

HUMBOLDT STATE UNIVERSITY

University Senate

Tuesday, October 4, 2016, 3:00-5:00 pm, Goodwin Forum (NHE 102)

1. Announcement of Proxies
2. Approval of and Adoption of Agenda
3. Approval of Minutes from the Meeting of September 20, 2016
4. Reports, Announcements, and Communications of the Chair
5. Reports of Standing Committees, Statewide Senators, and Ex-officio Members
6. Consent Calendar from the Integrated Curriculum Committee
7. TIME CERTAIN: 3:15-3:30 PM - Open Forum for the Campus Community
8. Sense of the Senate Resolution on Racialized Violence (03-16/17-EX – October 4, 2016)
9. Information Item: Update on Canvas Contract
10. Sense of the Senate Resolution on Intellectual Property (04-16/17-EX – October 4, 2016)
11. Resolution to Amend the Bylaws of the University Senate to Clarify Quorum Requirements for Standing and Ad Hoc Committees (01-16/17-CBC – October 4, 2016) Second Reading
12. Discussion Item: Process of Approving Resolutions
13. Faculty Senator's Approval of Recommendation from General Faculty Executive Committee

Tuesday, September 20, 2016, 3:00-5:00pm, Goodwin Forum (NHE 102)

Chair Julie Alderson called the meeting to order at 3:02pm on Tuesday, September 20, 2016 Goodwin Forum, Nelson Hall East, Room 102; a quorum was present.

Members Present

Abel, Alderson, Avitia, Blake, Camann, Creadon, Dunk, Flynn, Frye, Guillen, Karadjova, Le, Maguire, K. Malloy, Meyer, Oliver, Ortega, Pence, Platt, Rizzardi, Sadeghzadeh, Thobaben, Virnoche, Wilson, Wrenn

Members Absent

Enyedi, Eschker, Lopes, N. Malloy, O'Neill, Rossbacher

Guests

Stephanie Burkhalter, Alex Hwu, Cyril Oberlander, Noah Zerbe

Announcement of Proxies

Creadon for Eschker, K. Malloy for N. Malloy, Maguire for O'Neill

Approval of and Adoption of Agenda

M/S (Thobaben/Abell) to add to the agenda as a discussion item the following item:

3:45pm Time Certain Faculty Session to discuss President Rossbacher's September 13, 2016 response to the University Senate Resolution 02-16/17-Abell/Thobaben and Chancellor Timothy White's September 19, 2016 response to the Intellectual Property Policy discussion with him at the September 16, 2016 ASCSU Plenary

Motion to add the agenda item **failed**

Ayes: Thobaben, Abell, Dunk, Wilson, O'Neill, Maguire, Avitia, Sadeghzadeh

Nays: Blake, Le, Ortega, Meyer, Pence, Virnoche, Wrenn, Creadon, Flynn, Eschker, Oliver, Rizzardi, K. Malloy, N. Malloy, Frye

Abstentions: Karadjova

M/S (Thobaben/Abell) to add to the agenda as a discussion item the following item:

Canvas and the uncertainty of the protection of Intellectual Property, tabled from the September 6, 2016 Senate meeting

Motion to approve the agenda with an amendment adding the agenda item listed above **passed**

Ayes: Thobaben, Abell, Blake, Dunk, Ortega, Meyer, Pence, Virnoche, Wrenn, Creadon, Wilson, Eschker, Oliver, K. Malloy, N. Malloy, Avitia, Frye

Nays: O'Neill, Maguire, Rizzardi, Sadeghzadeh

Abstentions: Le, Flynn, Karadjova

M/S (Abell/Dunk) to add the following item to the agenda for discussion:

Open discussion of President Rossbacher's September 13, 2016 response to the University Senate Resolution 02-16/17-Abell/Thobaben and Chancellor Timothy White's September 19, 2016 response to the Intellectual Property Policy discussion with him at the September 16, 2016 ASCSU Plenary

Motion to add the agenda item listed above **passed**

Ayes: Thobaben, Abell, Blake, Dunk, Le, Ortega, Meyer, Pence, Wrenn, Creadon, Wilson, O'Neill, Maguire, Eschker, Oliver, Karadjova, Rizzardi, K. Malloy, N. Malloy, Avitia, Frye, Sadeghzadeh

Nays: Virnoche

Abstentions: Flynn

Approval of Minutes from the September 6, 2016 Meeting

M/S (Thobaben/Virnoche) to approve the Minutes of the September 6, 2016 meeting with the following amendments to be included following the addition to the Chair's report:

Senator Thobaben moved that the HSU University Senate recommends that the General Faculty President/University Senate Chair and CFA President send a letter to the faculty informing them of the uncertainty of the protection of their Intellectual Property, encouraging them not to post any original works or fair use copyrighted material to the Canvas servers until related IP issues are resolved.

