agreement, including during the
83 time that article 39 has been in effect, and this provides *prima facie* evidence that
84 article 39 and policies crafted by Academic Senates can indeed coexist. If in fact
85 some of the policies are not in conformity with article 39, then CFA can be relied
86 upon to point out the non-conforming policies so that the affected campuses can
87 take corrective action.

88
89 The report of the CSU Intellectual Property Committee itself points out the fallacy
90 in the argument that collective bargaining somehow rules out full senate
91 consultation. As it describes article 39 in its section on "Need for Labor
92 Negotiations" (p. 9) it points out that the article only concerns certain narrow and
93 specific provisions related to intellectual property. The draft policy (and we might
94 add our campus policies) address a vast range of issues unrelated to article 39.
95 To rule out collegial governance on an entire issue area merely because a
96 narrow part of that area has been bargained is unreasonable.

97
98 Furthermore, the CBA and collegial governance already work in an integrated
99 fashion on a wide range of topics including (most especially) appointment,
100 retention, tenure, and promotion. The fact that the CBA sets a few parameters
101 on ARTP issues has never been taken as an excuse to suppress collegial
102 governance on those vital policies. Why then would similar parameters be used
103 to suppress full collegial participation on intellectual property? If every topic area
104 mentioned in the CBA were off limits to collegiality, then there would be very little
105 collegiality left indeed.

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107 Fortunately, we suspect that this unreasonable argument that the CSU is alleged
108 to have made is in fact little more than rumor. The CSU, after all, has decided to
109 allow the ASCSU to comment on the proposed policy, which seems to be an
110 admission that collective bargaining does not in fact rule out the full operations of
111 the collegial governance system. We choose to accept this interpretation of the
112 actions of the CSU, and proffer this paper as our own collegial response to the
113 proposed policy.

114 **Concern with Content**

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117 We have spent some time comparing the proposed policy with our own policy and with
118 the UC policy. Given the short time frame for providing feedback, we cannot claim to
119 have done a careful analysis. However, we have noticed several provisions that we
120 believe will weaken the protection of intellectual property for faculty compared with
121 some campus and UC policies.

123 1) **Definition of Extraordinary Support excessively broad.** With all of these
124 policies, the absolute crux of the matter comes down to how “extraordinary
125 support” is defined. The reason for this is that all IP policies give ownership of IP
126 rights to the author (usually faculty) unless the CSU provides “extraordinary
127 support,” in which case the CSU will claim some level of ownership.

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129 The proposed policy’s definition of “Extraordinary Support,” however, is overly
130 broad. It

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132 may include, but not be limited to, funding for additional
133 employment, assigned time and other forms of payment, additional
134 operating expenses or additional equipment or facilities costs.” (p.
135 14.)

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137 This is an expansive definition that does not establish limits on the term. We are
138 particularly concerned that the inclusion of “assigned time” would result in
139 classifying a preponderance of faculty intellectual property as subject to the
140 “extraordinary support” provision. IP developed on sabbaticals, for example, or
141 nearly any IP produced at campuses that have achieved a 3/3 load (such as
142 SDSU), or by junior faculty who have been given a course release(s) to get
143 started, or by anyone else who has earned a release from a 12 WTU load—could
144 be subjected to this overly broad definition of extraordinary support. This
145 definition needs to be rewritten to exclude all these routine uses of assigned
146 time.

147
148 Compare this excessively broad definition with the UC definition:

149
150 **Exceptional University Resources** University Resources
151 (including but not limited to University Facilities and University
152 Funds, as described below) significantly in excess of the usual
153 support generally available to similarly situated faculty members.
154 Customary secretarial support, library facilities, office space,
155 personal computers, access to computers and networks, and
156 academic year salary are not considered exceptional university
157 resources.²

158
159 This definition is narrow, and it takes pains to explain what exceptional resources
160 are NOT. The definition “significantly in excess of the usual support generally
161 available to similarly situated faculty members” is a far more reasonable
162 definition than “assigned time or other forms of payment” that takes no account of
163 whether such time is routine or truly exceptional.

164
165 2) **University’s license to course materials created without extraordinary**
166 **support is too broad.** In both the UC policy and in the CSU proposed policy,
167 the faculty member retains copyright to Course Approval Documents and Course

² <http://copyright.universityofcalifornia.edu/resources/ownership-course-materials.html>

168 Instructional Materials. In the UC policy, the UC gets license to use the approval
169 docs for educational purposes; the CSU version extends this license to the actual
170 course materials. This is a huge difference and a very troubling one. We believe
171 that the UC policy makes the proper distinction and the CSU proposed policy is
172 too broad in its claim to a permanent free license to faculty instructional
173 materials.
174

175 The AAUP statement on intellectual property makes this distinction clear, and
176 while the UC IP policy conforms to the AAUP statement, the CSU proposed
177 policy does not:

178
179 Course syllabi at many institutions are considered public
180 documents; indeed, they may be posted on universally accessible
181 websites. It is thus to be expected that teachers everywhere will
182 learn from one another's syllabi and that syllabi will be
183 disseminated as part of the free exchange of academic knowledge
184 Faculty lectures or original audiovisual materials, however, unless
185 specifically and voluntarily created as works made for hire,
186 constitute faculty intellectual property.³
187

188 The CSU, however, asserts a very broad claim that "CSU Course Instructional
189 Materials include documents, digital products, or other materials developed for
190 instruction of CSU courses," and while copyright resides with the Author, the
191 CSU

192
193 retains a free-of-cost, perpetual and nonexclusive worldwide
194 license to use the Course Instructional Materials for research and
195 educational purposes, including without limitation the right to
196 reproduce, prepare derivative works, distribute, perform and display
197 the Course Instructional Materials (p.12.)
198

199 The CSU assertion means, in our view, that lectures, lecture notes, lecture
200 presentations (e.g., PowerPoint, Keynote), recordings of our lectures, online
201 courses as a whole, and other materials prepared by a CSU Professor to teach
202 his or her section, could permanently be used by the CSU free of charge, long
203 after a faculty member departed, retired, or died—or could be taken involuntarily
204 from one faculty member and shared with others at other campuses. The CSU
205 should return to the more limited language of the UC policy and the AAUP
206 statement on intellectual property.
207
208

- 209 3) ***Written agreements should cover the ownership of intellectual property***
210 ***(including course materials) created with extraordinary support.*** In the UC
211 policy, faculty get to reach agreement with the university about how ownership

³ American Association of University Professors, "Statement on Intellectual Property," 2013.
<https://www.aaup.org/report/statement-intellectual-property>

212 will be handled when there is Extraordinary Support. In the CSU policy, rights
213 are automatically transferred to the CSU and the faculty member MAY be
214 granted license for educational use. According to the CSU proposed policy,
215

216 Ownership of CSU course materials (including Course Approval
217 Documents and Course Instructional Materials) created with CSU
218 Extraordinary Support, including copyright, resides with the
219 University” (p. 12).

220
221 Now compare with the UC Statement:

222
223 Ownership of the rights to Course Materials created, in whole or in
224 part, by Designated Instructional Appointees with the use of
225 Exceptional University Resources shall be governed by a written
226 agreement entered into between the Originator(s) and the
227 University. The agreement shall specify how rights will be owned
228 and controlled and how any revenues will be divided if the materials
229 are commercialized.⁴

230
231 We were particularly chagrined to learn that the AAUP cited a CSU Long Beach
232 administrative memo protecting faculty ownership of materials developed for
233 online instruction as an exemplar of resistance to the “emerging pattern of
234 coopting the faculty’s instructional intellectual property.”⁵ Presumably that model
235 campus policy at CSULB will be swept away by the system policy.

236
237 We believe that an IP policy should make it clear that any surrender of faculty IP
238 rights to the University—even when extraordinary support is given—should be
239 made in writing and in advance to avoid misunderstanding, confusion, and
240 litigation down the road. UC policy gives this right, but the proposed CSU policy
241 does not.

- 242
243 4) **Response to Bayh-Dole Act is excessive.** The CSU draft proposal notes that
244 the requirements of the Bayh-Dole Act allow universities to patent federally-
245 funded inventions and to retain those royalties. However, the draft CSU policy
246 goes further:

247
248 we recommend the adoption of the obligations required under the Bayh-
249 Dole Act as a reasonable set of objectives for the CSU to apply to all
250 inventions whether or not they are federally funded (p. 7).

251
252 Although the expansion to include inventions that are made with university
253 resources may be considered reasonable by some, it is not clear how faculty will

⁴ <http://copyright.universityofcalifornia.edu/resources/ownership-course-materials.html>

⁵ American Association of University Professors, “Defending the Freedom to Innovate: Faculty Intellectual Property Rights after Stanford v. Roche, June 2014, p. 8. <https://www.aaup.org/report/defending-freedom-innovate-faculty-intellectual-property-rights-after-stanford-v-roche>

254 be involved with the determination of ownership of their own inventions. In
255 contrast, the AAUP clearly states

256
257 Universities...have tried to claim that the only way they can
258 guarantee that faculty members will honor these responsibilities
259 [under Bayh-Dole] is by taking ownership of all faculty inventions,
260 but obviously there are contractual alternatives to what amounts to
261 a wholesale institutional grab of significant developments of faculty
262 scholarship. Indeed, faculty members have long been able to
263 honor these requirements without assigning their intellectual
264 property rights to the University.⁶

265
266 Furthermore, the landscape for faculty intellectual property rights changed as a
267 result of the 2011 *Stanford v. Roche* decision.

268
269 The US Supreme Court...in its landmark 2011 decision in *Stanford*
270 *v Roche*...firmly rejected the claims by Stanford and other
271 institutions favoring federally sanctioned, compulsory university
272 ownership of faculty research inventions.⁷

273
274 Indeed, AAUP drives home that the US Constitution, Federal Patent Law, and
275 the above-referenced Supreme Court ruling all hold that “inventions are owned
276 initially by their inventors,” and moreover, Bayh-Dole “does not alter the basic
277 ownership rights granted to inventors by law.”⁸ We believe that this aspect of the
278 IP policy should make clear that inventions can be created by faculty in many
279 ways (without university facilities, in conjunction with a non-federal sponsor) and
280 that faculty ownership as determined by campus policies should be retained or
281 negotiated in instances when inventions are created without federal support or
282 with university resources. The decision to craft a CSU system policy that
283 extends a claim of ownership beyond federally funded research is not required by
284 law and stands on shaky legal ground since Roche.