The following error will also be corrected:

The Quantitative Reasoning Task Force Report which was submitted as an attachment to the ASCSU's 9/6 written report was listed in error as an attachment to FAC's 9/6 written report.

Motion carried unanimously

Ayes: Thobaben, Abell, Blake, Dunk, Le, Ortega, Platt, Meyer, Pence, Virnoche, Wrenn, Creadon, Wilson, Flynn, O'Neill, Maguire, Eschker, Oliver, Karadjova, Rizzardi, K. Malloy, N. Malloy, Avitia, Frye, Sadeghzadeh

Reports, Announcements and Communications of the Chair

Written Report Attached

Chair Alderson added that in respect to staff members attending Senate meetings, and the labor laws concerning their eight hour workday, she would be strictly adhering to ending Senate meetings by 5:00pm.

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

Academic Policies:

- Written Report Attached
- APC Chair further noted that the committee will be examining and addressing a projected eLearning policy

Appointments and Elections:

- Written Report Attached
- Senate Chair noted that there are still two faculty vacancies – one on the ICC's subcommittee on Academic Master Planning (AMP) and one on the URPC

Constitution and Bylaws:

- Written Report Attached

Faculty Affairs:

- Written Report Attached
- FAC Chair noted that the committee is very much looking forward to President Rossbacher meeting with the committee on October 12 to discuss the possibility of developing guidelines on the rights and protections governing Intellectual Property at HSU

Integrated Curriculum Committee:

- The ICC's September 13th workshop with guest presenter Lisa Castellino was a success

University Policies:

- Written Report Attached

University Resources and Planning:

- Written Report Attached

Academic Senate CSU Statewide Senate:

- Written Report Attached

Associated Students:

- AS is currently working on a definition for shared governance
- AS President explained the process by which students are appointed to serve on campus committees
- AS remains committed to addressing student vacancies on committees

Labor Council:

- Representatives met with President Rossbacher to discuss campus anti-bullying efforts
- Progress is underway to identify members within CSUEU facing issues related to inequitable pay

Student Affairs:

Vice President Blake shared the following news and information:

- She attended two outstanding events offered by the Equity Alliance of the North Coast. The first event was a public talk, Advancing Equity through a Racial Lens: Putting Theory in to Action; the second event was the first of a six part series of workshops geared toward advancing racial equity and inclusiveness.
- She is looking forward to attending and discussing goals for improving graduation rates at the Graduation Initiative 2025 in Long Beach.
- Vice President Blake shared that she is very inspired by the dedication and enthusiasm from the students who are currently involved in Associated Student Government and asked that everyone encourage more students to get involved and apply for appointments to serve on campus committees.

Consent Calendar from the Integrated Curriculum Committee (ICC)

The attached ICC Consent Calendar was approved.

It was noted that there were no guests signed-up to speak during the Open Forum for the Campus Community

Resolution to Amend the Bylaws of the University Senate to Clarify Quorum Requirements for

Standing and Ad Hoc Committees (01-16/17-CBC – September 20, 2016) First Reading

M/S (Abell/Ortega) to move the resolution

CBC Chair Abell explained that the current quorum for committees requires a majority of members to be in attendance during meetings without taking vacancies into account thus placing committees in danger of not meeting quorum requirements. The resolution which proposes to exclude vacancies from quorum calculations and allow proxies to count toward quorum requirements will allow committees to conduct business. Chair Abell notes that due to the makeup of committee membership for Faculty Affairs, an exception from the proposed amendments has been included in the resolution.

After a brief discussion, it was decided that the resolution will return to Senate for a second reading.

Discussion Item: Process of Approving Resolutions

M/S (Thobaben/Wilson) to defer the *Process of Approving Resolutions* discussion item to the next meeting

Motion passed unanimously

Discussion Item: Tabled Motion from 9/6/16 Senate Meeting – Canvas and the Uncertainty of the Protection of Intellectual Property

Discussion ensued regarding notification to faculty regarding the uncertain protection of their Intellectual Property if they post materials to Canvas servers before issues related to IP are resolved. The following questions were deliberated:

- At what point in time should notification to faculty be provided?
 - Should notification be limited just to the faculty involved with Canvas or to all faculty?
- Who should appropriately be providing the notification to faculty?
- What language is contained in the Master Subscription Services Agreement (MSSA) pilot contract?
 - A copy of the MSSA is attached

M/S (Abell/Thobaben) to table the discussion until the October 4 Senate meeting when more information regarding a signed contract with Canvas will be available