285
286 5) ***Scrutinize the proposed policy with an eye to incorporate the AAUP***
287 ***“Intellectual Property Principles Designed for Incorporation into Faculty***
288 ***Handbooks and Collective Bargaining Agreements.”*** The AAUP has spent
289 years perfecting 11 principles that should govern intellectual property at
290 universities. Any policy on IP could benefit from a careful and thoughtful edit to
291 incorporate these 11 principles. The principles can be read in full at the
292 conclusion of the cited AAUP article.⁹ A few highlights of these principles
293 include:

294 11. Faculty assignment of an invention to...the university...will be
295 voluntary and negotiated, rather than mandatory.

⁶ AAUP, “Defending...” p. 6.

⁷ AAUP, “Defending...” p. 6

⁸ AAUP “Statement on Intellectual Property”; AAUP, “Defending...” p. 7.

⁹ AAUP, “Defending...” pp. 17-19.

- 296 12. The faculty senate or an equivalent body will play a primary role in
297 defining the policies...that will guide university-wide management of
298 inventions...
299 13. Just as the right to control research and instruction is integral to
300 academic freedom, so too are faculty members' rights to control the
301 disposition of their research inventions.
302 15. When lifesaving drugs and other critical public-health technologies
303 are developed in academic laboratories...the university...will
304 ensure broad public access in both the developing and the
305 industrialized world.
306 16. ...The freedom to share and practice academic
307 discoveries...whether legally protected or not, is vitally important for
308 the advancement of research and scientific inquiry.
309 17. The university...and faculty will always work to avoid exclusive
310 licensing of patentable inventions....
311

312 A group of faculty experts in intellectual property should be given sufficient time
313 to scrutinize the proposed CSU policy to determine any changes that are needed
314 to bring it up to the AAUP standards.
315

316 **Conclusions**

317
318 The CSU draft proposal on intellectual property weakens existing protections of faculty
319 IP rights and does not measure up in quality to the standards enumerated by the AAUP
320 or even UC system policy or existing campus policies. The proposal is not a policy that
321 faculty would have written or assented to, had they been permitted to be a part of the
322 drafting process.
323

324 The CSU, however, should be concerned about this proposal not only because faculty
325 are incensed. The CSU is attempting to improve its stature in research, but the
326 promulgation of a policy that is hostile to faculty IP rights will likely drive our most
327 successful researchers out of the academy altogether or to other institutions that have
328 more flexible policies regarding intellectual property. In order to generate more
329 research dollars, the CSU needs to make itself more attractive to research faculty, not
330 less attractive. Tightening the rules to pinch every penny will drive the dollars away.
331

332 In an effort to be as constructive as possible under the circumstances, we suggest:
333

- 334 1) A modified version of the proposed system IP policy should be distributed as a
335 model to the campuses. Each campus that lacks an appropriate IP policy should
336 be required to create or amend a one to bring it up to standards by the end of AY
337 2017-18. Failure to do so could result in the issuance of the draft system policy
338 as a Presidential Directive on that campus. This would allow the collegial
339 governance system to function, allow for substantive faculty input, protect local
340 differences in the research enterprise, and also secure most of the stated
341 objectives of the reform.

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- 2) If a system wide policy must be adopted, then the SJSU Academic Senate recommends that the draft policy not be immediately adopted. Instead, it should be rewritten with the participation of faculty from throughout the CSU system, and then not adopted until endorsed by the ASCSU.

**HUMBOLDT STATE UNIVERSITY
University Senate**

Resolution on University Intellectual Property Policy

24-15/16-FAC – May 10, 2016 - Second Reading

RESOLVED: That the University Senate of Humboldt State University recommends adoption of the attached University Intellectual Property Policy in place of current policy P09-03.

RATIONALE: The current University Intellectual Property Policy, P09-03, passed by the Academic Senate in April 2009, is outdated and contains several ambiguities regarding the University's ownership interest in faculty creations such as course material and inventions. The 08/09 Senate resolution indicates that P09-03 was supposed to be an *interim* policy predicated on the idea that the CFA and CSU in bargaining the CBA would resolve differences in definitions of what constitutes faculty, staff, and student use of "extraordinary resources," which allows the University to claim a stake in faculty and staff creations. The CFA and the CSU agreed in Article 39 of the current CBA that each campus was tasked with creating policy for what constitutes extraordinary resources (called "extraordinary support" in the CBA). The HSU Senate never revisited what constituted "extraordinary support," so HSU has no current definition, which affects faculty, staff and students whose intellectual property activities are covered by P09-03.

Given the expansion of HSU's on-line educational offerings since 2009, HSU faculty object to Section 2.A.2.d of P09-03, which states, "In distance education courses the faculty owns the copyright but the University will receive a royalty free license to use the material". This clause could be interpreted as meaning when a faculty member creates an on-line course, she no longer owns the course, and if she cannot teach the course, the University can simply assign the course and all its materials to another instructor. This is not clear to faculty when they develop their on-line course materials, and discussion within Faculty Affairs Committee and the Senate indicate that faculty would like a separate agreement for each on-line course they develop specifying the rights they retain and the conditions under which the University is granted a royalty-free license to use the course and its materials. Further, any royalty-free license should be contingent on acknowledgement by faculty of receipt of "extraordinary support" for the development of the on-line course or materials. The College of eLearning and Extended Education (CEEE) Advisory Council is currently crafting a revision to the University e-Learning policy and it is important that the intellectual property rights groundwork be established in an up-to-date intellectual property policy before the University Senate considers the revised e-Learning policy.

Some of the key patent provisions pertaining to faculty in P09-03 are problematic. For example, section II.A.2.c of P09-03 states, “In the case of a patent, the title to an invention shall be assigned to the University. The University will share royalties from inventions assigned to the University with the inventor”. This automatic assignment of patent to the University based on the employment status of the faculty member contradicts current patent law regarding faculty inventions, Article 39.2 of CBA, and Section II.B.2.b of P09-03, which states, “Patents will be assigned to the University regardless of the source of funding when there is extraordinary use of University resources”.

Section III.A.2 of P09-03 establishes an Advisory Board for Research and Creative Projects, but this Board is no longer operational because it was suspended in 09/10 and no longer appears in Section 800 of the Faculty Handbook. Further, the composition of the Board established in P09-03 includes titles of positions that do not currently exist; for example, the Dean of Research, Graduate Studies & International Programs and Faculty Development Coordinator. The Faculty Affairs Committee recommends the re-instatement of a re-configured Board so that a dedicated committee is responsible for keeping the University’s Intellectual Property Policy current and fair and that disagreements that are not grievable under current collective bargaining agreements can be heard in a process for resolution that involves faculty input. We also recommend that where applicable in P09-03, the position of “Dean of Research, Graduate Studies & International Programs” be replaced with the current “Dean of Research, Economic and Community Development”.

In Spring and Fall semesters 2016, Faculty Affairs Committee researched and reviewed several CSU campus intellectual property policies, looking specifically for those that had been most recently updated. The Academic Senate of CSU-Chico passed a revised intellectual property policy in April 2014 that contained text and substance that FAC used to guide revisions of HSU policy. The Faculty Affairs Committee also consulted with relevant administrators such as Provost Enyedi, Dean of Research, Economic and Community Development, Rhea Williamson, and Associate Vice-President for eLearning and Extended Education, Alex Hwu in drafting the policy to replace P09-03.

EXECUTIVE MEMORANDUM

May 2016

P16-

Supersedes P09-03

SUBJECT: INTELLECTUAL PROPERTY POLICY

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I. GENERAL PURPOSE AND SCOPE

A. Purpose.

The University is committed to providing an intellectual environment in which all members of the academic community – whether they are faculty engaged in life-long professional development, students pursuing educational objectives, or staff dedicated to their own career goals – learn to the fullest extent possible. The University also recognizes and values creativity and innovation as part of the learning process. Similarly, the University recognizes the importance of, and wishes to encourage, the transfer of new knowledge, generated in the University, to the private sector for the public good. At the same time, as a publicly funded institution, the University must be a good steward of the public resources provided to it, and must safeguard against the use of public funds for private gain.

B. Scope.

This policy addresses the rights to, interest in, and protection and transfer of intellectual property created by University faculty, staff and students. Issues not directly considered in this policy, including disagreements concerning its application or interpretation, will be addressed and resolved through the University Intellectual Property Committee consistent with applicable law and collective bargaining agreements. In the event of a conflict between this policy and the collective bargaining agreements, the bargaining agreements shall prevail. Policies affecting the use of the University's names or symbols are not addressed in this document.

C. Governing Principles.

The following principles underlie this policy and should guide its application and interpretation:

- 1. Academic Freedom and Preeminence of Scholarly Activities.** The missions of teaching and scholarship have preeminence over that of the transfer and commercialization of research results. The University's commitment to its educational mission is primary, and this policy does not diminish the right and obligation of faculty members to disseminate the results of research and creative activity for scholarly purposes.
- 2. Equity and Fair Play.** This policy sets forth general principles and procedures, and it has not been designed to address every conceivable circumstance. Under principles of fair play, the inventor(s)/creator(s) and the University mutually operate so that no one will unfairly exploit inadvertent errors or omissions in this written policy. If the need for a correction and/or exception to this policy is identified, appropriate recommendations shall be made to the President through the University Intellectual Property Committee.
- 3. Mutual Trust and Goodwill.** Throughout all phases of the creation and implementation of this policy, it is assumed that all members of the University community will be guided by a sense of mutual trust and goodwill. In the event of future controversies regarding the rights to intellectual property, the commercialization of particular property, or in the interpretation of this policy, all parties should recognize that mutual trust and goodwill were fundamental tenets in the forging of this policy.

4. Faculty Governance and Review. University faculty, through the University Intellectual Property Committee (see III.A.2), shall play a primary role in the establishment and periodic revision of this policy, and in the review and recommendation of resolutions to disputes arising under it. This committee shall have a majority of members who are faculty.

5. Transparency. The principle of openness promotes both the disclosure and avoidance of actual and apparent conflicts of interest associated with external commercial activities.

6. Reasonableness in Licensing. When the University owns intellectual property under this policy, the inventor or creator shall normally play an active role in the entire licensing process, including consultation and approval of licensing decisions, particularly where the inventor/creator has no financial interest in the licensee. Otherwise, such participation shall be consistent with conflict of interest regulations or University policy.

7. Extraordinary University Support. It will be presumed that extraordinary support has not occurred in the absence of a written agreement between the University and the particular creator(s) or inventor(s) that acknowledges the provision of extraordinary support.

D. Policy Application.

This policy takes effect immediately and supersedes all prior intellectual property policies.