Motion passed unanimously

Discussion Item: President Rossbacher's September 13, 2016 Response to the University

Senate Regarding Resolution 02-16/17-Abell/Thobaben and Chancellor White's September 19, 2016 Response to the Intellectual Property Policy Discussion with him at the September 16, 2016 ASCSU Plenary

Conversation pertaining to the following points ensued:

- The impression of some is that the IP matter has morphed into an issue of shared governance
- The sense of uncertainty among some as to whether the 2009 IP policy is and will remain in effect until a new policy is signed
- That further clarification on questions relating to IP may be necessary before President Rossbacher can successfully meet with FAC
- The skepticism and concern of finding a way to effectively move forward with a tangible solution to the IP issue
- The possibility, as stated in the CBA, of approving a set of campus guidelines which would define extraordinary support
- It was noted that the Senate fulfilled their obligation to collectively make a recommendation for an IP Policy – final approval, is not the role of Senate

Chair Alderson moved to adjourn as it was 5:00pm

Meeting adjourned at 5:01pm

HUMBOLDT STATE UNIVERSITY
Senate Chair's Report
Senate Meeting, October 4, 2016

We have spent a significant amount of time in our last two Senate meetings discussing Intellectual Property. We will do so again on October 4th, via conversation regarding the proposed Sense of the Senate Resolution on Intellectual Property (04-16/17-EX). While this issue is rightly of great concern to the campus community, it is also very important that we consider the other pressing issues that must be addressed on campus this year. The WASC / Strategic Plan update originally scheduled for a full hour at our first Senate meeting was intended to focus on the critically important WASC reaffirmation of our reaccreditation, as well as our need to move forward in implementing the ambitious goals of our Strategic Plan. This work has become even more pressing in light of the newly launched Graduation Initiative 2025, through which our campus will be expected to significantly improve graduation rates over the next nine years, as well as the recent reports regarding our enrollment and budget issues. Add to this the difficult conversation we will be engaging in with this week's Sense of the Senate Resolution on Racialized Violence (03-16-17-EX). I am hopeful that we can work together to collectively address the numerous important issues that face the campus this year. I look forward to the Senate continuing to play an active role in addressing student success and being a positive force for change on campus.

HUMBOLDT STATE UNIVERSITY

University Senate Written Reports, October 4, 2016

Standing Committees, Statewide Senators and Ex-officio Members

Academic Policies Committee:

Submitted by Mary Virnoche, APC Chair

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

Present: Joice Chang, Paul Cummings, Michael Goodman, Michael Le, Heather Madar, Clint Rebik, Mary Virnoche (Chair)

Absent: Mary Glenn

Outcomes/Decisions

1. ADA classroom furniture, inventory and labeling. (Mary Virnoche reported in Mary Glenn's absence.) Per the APC recommendations to Mary Glenn, she is working with Facilities Management on the timeline, budget and plans for labeling ADA chairs and tables in each classroom. Mary Virnoche completed labeling language (see appendix), as well as classroom poster language for faculty members (see appendix). APC also recommended dissemination of the message for faculty members through portals and in the OAA emails sent at the opening of each new term. APC recommended to Mary Glenn that parallel language (see appendix) for students be disseminated through similar channels and added to the web site that aggregates other information for students (e.g. student conduct) and to which faculty members now link to the their syllabi. Finally, Mary Glenn is also exploring the possibility of messaging directly on the home screen of each classroom computer.
2. APC discussed strategic plan priorities and the brainstorming list from the September 13, 2016 ICC meeting. We agreed to add to our list the below brainstorm item:
 - "Implement holds on students for upper division courses if not finished with LD" (third item from bottom of the list).

We conceptualized the issue in the above item more broadly. Clint Rebik noted that even our existing hold policies (e.g. requirement for completion of the 'golden four') do not have "teeth." The APC understands that HSU has competing goals: improve graduation rates versus properly sequence students through a university-wide curriculum. We also anticipate that U-Direct may be a resource that would assist in implementing holds. [Mary Virnoche notified Dale Oliver (ICC) that we will consider that particular idea.]

Agenda for October 4, 2016 Meeting

1. E-learning (Mary V.) Background items search term "elearning"

Possible Future Agenda Items

1. Hold on students for Golden 4 and UD courses. U Direct as enforcement?
2. Honorary Degrees - committee membership considerations
3. ADA Furniture Update (Mary Glenn)
4. Changes to the Common Rule (IRB) - (Mary Virnoche)
5. Thesis Embargo (If not resolved by Graduate Council)

ADA Furniture Actions Appendix

Labels for ADA classroom furniture

"Please make this ADA designated table/chair available to a student whose needs it."