E. Key Terms.

For purposes of this policy, the following key terms are defined as follows:

1. **“Auxiliary Organization”** means any nonprofit organization affiliated with the University and recognized in good standing by the CSU Chancellor. This includes the Sponsored Programs Foundation, University Advancement, and Associated Students.
2. **“Copyright”** is a bundle of property rights that legally protect the owner(s) from others copying, distributing, otherwise communicating or making substantive derivative works from copyrighted works which are “original works of authorship fixed in a tangible medium of expression” (from U.S. copyright law) without the permission of the owner(s). “Tangible media” include, but are not limited to, books, periodicals, manuscripts, phono-records, electronic recordings, web based materials, films, tapes, and works of art. The doctrine of “fair use” does allow for some use of an unsubstantial portion of the copyrighted material without the creator(s)’ permission. Copyrighted work may include literary works; musical works, including any accompanying words; pantomimes and choreographic works; pictorial, graphic, and sculptural works (photographs, prints, diagrams, models and technical drawings); motion pictures and other audiovisual works; sound recordings; computer software (may be patented as well) and architectural works.
3. **“Disclosure Statement” aka “Disclosure”** means a written general description of an invention, discovery or innovation by the creator used to help assess the nature, extent and likely intellectual property interests in and development potential of the invention, discovery or innovation.

4. **“Equity interest”** refers to beneficial rights (such as royalties) derived from intellectual property owned by another.

5. **“Extraordinary University Support”** generally means resources not usually available to all members of the University community in a similar employment or other classification or otherwise obvious by the individual’s job description and duties. Extraordinary support is demonstrated through a separate, individual work for hire agreement between the University and the member of the University Community.

a. For faculty, extraordinary support does not include such resources as academic year salary, office space and office furniture and equipment, including a personal computer, usual services of University support staff including technology support from ITS, common library resources, usual laboratory space and equipment and its common usage unless the intent of providing such resources is specifically to support the development of intellectual property for acquisition by the University. Consistent with section I.C.7. of this policy, all cases in which the University claims it is providing or has provided extraordinary support must be acknowledged in a written agreement signed by the appropriate University administrator and the faculty member in which receipt of extraordinary support is acknowledged.

In addition to the foregoing, absent a written agreement acknowledging receipt of University extraordinary support, the following resources do not, in and of themselves, constitute forms of extraordinary support:

- Mini-grants such as CSU Research, Scholarly, and Creative Activities, Faculty Development awards, Diversity Development awards, and Incentives Funding.
- eLearning instructional support and eLearning Course Development Grants. It is understood that online teaching has become a part of a faculty member’s expected workload and that use of any equipment such as laptops or tablets, or acceptance of any stipends or assigned time to prepare a face-to-face course or new course for on-line delivery do not automatically constitute provision of extraordinary support.
- Sabbatical or difference-in-pay leaves.
- Startup funds or startup assigned time
- Advising/academic program Chair assigned time.

b. For staff, most work resulting in intellectual property is considered within the scope of the job duties of the individual unless there is a written agreement to the contrary. Therefore, the usual situation for staff employees is that creations or inventions that may result from an individual’s work does not result from extraordinary university support and, thus, is work for hire. Some exceptions to this general situation may result which the staff employee should bring to the attention of appropriate individuals to insure agreement about intellectual property rights and ownership.

c. For students, extraordinary university support means the use of resources that are not available to the majority of University students in the course of their academic programs.

6. **“Faculty”** means members of Collective Bargaining Unit 3.

7. **“Intellectual Property”** is unique, tangible products brought about through the creative endeavors of human beings. These products can be protected by a variety of legal means

including those embodied in such mechanisms as copyrights, patents, trade secrets, know-how and other proprietary concepts. In most cases, to use intellectual property one must be the owner of the property or have permission from the owner by obtaining a license or a legitimately procured original or copy of the property.

8. **“Inventions, discoveries, or innovations”** include tangible or intangible inventions, whether or not reduced to practice and tangible research products whether or not copyrightable or patentable. Such research products include, for example, computer software/programs, integrated circuit designs, industrial designs, databases, technical drawings, biological materials and other technical creations.

9. **“License”** is an agreement by one party, usually the owner of intellectual property, to another party to use the intellectual property for some purpose, commercial or otherwise, with terms and conditions as to the use. Compensation often is part of the licensing agreement.

10. **“Materials Transfer Agreement”** is a contract that grants the limited use of one party’s material to another for research and educational purposes but not for commercial purposes. No ownership rights are transferred nor any right to commercial use.

11. **“Members of the University Community”**, as used in this policy, means faculty, staff, students, auxiliary organization employees and contractors.

12. **“Net proceeds or income”** means the net amount received in the form of royalties or other fees related to licensing or selling intellectual property in any fiscal year after deduction of all accrued costs reasonably attributable to such intellectual property. Although this list is not exhaustive, such costs may include patent or other intellectual property prosecution, protection or litigation, and commercialization. Specific items of costs may include legal filing fees, patent application costs, insurance and maintenance charges, transfer and licensing costs and product development costs.

13. **“Non-Disclosure Agreement”** is a contract to maintain the confidentiality of specified information. Such an agreement limits the receiving party’s rights to disclose the information to others for any purpose.

14. **“Owner”** is a person(s) or organization(s) that has a property title to intellectual property. An owner of intellectual property may be a creator, author or inventor of the intellectual property, an organization employing the creator, author or inventor, or a person or organization that has obtained title from the owner(s). Intellectual property owners have the right to restrict others from using the intellectual property, may license its use to others or may outright sell or assign all or part of the rights to others. Full or partial ownership can be transferred or shared among various individuals and/or organizations.

15. **“Patent”** is a bundle of property rights giving the owner(s) the right to exclude others from making, using or selling an invention for a specific period of time. Patents can be granted by the U.S. Patent and Trademark Office for inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof; new and ornamental designs for any useful article and plant patents for the asexual reproduction of any new and distinct variety of plant.

16. **“Royalties”** mean payments made, based usually on a license agreement, for the use of intellectual property.

17. **“Software”** means computer instructions (algorithms, source, and object codes), data and accompanying documentation.

18. **“Sponsor”** means any external individual or entity, whether public or private, that enters into a formal agreement or awards a grant with or to the University or an auxiliary organization of the University (such as the Sponsored Programs Foundation), whereby the sponsor provides support for a project to be carried out by faculty, staff and/or students of the University community.

19. **“Staff”** means all non-faculty employees of the University or one of its auxiliary organizations.

20. **“Student”** means any individual enrolled in the University, or working in a student capacity under the auspices of the University or an auxiliary organization.

21. **“Trade Secret”** and/or **“Proprietary Information”** involve confidential information that may give someone or some entity a competitive advantage. Such information can include an unpatented invention, a formula, a method, a process, a customer list, plans, financial data, etc. Generally, as long as such information is kept secret, it can be licensed to others. Once it is disclosed or discovered, the secret is considered destroyed and, therefore, no longer protected intellectual property.

22. **“University”** means Humboldt State University and associated self-support organizations, such as Extended Education.

23. **“Work for Hire”** is a legal concept whereby work created by an employee, absent any other agreements to the contrary, becomes the intellectual property of the employer at the time of the work’s creation or invention.¹

24. **“Written Agreement”** is a document, either electronic or paper, which the parties concerned with intellectual property rights sign to indicate their consent to the stipulations described in the text of the document. An electronic written agreement may be transmitted by email, but an email exchange, by itself, is not a written agreement. A written agreement is considered to be executed when all parties have submitted official signatures. These signatures

¹ In the academic context, federal case law indicates that much of the work faculty do, such as write scholarly articles or create new course materials, can be excluded from “work for hire”, whereas work done by staff in their regular capacity as an employee, is typically included as “work for hire”. (See American Association of University Professors, “Defending the Freedom to Innovate: Faculty Intellectual Property Rights after Stanford v. Roche” (2015). Access at: <http://www.aaup.org/report/defending-freedom-innovate-faculty-intellectual-property-rights-after-stanford-v-roche>). Article 39 of the collective bargaining agreement between the California Faculty Association and the CSU, concerns intellectual property that is the result of what is determined by the CFA and the CSU to be faculty “work for hire”. When faculty seek to clarify or contest University claims to intellectual property created as the result of what may be considered to be work for hire, they should contact the California Faculty Association.

can be demonstrated through original written ('wet') signature, a scanned signature (an electronic copy of an original written signature), or an electronic signature that is in a format recognized as official by the University's electronic signature policy.

II. OWNERSHIP AND OTHER INTEREST

A. General

1. Intellectual property created without University resources

The University recognizes the right of members of the University community to create intellectual property on their own time and with non-University/auxiliary organization resources. In such cases, the employee shall have sole ownership of such property and any proceeds derived from it.

2. Sponsored funding

When the University or one of its auxiliary organizations receives funding from a sponsor, the funding agreement typically contains terms and conditions that grant some or all of the intellectual property rights that may result from the project to the awarding entity, a third party, and/or the University/auxiliary organization. The terms and conditions of any funding agreement (e.g., grant or contract), from an external sponsor will be paramount in determining intellectual property ownership, obligations, and other rights (including sharing net proceeds) that may accrue as a result. The Dean of the Office of Research, Economic and Community Development has the final authority to negotiate and accept all sponsor agreements, including materials transfer agreements. The Dean of the Office of Research, Economic and Community Development has the final authority to negotiate and agree to terms and conditions concerning intellectual property, including materials transfer agreements, in the form of sub-agreements to individuals and entities external to the University that may conduct a portion of the project or work under a special intellectual property agreement. The Dean of the Office of Research, Economic and Community Development will work directly and collaboratively with the inventor/creator, the dean of the inventor/creator's college, attorneys, the grant agency, grant partners, and/or subcontractors to negotiate and accept sponsor and/or license agreements.

Following the requirements of CSU Chancellor's Office Executive Order 890, the University and its auxiliary organizations will endeavor to do the following: Any sponsor agreement that provides for ownership or license of resulting project work products such as intellectual property to any person or entity other than the University or one of its auxiliary organizations shall provide the University with a free-of-cost, nonexclusive license to use the work product and any resulting intellectual property and the right to access and use the results (data, material(s), knowledge, etc.) for purposes consistent with the educational mission of the University at the originating campus only and not at other CSU campuses without consent and compensation consistent with normal licensing at non-CSU institutions. Where such limited rights cannot be obtained, the Dean of the Office of Research, Economic and Community Development, in consultation with the project director, will determine if the campus should proceed with accepting the award due to other benefits outweigh obtaining the limited rights set forth in E.O. 890.

3. Written agreements

Written agreements about intellectual property ownership, other rights and royalty sharing (net proceeds) shall be made prior to accepting a sponsored award or contract or beginning work on a project in which the University or member of the University Community in addition to the creator/inventor seeks to claim an equity interest. This includes all contracts in which the University or member of the University Community claims to be providing extraordinary support to a member of the University Community for purposes of establishing an intellectual property right. If it is not possible to establish terms in writing before the contract or award is accepted by, or extraordinary support is provided to, the faculty, staff or student, such agreement must be made before beginning the work expected to lead to the creation of intellectual property. When such written agreements have not been made prior to the creation of the intellectual property, such a written agreement should be prepared immediately following the creation and disclosure as required by other provisions of this policy and any sponsor agreements.

Collaboration on creations/inventions between members of the University Community promotes innovation and student success. Co-creation of a scholarly paper establishes joint copyright of the work presented in that paper, absent University or sponsor agreements that alter those rights. Publication of work co-authored between members of the University Community, including attribution of work contributed to the project, is governed by the ethical guidelines of authorship adopted by their professional societies and the scholarly publishers in their field. Typically, absent a University or sponsor agreement, a single collaboration between members of the University community, for example between faculty and students, will not require establishing terms of co-creation and co-publication in a written agreement. If the project is ongoing and/or has the potential for development of copyrightable or patentable intellectual property, the terms of relative contribution of each creator/inventor should be established early in the project through a written agreement.

B. Copyright

1. Faculty Creations.

a. Faculty own the intellectual property and any resulting copyrights that originate from normal faculty bargaining unit work and work through extended degree programs (those University entities governed by EO 1099), namely instructional, scholarly and creative works each individual creates. These include such works as syllabi, learning modules, tests and quizzes, course content (assignment materials in any medium, lectures, websites, etc.), online instructional materials, scholarly publications and presentations, works of art (including musical scores and recordings, video works, various mediums of visual arts like paintings, prints, sculpture, pottery, photography, dance choreography and the like). Faculty retain the right to use these learning materials for profit through other institutions both while employed by the CSU and after separation.

Faculty may voluntarily share their copyrighted intellectual property with other instructors or the University (including their home departments). A faculty member may withdraw his/her voluntarily shared intellectual property from circulation at the conclusion of each semester by providing written notice to their department chair or immediate supervising administrator (typically the Dean of the College). If a faculty member agrees to share materials with another instructor or with the University, that faculty member cannot revoke the

permission to use those materials within a semester if the materials are currently being used by another instructor or by the University.

When a faculty member officially indicates to Academic Personnel Services that the faculty member intends to separate from the University, Academic Personnel Services (APS) shall inform the faculty member of their rights under this policy. Specifically, in the official documents that accompany separation APS must notify the faculty member that once the faculty member separates from the University, the faculty member will retain intellectual property rights as outlined in this policy, but, as they are no longer Unit 3 employees, will not be able to withdraw previously granted access to intellectual property or utilize the appeals process as outlined in Appendix A.

b. If the University provides extraordinary support to a faculty member toward the creation of copyrightable property, the faculty will own the copyright but the University will be entitled to a license to use the property and an equity interest in the profits derived from any commercialization of the intellectual property, according to the provisions in section II. E. A written agreement, signed by the faculty member and the University, preferably prior to initiation of the project, will be executed to acknowledge the University's license and equity interest and the faculty member's commitment to cooperate with the University. This written agreement must specify the term (length of time) during which the University's interest extends and whether or not its interest extends to only original materials or future (new or revised) materials as well.

c. If the University initiates a creative project for purposes of developing intellectual property that the University plans to copyright, the University will own the intellectual property rights developed through the project unless the University agrees to share ownership. These projects may include faculty participation remunerated through faculty compensation/assigned time, but faculty may be restricted from a claim property rights over the product. A written agreement, signed by the faculty member and the University prior to initiation of the project, will be executed to acknowledge the University's ownership, or sharing arrangement, and the faculty member's commitment to cooperate with the University, at University expense, on the project and to help commercialize the intellectual property. In this agreement, the University may opt to share with the faculty any net proceeds that result from the intellectual property created from the project.

Issues that arise with faculty-created copyrightable intellectual property that are not resolved through written agreement shall be referred to the Dean of the Office of Research, Economic and Community Development and the University Intellectual Property Committee for further review.

d. If the University/Sponsored Programs Foundation and an outside sponsor enter into an agreement to carry out research or other creative activity involving faculty, the faculty who participate in the project shall comply with the conditions of the agreement regarding ownership, protection and licensing of intellectual property developed under the agreement, and may be required to agree in writing that they will so comply. Copyright terms of such agreements will be negotiated with the sponsor by the Dean of Research, Economic and Community Development, with the consent of the faculty involved and the appropriate College Dean(s). In such circumstances copyright terms may deviate from the provisions of this policy.

2. Staff Creations.

a. The University owns the copyright to works created by University staff in the course and scope of their employment.

b. Staff persons own the copyright to all works created by them without the use of University resources and developed outside the course and scope of their employment, and the University has no equity interest in any proceeds derived from them. If staff utilize University or auxiliary resources to develop works outside of the scope of their employment, the University or auxiliary organization will be entitled to an equity interest in the royalties or sale proceeds derived from the commercialization of the intellectual property. Staff persons are advised to notify their union representatives and/or Human Resources staff about their external activities if they have concerns that the University might claim ownership interests in any intellectual property resulting from those activities.

c. The University or Sponsored Programs Foundation (SPF) may employ or engage individuals under specific contractual terms that allocate copyright ownership rights between the parties in a different manner than specified above. Such agreement(s) shall supersede this policy to the extent that any provisions are in conflict.

d. There may be occasions when University staff also serve as faculty for the University. Under these circumstances, written agreements should be entered into in advance of undertaking any research or creative activity to clarify whether the individual is acting in their staff or faculty capacity in carrying out the activity. Unresolved questions on ownership may be directed to the University Intellectual Property Committee and a recommendation regarding ownership rights will be made to the President. Such agreement(s) shall supersede this policy to the extent that any provisions are in conflict.

3. Student Creations.

a. Students will normally own the copyright to the scholarly and creative publications they develop, including works fulfilling course requirements (term papers and projects), Senior or Capstone Projects, and Masters Theses/Projects. Students retain copyright ownership except in the conditions outlined in sections 3.b., 3.c., and 3.d. below. By enrolling at the University, the student grants the University a nonexclusive, royalty-free license to modify, publicize and retain the work as may be agreed upon by the faculty, department, or the University. The University is not entitled to an equity interest in any proceeds (net or otherwise), except in the circumstances covered below.

b. When the student is employed by the University and the creation falls within the scope of that employment either the University or the faculty member (when the student is hired specifically to work on a faculty project) owns the copyright.

c. When the student receives extraordinary University support that furthers the creation and development of their creative work, then the student owns the copyright, but the University retains an equity interest in the work and any royalties earned from commercialization of the work according to the provisions of Section II.E. of this policy. Graduate Teaching Assistantships and Tuition Waivers shall not be considered extraordinary support. Use of specialized University facilities shall not be considered extraordinary support unless identified as such by a written agreement enacted prior to student's involvement in work.

d. If the student works on a project subject to the terms of a sponsor's agreement (usually a grant or contract) or a special intellectual property agreement, and the creation falls within the scope of that work, then the student is bound by the written agreements governing the allocation of copyright ownership. Generally, absent an agreement to the contrary, any student paid work or internship on a project governed by a sponsor's agreement and/or special intellectual property agreement, student creations will be considered work for hire and ownership will be with the University or auxiliary organization that is employing the student.

C. Patents.

1. Patentable intellectual property

This section addresses the ownership of patentable intellectual property, including potentially patentable inventions, trade secrets or proprietary information, created by faculty, staff, and students. The University shall share royalties from inventions assigned to the University with the inventor(s). If the University cannot or decides not to proceed in a timely manner to patent and/or license an invention, it will reassign ownership to the inventors upon request to the extent possible under the terms of any agreements that support or are related to the work.

2. Disclosure

A potentially patentable invention conceived or first reduced to practice in whole or in part by members of the faculty, staff and student employees of the University in the course of their University responsibilities or with extraordinary use of University support shall be disclosed on a timely basis to the University. Faculty who are working under a sponsored project, who have agreed to act in a work for hire situation, or who have used extraordinary University support that creates or leads to the development of non-copyrightable intellectual property, must disclose such intellectual property to the Dean of Research, Economic and Community Development. Staff and student employees of the University, or one of its auxiliary organizations, who conceive of or first reduce to practice a potentially patentable invention or discovery, or develop other intellectual property that may be considered a trade secret or proprietary information in the course of their job duties or as part of an externally funded project secured through a campus contract or grant, will disclose the discovering in a timely manner to the Dean of Research, Economic and Community Development. Ownership of such inventions shall be assigned to the University or appropriate auxiliary organizations except as noted in the following sections.

3. Faculty Inventions.

a. Faculty own the intellectual property and any resulting patents that originate from normal faculty bargaining unit work, namely instructional, scholarly, and creative works each individual creates. Such works may also include inventions, discoveries, trade secrets or proprietary information, computer software programs and their underlying algorithms and codes, and such other intellectual property that does not fall clearly under what might be legally protected by copyright.

b. If the University provides extraordinary support to the creation of intellectual property, then the faculty will own the intellectual property rights, but the University will be entitled to an equity interest in the profits derived from the commercialization of the intellectual property, according to the provisions in section II.E.

c. If the University initiates a creative project, solicits voluntary faculty participation in the project, and provides funding for the project, including compensation/release time for the faculty member, the University will own the intellectual property rights developed through the project unless the University agrees to share ownership. A written document created through the Office of Research, Economic and Community Development signed by the faculty member prior to initiation of the project, will be executed to acknowledge the University's ownership, or sharing arrangement, and the faculty member's commitment to cooperate with the University, at University expense, to protect and commercialize the intellectual property. Should the parties agree, the University may opt to share with the faculty involved any profits that result from the intellectual property created on the project. Such agreement, and the details of profit-sharing arrangements, shall be recorded in a written agreement, signed by the faculty involved and the University's designee. If the agreement conflicts with portions of this policy, the parties must explicitly agree to supersede this policy.

d. If the University/Sponsored Programs Foundation and an outside sponsor enter into an agreement to carry out research or other creative activities involving faculty, the faculty who participate in the project shall comply with the conditions of the agreement pertaining to the ownership, protection and licensing of intellectual property developed, and may be required to agree in writing that they will so comply. The intellectual property terms of such agreements, will be negotiated with the sponsor by the Dean of Research, Economic and Community Development, with the consent of the faculty involved and the appropriate College Dean(s). Any agreements about ownership of intellectual property, and the details of profit-sharing arrangements, shall be recorded in a written document, signed by the faculty involved, the outside sponsor and the University's designee. If the agreement conflicts with portions of this policy, the parties must explicitly agree to supersede this policy.