"Return this ADA table/chair to <Bldg Initial Room #>."

For faculty portal, email, classroom posters and possibly on homescreen of classroom computers.

Classroom Facilities

Faculty members should report all physical classroom concerns directly to facilities management:

Complete a service request online: <http://www2.humboldt.edu/facilitymgmt/> or call 4475 for emergencies. Your classrooms should be equipped with at least one desk and chair for students with disabilities or temporary physical challenges. Please assure that students who need this equipment are able to use it. If you need additional ADA furniture or if your classroom furniture is missing, please contact facilities as noted above.

For student portal and add to the web page link for all syllabi

(or perhaps labeling furniture will alleviate the need for this message)

Your classrooms should be equipped with at least one desk and chair for students with disabilities or temporary physical challenges. Please assure that students who need this equipment are able to use it. If you are not physically challenged yourself, please assume that others may indeed need that furniture -- even if they do not appear to be disabled: Please select another seat in the classroom.

Add both messages to the running list of semester start communication that needs to come out of OAA (Vice Provost).

Appointments and Elections Committee:

Submitted by Jennifer Corgiat, AEC Chair

The Appointments and Elections Committee made the following appointments:

University Resources and Planning Committee (URPC) – James Woglom

There is still the following vacant faculty seat:

ICC Subcommittee on Academic Master Planning (AMP) – 1 At-large faculty member, 3 year term ending Spring 19

Scope of Work:

- Evaluate and respond to assigned course and degree change proposals, including GEAR (General Education and All-University Requirements) course approval requests, using specific decision making criteria (i.e. 120 unit limit; plans for appropriate course rotation; and comparative data on similar programs)
- Develop and update as needed a template for reporting out of Subcommittee to the ICC the evaluation criteria and related recommendations on a proposal Subcommittee on Academic Master Planning (AMP) Membership

Spring elections will take place around the beginning of the Spring term.

ASCSU Statewide Senate:

Submitted by ASCSU representatives, Mary Ann Creadon and Erick Eschker

There has been no word yet from the Chancellor's Office on our request to allow HSU to adopt the IP policy that passed the University Senate in the spring.

California Faculty Association:

Submitted by Mike Camann, Humboldt Chapter President

On Wednesday, September 28, 2016 the California Faculty Association hosted a bargaining update and survey meeting in the University Banquet Hall. Bargaining team members Lil Taiz and Molly Talcott described recent developments and upcoming challenges in Unit 3 contract bargaining.

On Friday, September 30, 2016 HSU CFA representatives met and conferred with HSU senior administrators Colleen Mullery and Anna Kircher, as well as with representatives of the CSU Chancellor's office labor relations staff regarding the campus conversion from Moodle to the Canvas learning management system. The parties agreed to meet and confer again, so discussion is ongoing.

Constitutions and Bylaws Committee:

Submitted by Jeff Abell, CBC Chair

- I. Report from Mon September 26, 2016 Meeting
 - A. Meeting called to order at 16:05 in NHE 116 with Abell (Chair), Chang, Guzman, Shellhase and Watson.
 - B. We considered Senate comments from the Sep 20, 2016 meeting related to Resolution #01-16/17-CBC (Resolution Clarifying Quorum Requirements for Standing Committees). We amended the resolution based on these comments so that: 1) the resolution will not go into effect until Spring 2017; 2) standing committees will track quorum this semester and report at end of semester how often quorum would not have been reached under the proposed changes; and 3) added a clause exempting committees from the “one staff or student” quorum qualification if all staff and student seats on the committee are vacant. This resolution comes forward at today’s Senate meeting as a second reading.
 - C. We considered the following amendment to **Section 9.0** of the *Constitution of the University Senate* which establishes a timeline for electorates to vote on ratification of Senate Constitution Amendments. This will come before the Senate as a first reading at our Oct 20, 2016 meeting. The CBC welcomes any Senate input on the resolution now, particularly from Staff and Student reps, as these two electorates are mostly impacted by the changes.

9.0 Amendments

~~9.1 Proposed amendments to amend~~ amendments to this Constitution shall be ~~recommended~~initiated by a majority vote of the Senate after having been presented at ~~the~~ previous regular meeting. Proposed amendments must be recommended by the end of the 11th week of instruction during the semester in which they are to be ratified. ~~Senate approved proposals to amend this Constitution shall then be forwarded to the General Faculty, Associated Students, and Staff Council for a vote. Proposed amendments shall be adopted if approved by a simple majority in a vote of the general faculty and approval by either Associated Students Council or Staff Council.~~

~~9.2 Senate approved~~recommended proposals amendments to amend this Constitution shall then be forwarded to the General Faculty, Associated Students, and Staff Council for a ratification vote. Associated Students and Staff Council must receive the proposed amendments in time to have two regularly scheduled meetings left in the semester to deliberate.