4. Staff Inventions.

a. The University shall own all intellectual property rights in works created by University staff in the course and scope of their employment.

b. The University has no equity interest in any proceeds derived from intellectual property that is created by staff without the use of University resources and that is developed outside the course and scope of employment. If staff utilize University or auxiliary resources to develop intellectual property outside the scope of their employment, the University or auxiliary organization will be entitled to an equity interest in the royalties or sale proceeds derived from the commercialization of the intellectual property. Staff persons are advised to notify their union representatives and/or Human Resources staff about their external activities if they have concerns that the University might claim ownership interests in any intellectual property that results from those activities.

c. The University or Sponsored Programs Foundation may employ or engage individuals under specific contractual terms that allocate intellectual property rights between the parties in a different manner than specified above.

d. There may be occasions when University staff also serve as faculty for the University. Under these circumstances, written agreements should be entered into in advance of undertaking any research or creative activity to clarify whether the individual is acting in their staff or faculty capacity in carrying out the activity. Unresolved questions on ownership may be

directed to the University Intellectual Property Committee and a recommendation regarding ownership rights will be made to the President. Such agreement(s) shall supersede this policy to the extent that any provisions conflict.

5. Student Inventions.

Students enrolled at the University may create valuable intellectual property while fulfilling course requirements, in conjunction with University employment, and/or through the use of University resources. The ownership interests in such intellectual property depend on the particular circumstances surrounding the creation. In particular, students must be careful to differentiate their own creative contributions from those of their faculty instructors and mentors. The following parameters apply:

a. Students in most instances will own the intellectual property developed from their individual scholarly and creative works, including works fulfilling course and academic program requirements (term papers, projects, masters theses/projects). Students retain ownership except in the conditions outlined in sections 5.b., 5.c., 5.d. and 5.e. below. By enrolling in the University, the student grants the University a nonexclusive, royalty-free license to mark on, modify, publicize and retain the work as may be required by the faculty, academic department or University. The University is not entitled to an equity interest in any ownership proceeds (net or otherwise), except in the circumstances described below.

b. When the student is employed by the University and the creation falls within the scope of that employment, either the University or the faculty member (when the student is hired specifically to work on a faculty-conducted project) owns the intellectual property according to the same standards that apply to staff creations under section II.C.4.

c. When the student receives extraordinary University support that further the creation or development of the intellectual property, the student owns the intellectual property, but the University retains an equity interest. Graduate Teaching Assistantships and Tuition Waivers shall not be considered extraordinary support. Use of specialized University facilities shall not be considered extraordinary support unless identified as such by a written agreement enacted prior to student's involvement in work.

d. When the student works on a sponsored project or under a special intellectual property agreement and the creation falls within the scope of that work, then the student is bound by the written agreements governing the allocation of intellectual property rights.

e. When the student is employed by an outside entity (not the University or Sponsored Programs Foundation) and the creation falls within the scope of that employment, the student normally will be bound by a contract with the outside entity, including provisions intended to protect and allocate intellectual property rights, and the University will have no rights to the intellectual property developed.

f. Unresolved issues of ownership and other intellectual property rights may be directed to the University Intellectual Property Committee. The Dean of Students should be consulted on a case-by-case basis about appropriateness of using established student grievance procedures.

D. Software.

1. The proprietary protection available for software is unique in that both copyright and patent are available. Copyright protection may cover the expression of the software ideas in a tangible medium, while patent protection may cover algorithmic inventions. Due to this dual approach, software should first be considered under the patent provisions of this policy at II. C., and is therefore subject to disclosure of any underlying algorithms that appear to have commercial value. After consideration of patent protection for valuable software algorithms, copyright (see II.B.) should be considered as additional or alternative protection.

2. In accordance with section I.C.1, and absent a specific agreement to the contrary, the University favors the copyright and publication of source code as well as its underlying object code. (This is in contrast with the common commercial practice that utilizes trade secrecy for source code in order to prevent the dissemination and discussion of any innovative ideas it reveals.) As with the underlying algorithms that, if patented, must be published so that they may be studied and discussed by other researchers, the University believes that source code should be published in a form that is amenable to research and will promote scientific progress. The object code is similarly subject to copyright.

E. University Equity Interests.

If the University provides extraordinary support to the creation of intellectual properties, it enjoys an equity interest in the net proceeds derived from those properties. The University's equity interest is determined by the extent of use and the value of these extraordinary support. The amount of the University's equity interest in a particular intellectual property will be agreed upon in a written agreement before pursuing protection/commercialization. In no case will the University's share be greater than 50 percent. (The distribution of any monies garnered is detailed in Section IV.B.) When the amount of net proceeds received from an intellectual property subject to University equity interest is equal to or less than \$25,000 in a fiscal year, then the University is not entitled to any portion of the net income derived from that intellectual property. When the amount of net proceeds received from an intellectual property subject to University equity interest is greater than \$25,000 in a fiscal year, the net proceeds (in excess of \$25,000) will be allocated as described in Section IV.B., or based on a previously determined equity interest agreement.

The University/Sponsored Programs Foundation is entitled to recoup expenditures from gross proceeds derived from those intellectual property interests that are successfully commercialized.

III. ADMINISTRATIVE PROCEDURES

A. The University.

1. University Administration.

The University President is responsible for policy matters relating to intellectual property and affecting the University's relations with inventors and creators, public agencies, private research sponsors, industry, and the public. The Dean of Research, Economic and Community Development, in cooperation with the Sponsored Programs Foundation and University officials, shall implement and administer this policy, including the negotiation of intellectual property terms in agreements with sponsors, evaluation of patentability and other forms of intellectual

property protection, negotiation of use rights (licenses) and royalties and pursuit of infringement actions.. The Dean of Research, Economic and Community Development in cooperation with the Sponsored Programs Foundation and University officials shall develop, document, implement and maintain on a current basis, appropriate procedures and practices to carry out this policy, including the process for evaluating and determining the allocation of net proceeds derived from intellectual property, subject to Section IV. of this policy. The Dean of Research, Economic and Community Development shall consult with the University Intellectual Property Committee (see III.A.2) on any significant procedural or policy changes associated with this policy. **All changes to this policy must be approved by the University Senate.**

2. University Intellectual Property Committee.

The University President shall confirm through appointment by the University Senate, a University Intellectual Property Committee. The Committee shall be composed of seven members, four of whom are faculty. One faculty member shall represent each college and the Chair of the Faculty Affairs Committee shall also serve. The other members shall include the Vice President for Academic Affairs (Provost) or his/her designee, the Associate Vice President for College of eLearning and Extended Education and the Dean of Office of Research, Economic and Community Development, who shall chair the committee. Faculty appointees will serve three-year terms.

The duties of the Committee shall be:

- To review implementation of current university intellectual property policy and develop changes to the policy as needed. All proposed changes must be approved by the University Senate.
- To make recommendations for the allocation of the University's net proceeds from intellectual property.
- To act as an appellate body, advisory to the President, to help determine the relative contribution of the University, sponsors, and members of the University community to the development of particular intellectual properties for purposes of helping parties reach an agreement within the framework of this policy (when the issues concerned are not covered by relevant collective bargaining agreements). The scope and procedure of the UIPC appeals process is described in Appendix A of this policy.

The Committee shall meet at least once a year, preferably in Fall semester. At the meeting, the Dean of Office of Research, Economic and Community Development will provide a written report of the intellectual property activities in which the University has been involved in the prior academic year, including a summary statement of income and expenses from intellectual property in which the University has an interest and an accounting of income and disbursements of a dedicated fund (see Section IV.B).

3. University Assistance.

The protection and commercialization of intellectual property requires close attention to relevant laws. For example, for a patentable invention, one must carefully and properly document all activities involved in developing the invention from conception to reduction to practice. In addition, there are reasons to preserve secrecy for certain time periods so that the invention can be adequately protected. These considerations often run counter to the typical academic approach of quickly sharing knowledge in the form of presentations at professional meetings and publications in scholarly journals.

Even when the University does not own intellectual property under this policy, or enjoy an equity interest in it, the Office of Research, Economic and Community Development can provide guidance to members of the University community about the basic process for, and issues regarding, protection of intellectual property. Further, under certain circumstances in which the University holds an equity interest, legal, financial and business assistance may be provided to faculty who wish to protect or commercialize their intellectual property. The University's decision to provide such assistance would be made on a case-by-case basis. When the University/Sponsored Programs Foundation provides legal, financial, business and/or other extraordinary services to support intellectual property interests, they are entitled to recoup expenditures from-gross proceeds derived from those intellectual property interests that are successfully commercialized.

4. Inactivity.

If a determination has been made that the University owns or has an equity interest under this policy in a particular intellectual property, a decision to pursue protection and commercialization of that property normally will be made within six months of a request by the inventor/creator for such a decision. If the University decides to pursue protection and commercialization, it must then act diligently in this regard. If the University fails to act diligently, the inventor/creator may request reconsideration of the decision to pursue. Alternatively, if the University determines not to pursue protection/development of the intellectual property, it will renegotiate its ownership and/or equity rights with the creator/inventor.

B. The Sponsored Programs Foundation (SPF).

The Humboldt State University Sponsored Programs Foundation (SPF) is a non-profit, public benefit corporation serving as a qualified auxiliary organization in support of the University. The SPF functions in several roles relating to the perfection, protection, transfer and development of intellectual property held by the faculty, students, staff, or the University. Among these are:

1. Perfection of Rights.

The perfection of legal and equity interest in intellectual property generally involves exacting documentation and compliance with statutory and regulatory procedures. The Sponsored Programs Foundation typically acts as the contracting agency for externally sponsored research and development projects on behalf of the University and the principal investigator. Sponsored agreements may have specific invention or creation disclosure requirements and patent/copyright and licensing provisions requiring compliance through the SPF.

2. Protection.

At the request of the Dean of Research, Economic and Community Development, or in satisfaction of sponsored agreement requirements, the Sponsored Programs Foundation shall initiate action to further evaluate the need for and practicality of securing appropriate statutory protection over any intellectual property subject to this policy. Results of any such evaluations shall be reported to that Dean and the inventor or creator.

3. Transfer and Development.

At the request of the University, the Sponsored Programs Foundation may serve as the transfer and development agent for those with legal and/or equity rights to intellectual property under this policy. Actions to evaluate protection typically also involve the assessment of commercial viability, and may require the SPF to negotiate among the interested parties appropriate assignment and collateral agreements to settle those interests and obligations, and to assure property protection and development opportunities. In its role as agent, the SPF will involve both the inventor/creator and the University (through the Dean of Research, Economic and Community Development) in all negotiations with potential buyers or licensors.

4. Fiscal Agent.

The Sponsored Programs Foundation also serves as the designated fiscal agent of the University in the administration of transactions involving University interests in such intellectual property. In providing the above services the SPF shall be entitled to recover its direct costs.