9.3 Proposed amendments shall be adopted if approved by a simple majority in a vote of the General Faculty and approval by either Associated Students Council or Staff Council. If any electorate does not vote on the proposed amendments by the end of the semester, that electorate will have abstained from the vote.

D. Meeting adjourned at 16:35.

II. Upcoming Items

- A. Review University Policy Committee's draft "Policy on Policies" for any apparent conflicts, discrepancies with the Senate Constitution and Bylaws.
- B. Discuss whether committees should have agenda notification and document posting deadlines. Propose bylaws amendments if necessary.
- C. Discuss whether CBC is appropriate body to interpret constitutionality of Senate actions. Propose constitution/bylaws amendments if necessary.
- D. Determine whether posting of vote tallies with election results is mandated by our governing docs. Recommend appropriate practice to AEC or Senate Office or propose bylaws amendments if necessary.

Faculty Affairs Committee:

Submitted by George Wrenn, FAC Chair

Faculty Affairs Committee Report – September 21 and 28, 2016

The Committee held its third and fourth bi-weekly meetings on Wednesday, September 21 and Wednesday, September 28.

Meetings this semester are scheduled for: October 12, 26, November 9, 30 and December 14.

Meetings are open to the campus community. The Committee currently meets in Library 118 at 8 a.m.

The Faculty Affairs Committee addresses matters involving the individual or collective relationship of faculty to the University. The Committee can be reached through the Senate's Faculty Affairs web page: <https://www2.humboldt.edu/senate/faculty-affairs-committee>.

Unless otherwise noted, all members were present.

Agenda for September 21:

Absent: Marissa O'Neill

- 1) Confidential Evaluations (with guest Jeff Dunk)
- 2) Early Promotion and Tenure

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- 1) Anonymous vs. Confidential Evaluations (with guest Jeff Dunk)

Jeff Dunk visited the committee to discuss his concerns with anonymous evaluations. He feels that it is absolutely essential that the University allow identification of students whose comments are of a nature to warrant disciplinary action were the student

identifiable, which would be possible under a confidential evaluation system. His department has encountered numerous examples of harassment, demeaning or foul language, and other derogatory comments addressed to female faculty.

The current process of anonymous evaluation prevents any possibility of disciplinary or other action unless the language rises to the level of threat, in which case the matter is addressed to law enforcement.

Although instances of harassment, foul language or other derogatory comments appear to be rare, instances in which they do occur can inflict lasting harm and leave faculty with no recourse other than the filing of a grievance. Dunk also noted that anonymity allows students to make serious allegations that cannot be substantiated. A mechanism to protect faculty in these instances is necessary as well.

The Committee agreed with Dunk that moving from anonymous to confidential evaluation would provide faculty a mechanism to appropriately address instances of unacceptable behavior in student evaluations of teaching.

Wrenn agreed to work with Dunk on crafting a resolution encouraging the CSU and CFA to address this issue in bargaining. This would likely be accompanied by a letter of support circulated to faculty.

2) Early Tenure and Promotion

Mary Virnoche asked the Committee to review data on early tenure and promotion, which provides some evidence of gender inequities. She also asked the Committee to examine Appendix J language on early tenure and promotion and to consider language that would better convey, and inform faculty of, early tenure and promotion requirements.

Appendix J, Section IV.F.5.

The President may award tenure to a faculty unit employee before the normal (6) year probationary period (13.3, 13.19) if the following criteria are met:

a) Such consideration is initiated by the faculty unit employee's department or equivalent unit or by the faculty member with the knowledge of his/her department or unit.

b) The faculty unit employee demonstrates clear evidence that s/he has achieved, before the normal probationary period, a record of accomplishment that meets the standards and level of performance for tenure indicated in this appendix.

c) The length and breadth of the faculty unit employee's service are sufficient to provide a high expectation that the prior patterns of achievement and contribution will continue.

Early Tenure and Promotions Applications

Tenure & Promotion to Associate					
Year	# Male	# Female	Total Early Apps	Total Ten/Prom Apps	% Early
2015/16	2	2	4	8	50.00%
2014/15	0	0	0	2	0.00%
2013/14	0	0	0	5	0.00%
2012/13	0	2	2	7	28.57%
2011/12	1	0	1	12	8.33%
2010/11	2	1	3	14	21.43%
2009/10	3	0	3	11	27.27%
2008/09	6	0	6	17	35.29%
2007/08	0	0	0	4	0.00%
Promotion to Professor					
Year	# Male	# Female	Total Early Apps	Total Ten/Prom Apps	% Early
2015/16	0	0	0	7	0.00%
2014/15	1	1	2	8	25.00%
2013/14	1	0	1	9	11.11%
2012/13	1	0	1	8	12.50%
2011/12	0	0	0	4	0.00%
2010/11	0	0	0	14	0.00%
2009/10	0	0	0	6	0.00%
2008/09	0	0	0	16	0.00%
2007/08	2	2	4	19	21.05%

2/17/2016

/hr&aps-mhk

The Committee concluded that Appendix J contains sufficient information, but that Virnoche has identified a clear need for faculty education and for prioritizing equitable treatment when faculty are encouraged to seek early tenure and promotion.

The Committee concluded that departmental personnel committees and mentors should encourage dissemination of information about early tenure and promotion, and that it is especially important to convey information and advice equitably across gender lines. RTP Workshops were also deemed an excellent opportunity to make early tenure and promotion options more widely known.

The Committee will consult with Virnoche to consider next steps and reach out to the Committee on Faculty RTP Criteria and Standards for additional guidance.

Agenda for September 28:

- 1) I.P. Policy discussion
- 2) Setting priorities for the year

- 1) I.P. Policy Discussion

Wrenn summarized discussion of I.P. at SenEx, and the Committee considered options for moving forward with policy. The status of 2009 policy was discussed:

Sense of Senate Resolution 02-16/17 (Demanding President Rossbacher Approve the University Senate Recommended Intellectual Property Policy), which passed the Senate, states that 2009 I.P. policy is not in effect. Because this policy lacks protections provided to faculty in the 2016 policy revision, any resolution to re-confirm the 2009 policy would be problematic. If 2009 policy is deemed not to be in force by faculty, per the Sense of Senate resolution, this leaves the faculty without an I.P. policy. A possible solution would be to fall back on the AAUP's intellectual property policy guidance, acknowledging such through a Senate resolution (see: <https://www.aaup.org/report/statement-intellectual-property>).

The Committee discussed the pros and cons of piecemeal vs. holistic approaches to the resolution of faculty I.P. rights and protections. In a piecemeal approach, individual rights and protections that should be recognized (e.g., extraordinary support, licensing, written agreements) would be addressed through focused resolutions. In a holistic approach, all issues would be addressed collectively in a single resolution. No firm decision was reached; the Committee continues to feel it is best to confer with the President before proceeding in a particular direction.

The Committee agreed to prepare a list of issues to be reviewed with the President on October 12 and to summarize the history of I.P. policy decisions and discussions where appropriate.

2) Setting priorities for the year

The Committee returned to setting priorities for the year and reviewed the status of old and new business. The following topics continue to be high priority:

- Evaluation of teaching evaluation instrument and data for 2015/16 (as requested by Senate).
- Development of lab evaluation instrument with CNRS
- Centralized administration of teaching evaluations
- I.P. policy
- Classroom and class scheduling processes and issues
- Revision to Faculty Service Award requirements
- Resolution on faculty presence on campus

University Resources and Planning Committee:

Submitted by Mark Rizzardi and Alex Enyedi, URPC Co-Chairs

The University Resources and Planning Committee (URPC) met on Friday, September 30. Primary discussion concerned implementation of the following charge from the President to the

URPC: *“Asking all divisions to develop a budget scenario and describe the impact of a 5% increase in the budget and a 5% decrease in 2017-18, as a tool for understanding strategic priorities and planning.”* (Please also see the President’s 9/28/2016 letter to the campus community: <http://www2.humboldt.edu/pmc/portal/strategic-priorities-and-hsu%E2%80%99s-budget>) A subgroup of the URPC is continuing to draft a process that will be collaboratively used by the divisions when building and presenting their $\pm 5\%$ budget decisions.

The URPC agreed increase its meeting frequency from every third week to every other week. In its next meeting, on October 14, the URPC will focus on another charge from the President which is defining the university’s strategic assets.

ICC Consent Calendar for 10/4/16 Senate

15-106

NAS 366: Tribal Water Rights - COURSE CHANGE FORM

Change this course from a 3-unit course to a 4-unit course. The program has concluded that students need more class time to fully discuss the course material (and, that in this way, this course is similar to their other law courses which are 4 units). Course assignments are consistent with the amount of work expected for a 4-unit course. Because this course is an elective, changing the number of units for the course will not change the total units for the degree.

15-220

MUS 407P Percussion Ensemble COURSE CHANGE FORM

Percussion ensemble is presently worth 1 SCU and 1.3 WTUs of C10; however, while the student participation (due to differing group and instrument practice during the allotted time) is commensurate with 1 SCU, the professor spends a lot more time due to prep and the fact that the professor stays for and interacts with all groupings. As a result, the addition of a C-78 designation, as per the MOU, does not add any SCUs but does result in an addition of 1.3 units of WTUs, bringing the total to 2.6, which is more in line with the professor's workload.