C. The Creator/Inventor.

1. Required Disclosures.

This policy addresses circumstances in which the University owns intellectual property created by faculty, staff and students, or enjoys an equity interest in it. When these circumstances exist, the faculty, staff or students who create the intellectual property shall file a disclosure statement with the Dean of Research, Economic and Community Development (see Section II.C.2). At the appropriate time, that Dean may refer the disclosure to the University Intellectual Property Committee, which will assess rights of all interested parties consistent with other sections of this policy. Disclosures of intellectual property having real or potential as inventions, discoveries, innovations or proprietary information shall be treated by all parties as confidential to the extent legally possible.

2. Protection and Commercialization.

When the University owns, or enjoys an equity interest in, intellectual property under this policy, and has elected to pursue protection and commercialization of that intellectual property, the inventor/creator is expected to cooperate with the University and Sponsored Programs Foundation (at the University/ SPF's expense) in the protection and development of the intellectual property including executing appropriate written instruments to perfect legal and equity rights. It is anticipated that the inventor/creator, if he/she so chooses, will be an active participant in decisions regarding the further development, commercialization and/or licensing of the intellectual property

D. Assignments of Interest.

Any transfers of ownership between those with any interest in specific intellectual property shall be documented through appropriate legal instruments, such as assignment agreements, in a form consistent with applicable law and regulations.

IV. INCOME ALLOCATIONS

A. General Objectives.

In the transfer of intellectual property and allocation of net proceeds derived from intellectual property, the general objectives are to direct funds toward the inventor(s)/creator(s), assure the transfer and development of these discoveries for the public benefit, and provide for the funding of future creative effort by University faculty, students and staff.

B. Intellectual Property Funds.

When the University owns intellectual property or enjoys an equity interest in it, the University's share of net proceeds derived from that intellectual property generally will be allocated among the inventor's college (25 percent), department (25 percent), and University division (25 percent) (Office for Academic Affairs or other University division) and the Sponsored Programs Foundation (25 percent). Consistent with the definition of "net proceeds" in section I.E.12., the net proceeds shall be determined after costs related to establishing the intellectual property claim incurred by the Principal Investigator, University and/or Sponsored Programs Foundation have been deducted from the gross proceeds. The net proceeds funds are to be used to support research or scholarly activity, technology transfer, and administrative activities and overhead expenses associated with research, development and protection of intellectual property, and technology transfer.

University Intellectual Property Policy Appendix A University Intellectual Property Committee Appeals Process

I. PURPOSE

One of the duties of the University Intellectual Property Committee (UIPC) is to provide a recommendation to the President when there are disagreements between the University and a member or members of the University Community, or between members of the University Community, regarding the ownership and distribution of rights that result from the creation of copyrightable or patentable intellectual property. The purpose of the University Intellectual Property Committee Appeals Process is to provide a means by which a member of the University Community may pursue a complaint against the University and/or another member of the University Community for an alleged violation of the University Intellectual Property Policy (UIPP). The recommendation of the University Intellectual Property Committee to the President is advisory and does not preclude the parties from subsequent legal action. The University is provided legal advice on intellectual property issues by CSU counsel. Members of the University community involved in intellectual property creation and assignment of rights can consult with their own legal counsel at any stage. Any recommendation made by the UIPC or the President must be consistent with current intellectual property law and collective bargaining agreements.

A. Matters Covered by the Appeals Process.

Matters covered by this process pertain only to University actions or actions by member(s) of the University Community under the UIPP, such as cases in which there are differences in parties' interpretation of written agreements covered by the UIPP, and cases in which no written agreement was executed before the start of work on patentable or copyrightable property, resulting in competing interpretations of rights and equity interest. This process also covers cases in which a party claims the University violated the UIPP or did not apply the UIPP properly.

B. Matters Not Covered by Appeals Process.

1. Faculty "work for hire" that is covered by Article 39 of the collective bargaining agreement with the California Faculty Association or staff "work for hire" that is covered by the relevant staff collective bargaining agreement.
2. Agreements between members of the University Community and sponsors and/or faculty and staff not employed by the University not negotiated through the Office of Research, Economic and Community Development or Sponsored Programs Foundation.
3. Agreements made by a member or members of the University Community with a third party for purposes of commercialization of intellectual property.
4. Agreements made by a member or members of the University Community with a third party for external consulting work or business development.

C. Confidentiality.

The evidence presented in the appeals process shall remain confidential. When the University Intellectual Property Committee issues its recommendation in writing to the President, the parties shall receive a copy with references to proprietary materials redacted. At the resolution of the appeals process, the parties can share information in the recommendation with third parties, unless the parties named in the appeal have agreed in writing to maintain confidentiality.

D. Questions or Concerns about the University Intellectual Property Policy.

The appeals process applies to existing UIPP, and is not a vehicle to change existing or create new University policy. Any member of the University Community at any time may contact the University Intellectual Property Committee regarding questions and concerns about, and/or suggestions for, the University Intellectual Property Policy. These communications should be made in writing to the Chair of the committee (the Dean of Research) who shall forward the communication to the members of the UIPC at the next scheduled meeting (if not before).

II. TIMELINESS AND PROCEDURE

A. Written Appeals.

Appeals must be directed to the Chair of UIPC in writing within **one calendar year of the unresolved disagreement that the party is asking the committee to review** (Note that because the appeals

process was suspended for six years under P09-03, members of the University community whose intellectual property disagreements have not been resolved under P09-03 may bring an appeal within one year of the formation of the UIPC under this policy) .The appeal should explain the issues at stake in the case, list the parties in disagreement, and specify the disagreement(s) that the party is asking the UIPC to review in the appeal. In cases in which a party claims the University violated the UIPP or did not apply the UIPP properly, the party must cite the section(s) of the UIPP that were violated and describe the activity that constitutes the violation.

Upon receipt of the written appeal, the Chair of the UIPC will forward it electronically to the other UIPC Committee members **within seven working days** (working days are defined as Monday through Friday excluding all official holidays and campus closures). ² The UIPC members will independently review the written appeal and communicate to the Chair whether they think the disagreement(s) described in the appeal falls under the purview of the UIPP, and whether they think the appeal has been submitted within the **one-year** time limit. Note that if any member of the UIPC is an interested party in a disagreement within an appeal they must recuse themselves from all decision making (see II.B. below).

If a majority of the UIPC agrees that the appeal qualifies for review, the appeal will move forward to the full review stage. The party who submitted the appeal and any party to the disagreement named in the appeal will be notified of the UIPC's decision regarding full review of the appeal within **twenty working days** of filing the appeal with the UIPC Chair.

B. Recusal and Substitutions of Committee Members.

For purposes of decision-making regarding the qualification of an appeal for full review, or for contributing to the UIPC's full review of an appeal, if any member of the UIPC, including the Chair, is named as a party to a disagreement in an appeal s/he must recuse her/himself. Recusal means that the member shall play no role in the decision-making process, including discussion of the appeal. When a member recuses her/himself the University Senate Chair is charged with recruiting a replacement member to serve on the UIPC, and the Senate Executive Committee must approve by a majority vote the appointment of the replacement member. The Senate Chair may take up to fourteen working days beyond the initial notification of appeal to fully constitute the Committee. A full review cannot proceed until the UIPC is fully constituted with seven members, a majority of whom must be faculty.

C. Full Review of Appeals.

After the parties bringing the appeal and the parties named in the appeal (respondent(s)) have been notified that there will be a full review of the appeal by the UIPC, they have **thirty working days** to provide any evidence that they would like to be considered in the appeal. As part of this evidence, the party bringing the appeal and the respondent(s) must provide a written narrative regarding the evolution of the dispute that includes a timeline of events from their perspective. Additional evidence can include executed written agreements (including relevant legal documents), representation of intellectual property (via electronic files, such as recordings, films, pictures, scanned blueprints) and correspondence between parties involved in the dispute.

² For purposes of the entire appeals process timeline, 'working days' are defined as Monday through Friday, excluding official holidays and campus closures.

Within forty-five working days of the end of evidence period, the UIPC will review the evidence and make its recommendation in writing to the President.

D. Report.

Following the full review, the UIPC shall submit a report to the President and the interested parties in the appeal that includes the UIPC's findings of fact and a recommendation regarding an outcome. The UIPC should try to come to a unanimous recommendation; however, if only a majority of the UIPC's members agree on a recommendation, they can submit that recommendation in their report to the President provided that the report contains a section for dissenting members' views.

E. Appeal of Appeals Process.

If a party to an appeal has evidence that the appeals process described herein was not followed properly, s/he may appeal in writing to the President. This appeal may concern the appeals process only and not the UIPC's recommendation to the President. If the President finds that the appeals process was not followed properly, then a new appeal may be heard by the UIPC. In all other cases, the party is not entitled to an appeal of the appeals process or a UIPC review of the same case.

HUMBOLDT STATE UNIVERSITY
University Senate

Resolution on Adopting an HSU Animals on Campus Policy

23-16/17-UPC - April 25, 2017 – Second Reading

RESOLVED: That the University Senate recommend to the University President that the attached University Policy on Animals on Campus be adopted.

RATIONALE: *There is evidence of a growing number of domestic animals on University Property, including a rapidly growing number of Emotional Support Animals recorded in University Housing (from 2 in AY14-15 to 35 in AY16-17). This policy is designed to draw together relevant and often confusing areas of state and federal law, and to establish a shared understanding for all members of the University community. Requirements are differentiated based upon the status of the person, status of the animal, and type of University property.*

A working group whose membership included the Student Disability Resource Center, Housing and Residential Life, Dean of Students, University Police Department, Facilities Management, Risk Management and Safety Services, and Human Resources created a draft policy. The University Policies Committee worked with representatives of this group to revise this draft substantially in the interests of clarity, consistency, and fairness to all members of our community.

Animals on Campus Policy

Policy Number

Responsible Offices: UPD, SDRC, HR, RM (see Sec.1)

This policy applies to all students, faculty, staff, residents, and visitors on University Property.

Purpose

The purpose of this policy is to protect the University community from hazards associated with or caused by animals, both domestic and wild, and to respect the rights of those with Service or Assistive animals. The University recognizes that owners of domestic and Service animals may bring their animals to campus and that wild or feral animals may use campus grounds as their habitat. This policy is intended to optimize the safety and health of students, faculty, staff, visitors, and animals as it relates to animals on University property. This policy is applicable to any person, in any building, or on any property owned or controlled by the University. This policy excludes animals associated with research or teaching purposes. (See Institutional Animal Care and Use Committee ([IACUC](#)) for the Policy on Use of Animals in Teaching and Research).