15-221

407C Calypso Band COURSE CHANGE FORM

Calypso Band is presently worth 1 SCU and 1.3 WTUs of C10; however, while the student participation (due to differing group and instrument practice during the allotted time) is commensurate with 1 SCU, the professor spends a lot more time due to prep and the fact that the professor stays for and interacts with all groupings. As a result, the addition of a C-78 designation, as per the MOU, does not add any SCUs but does result in an addition of 1.3 units of WTUs, bringing the total to 2.6, which is more in line with the professor's workload.

15-222

MUS 107P Percussion Ensemble COURSE CHANGE FORM

Percussion Ensemble is presently worth 1 SCU and 1.3 WTUs of C10. This course number is used for both World Percussion and Contemporary Percussion Ensemble. In Contemporary Percussion Ensemble, while the student participation (due to differing group and instrument practice during the allotted time) is commensurate with 1 SCU, the professor spends a lot more time due to prep and the fact that the professor stays for and interacts with all groupings. As a result, the addition of a C-78 designation, as per the MOU, does not add any SCUs but does result in an addition of 1.3 units of WTUs, bringing the total to 2.6, which is more in line with the professor's workload. This MOU would only apply to Contemporary Percussion Ensemble and NOT to World Percussion Ensemble. As a result of this change, World Percussion Ensemble is receiving its own designation (15-237)

15-223

MUS 107C Calypso Band COURSE CHANGE FORM

Calypso Band is presently worth 1 SCU and 1.3 WTUs of C10; however, while the student participation (due to differing group and instrument practice during the allotted time) is commensurate with 1 SCU, the professor spends a lot more time due to prep and the fact that the professor stays for and interacts with all groupings. As a result, the addition of a C-78 designation, as per the MOU, does not add any SCUs but does result in an addition of 1.3 units of WTUs, bringing the total to 2.6, which is more in line with the professor's workload.

15-237

MUS 107Q World Percussion Ensemble NEW COURSE PROPOSAL

Because Percussion Ensemble (MUS 107P) used to be used as a topics course varying between Percussion Ensemble and World Percussion Ensemble and because the workload of Percussion Ensemble necessitated additional WTUs for the professor (see 15-223) but the extra WTUs were not needed when World Percussion Ensemble was taught, the department is separating the two courses and giving them their own designations. This course would be a c-10, 1 unit course (with 1.3 WTUs for the professor) which fulfills LDGE area C. One section will be taught every semester. The course requires no additional resources.

15-238

MUS 407Q World Percussion Ensemble NEW COURSE PROPOSAL

Because Percussion Ensemble (MUS 407P) used to be used as a topics course varying between Percussion Ensemble and World Percussion Ensemble and because the workload of Percussion Ensemble necessitated additional WTUs for the professor (see 15-220) but the extra WTUs were not needed when World Percussion Ensemble was taught, the department is separating the two courses and giving them their own designations. This course would be a c-10, 1 unit course (with 1.3 WTUs for the professor). One section will be taught every semester. The course requires no additional resources.

15-258

Music Minor PROGRAM CHANGE

Add MUS 323: Jazz Pedagogy (15-262) to the list of electives for the Music Minor. This course was created for the Music Education Concentration and it seems likely that minors could benefit from it as well.

15-259

Music Education PROGRAM CHANGE

Replace MUS 318: Jazz Improvisation (2 units) with MUS 323: Jazz Pedagogy. The course is designed to meet the needs of students who said

they did not feel adequately prepared to teach jazz ensembles. There is no change in overall unit requirements.

15-260

Music Studies Concentration PROGRAM CHANGE

Add MUS 323: Jazz Pedagogy (15-262) to the list of electives for the Music Studies Concentration. While the course was created for the Music Education Concentration, students in this concentration would also benefit from it.

15-261

Music Performance Concentration PROGRAM CHANGE

Add MUS 323: Jazz Pedagogy (15-262) to the list of electives for the Instrumental and Guitar Emphases in the Performance Concentration. While the course was created for the Music Education Concentration, students in this concentration would also benefit from it.

15-262

MUS 323 Jazz Pedagogy NEW COURSE PROPOSAL

This is a 1 unit c-2, 1 unit C-10 (2 units total) course with a pre-req of MUS 214. Course description reads: "Major principles and concepts involving the teaching of jazz in K-12 classrooms. Emphasis placed on both theory and practice. Music education majors develop skills and strategies for instruction of both instrumental and choral jazz groups." The course is designed to address complaints by graduates who say they do not feel prepared to teach jazz. The Music Department already possesses all needed supplies and personnel for the course.