I. Responsible Offices

The *Humboldt State University Police Department* is responsible for code enforcement of California and University regulations.

The *Student Disability Resources Center (SDRC)* is responsible for providing support services to students with impairments necessitating the use of a Service animal on campus or an Emotional Support animal in residential living spaces.

Human Resources is responsible for facilitating the disability interactive process and reasonable accommodations requests by employees, including student employees, which may include the use of an Assistive animal and shall meet the standards of CCR § 11065(a)(2) and/or Fair Housing Act (State and auxiliary employees should see appropriate Human Resources office for accommodations.)

Risk Management is responsible for the approval and regulation of animals brought to campus in connection with special events and for providing the final determination on the risk, potential hazard, potential for property damage, liability exposure, or potential for public nuisance of any animal on campus grounds.

II. Definitions

Animal Nuisances: Any animal which has committed any one or more of any of the following acts is deemed to be a public nuisance:

- An infliction of physical injury upon any person where the person is conducting themselves lawfully.
- Threatening behavior toward any person where the person is conducting themselves lawfully and which occurs in such circumstances as to cause the person reason to fear for their physical safety.
- The utterance of barks or cries which are loud, frequent and continued over a period of time.
- An unprovoked infliction of physical injury upon any other animal.
- The damaging of University property or the personal property of some person other than the owner or keeper of the animal.
- Any fecal matter deposited by the animal and not removed immediately by the animal's owner.
- The dumping of trashcans or the spreading of trash.
- The chasing of pedestrians, bicycles or vehicles

Note: The following definitions provide distinctions between Assistive, Emotional Support, and Service animals as defined by federal and state law. These laws are evolving; the intention of these definitions is to be consistent with those laws.

Assistive Animal: An animal that is necessary as a reasonable accommodation for an employee, including student employees, in the workplace with a disability. Specific examples include;

- Guide dog trained to guide a blind or visually impaired person (civil code section 54.1)
- Signal dog or other animal trained to alert a deaf or hearing impaired person to sounds (civil code section 54.1)
- Service dog or other animal individually trained to the requirements of a person with a disability (civil code section 54.1)
- Support dog or other animal that provides emotional or other support to a person with a disability, including, but not limited to, traumatic brain injuries or mental disability such as major depression.

Service Animal: Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities as defined by Americans with Disabilities Act and California Code of Regulations. *Please refer to Sections III and IV of this policy for further clarification regarding the use of Service Animals for Employees and Students.*

Emotional Support Animal: A companion animal that a medical professional has determined provides benefit for an employee in the workplace or a resident on campus with a disability.

Domestic Animal: An animal that has been trained or adapted to living in a human environment. Such animals include, but are not limited to, dogs, cats, birds, rabbits, fish, and other types of household pets.

Feral Animal: A once-domestic animal that has reverted to an untamed state.

University Property: Any land, buildings or facilities owned, leased, or operated by the University and its affiliated auxiliary organizations.

Campus Grounds: The land around University buildings and facilities.

Campus Buildings: Buildings or facilities that are University property.

Residential Living Space: Residential building or facilities within which people reside.

Wild Animal: A non-domesticated animal living in its natural habitat.

Table 1: Campus Spaces and Permitted Animals

	Campus Grounds	Campus Buildings	Residential Living Spaces
Student	Domestic Animal (section VI)	Service Animal (section III)	If visiting a campus resident: Service Animal (section III)
Employee	Domestic Animal (section VI)	Service Animal (section IV) Assistive Animal (section IV)	Service Animal (section IV) Assistive Animal (section IV)
Resident on Campus	Domestic Animal (section VI)	Service Animal (section III)	Service Animal (section III) Emotional Support Animal (section V)
Public	Domestic Animal (section VI)	Service Animal (section III)	If visiting campus resident: Service Animal (section III)

III. Service and Assistive Animals in Campus Buildings

Dogs, cats and other animals may not enter any campus buildings with the exception of Assistive animals (for employees) and Service animals (for employees, students, and members of the public). Federal law does not require a *Service animal* to be formally trained or to be certified that it has been trained. For employees however, California law does require an employee to provide a health care provider’s certification for the use of an Assistive animal in the workplace (See Section IV).

If the purpose of a student's Service animal is apparent, asking the individual using the animal any questions about the use of the animal is inappropriate. However, questions about accommodations surrounding the use of the Service animal, such as seating of or breaks for the animal, are appropriate. If it is not clear that a Service or Assistive animal is needed for a disability, only two questions may be asked of an individual with a Service/Assistive animal:

1. Is the animal required because of disability?
2. What work or task has the animal been trained to perform?

Both Service and Assistive animals must be on a leash and/or under the control of a responsible person at all times, except that a Service or Assistive animal user does not have to use a leash if a) the user is unable, b) if using a leash would harm the user, or c) if the animal must perform a task without use of a leash. In any of these cases, the individual must maintain control of the animal through voice, signal, or other effective controls.

Although strongly encouraged, a Service or Assistive animal is not required to wear a collar, tag, vest, or other identifying equipment indicating that it is a trained Service animal. Service and Assistive animals must be licensed and fully inoculated, with the burden of proof on the animal user.

Use of a Service or Assistive animal in university facilities may be prohibited if the use of the animal poses a direct threat to the health or safety of other persons, or if the presence of the Service or Assistive animal will result in a fundamental alteration of the Service, program, or activity involved.

While on campus, Service or Assistive animals are expected to be free from offensive odors and to display reasonable behavior appropriate to the educational environment, including staying off furniture. If the animal exhibits unacceptable behavior, the owner is expected to employ proper training techniques and correct the situation. Service or Assistive animals with hygiene or behavioral issues may be denied access to the University.

IV. Service and Assistive Animals for Employees in the Workplace

Human Resources is responsible for the facilitation of the disability interactive process and reasonable accommodation requests by employees, which may include the use of an Assistive or Service animal. For the purposes of employee disability accommodations, the following provisions apply:

Minimum Standards for Service and Assistive Animals. The minimum standards for Service and Assistive animals being allowed in the workplace by an employee as a reasonable accommodation, includes but is not limited to: a) Being free from offensive odors and displays habits appropriate to the work environment, b) Does not engage in behavior that endangers the health or safety of the individual with a disability or others in the workplace, and, c) Is trained to provide assistance for the employee's disability.

Certification from Employee's Health Care Provider. Employees requesting a reasonable accommodation of bringing a Service or Assistive animal into the workplace must provide to *Human Resources*: a) a letter from the employee's health care provider stating that the employee has a disability and explaining why the employee requires the presence of the Assistive animal in the workplace and b) Confirm that the Service or Assistive animal meets the standards as set forth in the minimum standards listed above.

V. Emotional Support Animals for Residents on Campus

Emotional Support Animals (ESA) are recognized by the Fair Housing Act as a reasonable disability accommodation within campus housing only. As a disability accommodation, a resident student requesting an ESA must meet with the Student Disability Resource Center (SDRC) to determine eligibility through a review of appropriate documentation from a licensed mental health provider; a resident employee

requesting an ESA must meet with the appropriate Human Resources (HR) office to determine eligibility through a review of appropriate documentation from a licensed mental health provider. Once eligibility is established and the ESA recommendation is authorized to the license holder, the resident meets with the appropriate personnel to review and sign license holder agreement forms. ESAs for students are not recognized by the Americans with Disabilities Act and are therefore not permitted in other university buildings except for the one in which the student resides. ESAs for employees are permitted in other university buildings with appropriate approval as outlined in Section IV regarding Assistive animals in the workplace.

Resident Responsibilities. Maintaining the health and therapeutic value of an ESA is a full time responsibility. Residents must ensure the animal is up to date on required shots and licensure (if necessary), is groomed and free from offensive odors, displays habits appropriate to living in a residential living space and does not represent a danger to the health and safety of others. General relief for larger animals must be in designated spaces and the resident is responsible for the appropriate collection and disposal of all fecal matter. ESAs are required to be caged, or kenneled whenever the resident is not present in their living space.

VI. Domestic Animals on Campus Grounds

Dogs, cats and other domestic animals *must be* under control while on any campus grounds, restrained by a leash that does not exceed six (6) feet in length and in the hands of the responsible person. Any dog, cat or other animal brought to campus must be licensed and fully inoculated, with the burden of proof on the owner. Fecal matter deposited by any dog, cat or other animal brought to campus *must be* removed immediately by the animal's owner. Owners may not feed their animals on campus grounds. Domestic animals found tethered, unattended or abandoned may be impounded in accordance with all applicable law and regulations. Domestic animals may be confined in vehicles parked on campus for a reasonable period of time. However the animal must not be endangered and does not endanger others or create a nuisance.

VII. Wild or Feral Animals on Campus Grounds

Wild or feral animals that are not a risk and do not represent a hazard, cause property damage, or create a public nuisance, and that do not require human intervention, will be allowed to inhabit the campus grounds. Prohibited human intervention includes, but is not limited to, feeding, building of shelters, and injection of medication. Wild or feral animals that are a potential risk, represent a hazard, cause property damage, create a nuisance, or otherwise pose a potential conflict for humans will be regulated, controlled, and relocated in accordance with all applicable laws, regulations, and best practices.

VIII. Any other Animals on Campus Grounds and Buildings

Approval must be obtained from *Risk Management* for non-Service or non-Assistive animals to be brought on campus for a singular event involving the display or demonstration of specialized skills or natural behaviors, or any animal used for instructionally related activities outside of regularly scheduled classes. Some examples are (but not limited to): animals used in theater productions and visiting comfort dogs during finals week.

IX. References

- Residence Life and You Handbook
- IACUC policies
- HSU Landscape Design Guidelines and Standards
- California Education Code §89031
- California Civil Code §54.1 and §54.2
- California Penal Code §374.4 and §597a
- California Code of Regulations §11065 and §11069
- Title V Article 9, ADA Title 3, §36.302

- Code of Federal Regulations 28 CFR §35.104 and §136

HISTORY: Issued: MM/DD/YYYY

HUMBOLDT STATE UNIVERSITY
University Senate

**Resolution Approving Program Student Learning Outcome for
General Education and All-University Requirement (GEAR)**

13-16/17-GEAR – April 25, 2017 – Second Reading

RESOLVED: Approval of an overarching GEAR Program SLO, as presented below and applied to the GEAR program in satisfaction of EO 1061¹ & 1100² in addition to the unique Diversity and Common Ground (DCG) requirements at HSU.

¹EO 1061: Graduation Requirements in United States History, Constitution and American Ideals

²EO 1100: General Education Breadth Requirements

Proposed GEAR Program SLO

The General Education and All-University Requirements Program at Humboldt State University is designed, in concert with the major, to ensure that all graduates have attained the knowledge, skills, experiences, and perspectives necessary to achieve the HSU Baccalaureate Student Learning Outcomes.

Upon completion of the General Education and All-University Requirements Program students will be able to:

- Communicate effectively through oral, written, and quantitative methods.
- Demonstrate the ability to locate, assess, and employ information relevant to a specific discipline, approach, or method.
- Demonstrate basic knowledge of United States history and politics.

They will apply these skills to:

- Critically evaluate information through methods of thoughtful inquiry.
- Analyze and consider diverse, multicultural, interdisciplinary, and global perspectives.
- Apply knowledge to principled action and professionalism across disciplines.

The diversity of thought fostered by the General Education and All-University Requirements Program enhances the knowledge and abilities developed within the major program to assure graduates have made noteworthy progress towards becoming truly educated persons.

RESOLVED: A charge be given to the GEAR committee regarding the development of detailed assessment plans, crafted in collaboration with GE faculty and members of ICC.

RESOLVED: This GEAR reform and adoption of an overarching GEAR SLO would transpire without forcing current GEAR courses to go through a re-certification process through the ICC, which is in accordance with the Strategic Plan on better coordination and integration of academics.

RATIONALE: General Education and All-University Requirement outcomes are too numerous (currently 39 in total) to allow for meaningful ongoing assessment. Therefore, the GEAR committee was formed in order to provide a forum in which general education assessment, planning, and general oversight could be discussed and managed in a consistent manner. The primary task of the committee included the clarification and revision of HSU's GEAR student learning outcomes (SLO) and the assessment of student learning. Committee members strived to streamline the SLOs so faculty and students could universally apply them to a broad array of discipline specific content.^{1,2} The committee also sought to identify a central component of student learning that all GEAR courses could support and enhance. The result was the **GEAR Program SLO**, seen above.

The purpose of the proposed GEAR Program SLO is to facilitate assessment of GEAR as a program at the university level. The content of the area-specific SLO would not be assessed at the university level as the GEAR committee recommends assessment of this content at the department level or instructor level. The GEAR committee proposes, with input from faculty, we use the American Association of Colleges and Universities Valid Assessment of Learning in Undergraduate Education (AACU VALUE) rubrics and LEAP learning outcomes as templates to create appropriate assessment tools for the HSU GEAR program.

HUMBOLDT STATE UNIVERSITY
University Senate

Resolution Opposing Pouring Rights Exclusivity Contracts at Humboldt State University

26-15/16 -Lance/Avitia - April 25, 2017 - Second Reading

RESOLVED, That the University Senate of Humboldt State University urges the administration not to re-enter into a pouring rights exclusivity contract with PepsiCo, and not to enter into any pouring rights exclusivity contracts with PepsiCo or Coca Cola Co. from this day forward; and be it further

RESOLVED, That the University Senate encourage administration to search for creative and alternative sources of funding for athletics, scholarships and other student financial assistance that might otherwise benefit from exclusivity contracts; and be it further

RESOLVED, That the University Senate discourage administration from resorting to increasing student fee dollars for the purpose of recovering funds previously acquired for athletics through the PepsiCo pouring rights exclusivity contract.

RATIONALE: A pouring rights contract between HSU and a soft drink manufacturer, such as Coca Cola Co. or Pepsi Co., is not suitable for Humboldt State University, due to its violation of HSU core values and visions of environmental responsibility, social justice, good health, local empowerment and shared governance. The 2015-2020 Strategic Plan states, “We must build on Humboldt State’s uniqueness. No other university in the world is quite like us. Humboldt is different. As our mission states, we are committed to social and environmental justice. We share a passion for exploration, for action, and for making the world a better place. We believe in diversity, in all its forms, and in how a diverse community enriches the educational experience of all students. We have a special niche in higher education, and we need to communicate, market, and capitalize on this”. The HSU Office of the President explicitly outlines the University’s vision and values, “Humboldt State University will be the campus of choice for individuals who seek above all else to improve the human condition and our environment”, and “We believe individuals must be environmentally, economically and socially responsible in the quest for viable and sustainable communities”. The HSU website encourages students to come to HSU to “be part of a campus known for its longstanding commitment to social and environmental responsibility”, and according to President Rossbacher, “Humboldt State University has long had a commitment to sustainability”. The Climate Action Plan of HSU expresses concern over the current trajectory of sustainable practices, “A bold and transformational commitment to sustainability is necessary to have a real impact on our climate—and planetary—future and to foster the next generation of sustainability leaders. Making this commitment emphasizes our willingness to make changes to adapt to a changing climate.”

HSU is currently engaged in a pouring rights exclusivity contract with Pepsi Co that expires June 30, 2017. Pouring rights are “the exclusive rights of a beverage maker or distributor to have its products sold at a particular venue, event, or institution”. HSU issued a Request For Information (RFI) for “Campus Beverage Vending and Pouring Rights” March 10, 2017, with the purpose “to gain knowledge of services and supplies available with an estimate of their corresponding costs, commissions, in-kind benefits, scholarships, grants, or other educational awards”.

Pepsi Co. has a history of engaging in practices that are damaging to the environment, and human health and livelihood, including deforestation and human rights violation. Soft-drink companies have been known to bypass federal law, by “donating sodas to schools for free distribution during school meal periods”, and by developing sweetened fruit drinks that “contain just enough juice (5%) to circumvent definition as a food of minimal nutritional value”. The United Steelworkers of America and the International Labor Rights Fund filed lawsuits in 2001 and 2006 on behalf of Colombian labor union SINALTRAINAL charging Coca Cola Co. with contracting “with or otherwise directed paramilitary security forces that utilized extreme violence and murdered, tortured, unlawfully detained or otherwise detained or otherwise silenced trade union leaders.” Since then other lawsuits have been filed against Coca Cola Co. for human rights violations that have occurred in Mexico, Guatemala, China, El Salvador, and India. Coca-Cola Co. and Pepsi Co. are responsible for the depletion and pollution of drinking water in India and elsewhere, and are destroying integral water sources used for irrigation, drinking and sanitation by entire communities around the world. Pepsi’s latest advertisement commercial was pulled due to “trivializing the Black Lives Matter Movement”, and “appropriating imagery from serious protests to sell its product, while minimizing the danger protesters encounter and the frustration they feel”. Large beverage companies disproportionately target and affect communities of color. “If current trends continue, 40% of all Americans will get [type 2] diabetes in their lifetimes and half of Latino and African American children born in 2000 will get [type 2] diabetes sometime in their lives. Already, almost one-quarter of teens have either [type 2] diabetes or prediabetes – double the rate of just 10 years ago”. President Rossbacher wrote in an email to campus on October 4, 2016, “We all share responsibility for addressing inequity and for preventing racist ideas from taking root”.

San Francisco State University students successfully shut down their administration’s attempt to engage in a pouring rights contract; students organized and campaigned, their University President heard their concern and responded, “After listening carefully to the concerns and information I received from our students, faculty and staff, I have decided not to move forward with the process of establishing a partnership with a beverage company”. SFSU is the only University within the CSU that does not have a pouring rights contract. HSU students have a history of initiating change on campus, including but not limited to: supporting the planting of fruit trees, supporting “Meatless Mondays”, making HSU a Zero Waste Campus, reducing campus’ usage of toxic chemicals, opposing fracking. The University has also expressed interest in improving services to “our students, our communities, our region, state, and the world”.

The Strategic Plan recognized that there is an issue with transparency on this campus, “We heard over and over again the desire for greater transparency in decision-making, including

budgeting, for clearer communication, for having a campus culture that is welcoming and supportive of all members, and for seeing the strategic plan implemented”. The CSU system practices shared governance which is defined as “the practice of developing university policy through consultation with university constituents, including students”. The students of Humboldt State stand in support of the transition away from Pepsi Co. and pouring rights contracts.

This is a key moment in the legacy of Humboldt State University, a moment in which we are called to act and stand up for our values of social and environmental justice, our rights to good health, to safety from exploitation, and to the meaningful financial restructuring of our education system.

Submitted By

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HUMBOLDT STATE UNIVERSITY
University Senate

Resolution on Adoption of a Laboratory Teaching Evaluation Instrument

25-16/17-FAC – April 25, 2017 - Second Reading

RESOLVED: That the University Senate of Humboldt State University recommends to the President that the attached laboratory evaluation instrument be adopted as an option to the standard teaching evaluation instrument; and be it further

RESOLVED: That the instrument be implemented beginning in fall 2017; and be it further

RESOLVED: That Faculty Affairs shall obtain feedback on the efficacy of the instrument one year from implementation to allow any needed changes to be made by the University Senate.

RATIONALE: The current teaching evaluation instrument does not provide adequate feedback on lab instruction. It lacks questions on lab-specific aspects of teaching, such as lab safety and one-on-one assistance to students. Lab instructors and personnel committees will benefit from evaluative feedback that appropriately addresses the lab environment. A separate lab evaluation also will reduce the confusion that arises when students are asked to evaluate an instructor's lecture and lab with the same instrument.

Laboratory Instructor Evaluation

This evaluation is for Laboratory/Activity courses. In the case of mixed Lecture/Lab courses, this applies only to the Laboratory portion and Laboratory instructor.

1. Background Information

1.1 My class standing is:

Freshman Sophomore Junior Senior Graduate / Other

1.2 This Laboratory course applies to (check all that apply):

Major Minor Elective Don't Know

General Education (GE) / Diversity & Common Ground (DCG)

1.3 The average number of hours per week I spent outside of the Laboratory preparing for this Laboratory and completing the Lab reports/assignments was:

Less than 1 hour ~1 ~2 ~3 ~4 ~5 6 or more hours

[The following are the “Strongly Disagree” to “Strongly Agree” response questions.]

2. Laboratory Instructor Evaluation

2.1 The lab instructor clearly explained safety issues and/or hazards and how to avoid them, if applicable.

2.2 The lab instructor gave me assistance, when needed, with lab procedures.

2.3 The lab instructor's assistance helped me to carry out the experiment or activity.

2.4 The lab instructor clearly communicated the course goals and activities, as well as the due dates for Laboratory assignments and reports.

2.5 The lab instructor created an atmosphere during the Laboratory activity that was respectful of diversity (for example, diversity based on ethnic, racial, or gender identity).

2.6 The lab instructor created an atmosphere that was conducive to student engagement in the Laboratory experiments/activities.

2.7 The lab instructor feedback was timely.

2.8 The lab instructor provided directions for improving my work.

3 ["Free response" questions] ["Student Code of Conduct" acknowledgement.]

3.1 Overall, the moments during the Laboratory activities during which I was the most engaged, excited, and involved as a learner were when ...

3.2 Reflecting on your experience in this Laboratory activity, what changes would you recommend to the instructor?