15-309

ART 491A TA - Studio. COURSE CHANGE PROPOSAL

Update C classification as per CAHSS dean and Academic Programs recommendation to more accurately reflect mode of instruction. Changing from S99, 3 units to C-78, 3 units as recommended.

15-310

ART 491B TA - Art History. COURSE CHANGE PROPOSAL

Update C classification as per CAHSS dean and Academic Programs recommendation to more accurately reflect mode of instruction. Changing from C-7, 3 units to C-78, 3 units as recommended.

15-311

ART 491C TA - Art Education. COURSE CHANGE PROPOSAL

Update C classification as per CAHSS dean and Academic Programs recommendation to more accurately reflect mode of instruction. Changing from S99, 3 units to C-78, 3 units as recommended.

16-002

EMP 360: Introduction to natural resource Planning methods. COURSE CHANGE FORM

Change name to Introduction to Environmental Planning Methods, and change some of the language to better reflect the course SLO's.

16-003

ESM 440L: Managing Recreation visitors field trip. COURSE CHANGE FORM
Title change (replacing "field trip" to "Lab") to reflect existing course content.

16-004

EMP 460: Environmental Planning for Public Lands. COURSE CHANGE FORM
Title change to Planning for Public Lands and Rural Communities and associated language change in the course description. No change in syllabus.

16-008

ENGL 105 Introduction to Literature COURSE CHANGE FORM
Change in Title to "Literature, Media, and Culture" and change the course description to match the evolution of the course content.

HUMBOLDT STATE UNIVERSITY
University Senate

Sense of the Senate
Resolution on Intellectual Property

04-16/17-EX – October 4, 2016

WHEREAS: In May of 2016, the University Senate passed the Resolution on University Intellectual Property Policy (24-15/16-FAC), which was intended to replace the P09-03: University Intellectual Property Policy, approved by the Academic Senate in April 2009; and

WHEREAS: President Rossbacher did not approve 24-15/16-FAC – noting that she had been directed by the Chancellor’s Office that “all campuses have been asked to refrain from revising or enacting new policies regarding intellectual property while a system-wide policy on this topic is developed. The system-wide policy has been drafted and is undergoing the standard review process.” (13 September 2016 memo addressed to Chair Alderson and Provost Enyedi); and

WHEREAS: The University Senate subsequently passed Sense of the Senate Resolution 02-16/17-Abell/Thobaben, Resolution Demanding President Rossbacher Approve the University Senate Recommended Intellectual Property Policy for HSU; and

WHEREAS: Much subsequent activity has occurred in an effort to resolve HSU’s IP issue, including: the Senate Executive Committee’s charge to Faculty Affairs to determine a way to move forward on campus, with plans for President Rossbacher to attend the committee’s October 12th meeting to discuss; conversation at the September ASCSU meeting, including the forwarding of HSU’s 2009 and proposed 2016 policies to directly to the Chancellor, via HSU’s ASCSU representatives Mary Ann Creadon and Erick Eschker; and conversation via the CSU Senate Chair’s listserv regarding IP conditions on campuses across the system, with the issue to be discussed and a likely resolution brought forward from the body at the group’s October 20th meeting in Long Beach; be it

RESOLVED: That the University Senate of Humboldt State University strongly supports the resolution of this issue as quickly as possible, thereby protecting Intellectual Property rights on campus; and be it further

RESOLVED: That the University Senate will hold accountable administrators at both the local and system-wide level for the resolution of this issue in an effort to protect these rights.

RATIONALE: The protection of Intellectual Property rights is of central concern to the HSU community. As per both the 2009 and proposed 2016 Intellectual Property Policies, such protections support academic freedom, as well as our desire for equity and fair play, mutual trust and goodwill on campus. Confusion around the current state of IP is unsustainable. We must resolve concerns around this issue immediately.

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This agreement is between Instructure, Inc., a Delaware corporation (**Instructure**), and the entity or individual agreeing to these terms (**Customer**). It is effective as of the date of the last signature.

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- c). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Content (defined below), and User activity in its account in the Service, (ii) must keep its passwords secure and confidential, and notify Instructure promptly of any known unauthorized access, and (iii) may use the Service only in accordance with applicable law.
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 - i. sell, resell, rent or lease the Service or API (defined above);
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 - iii. use the Service to harm or impersonate any person, or for any commercial purpose;
 - iv. interfere with or disrupt the integrity or performance of the Service; or
 - v. attempt to gain unauthorized access to the Service or their related systems or networks.
- e). **Disclosure of User Information.** Instructure may access, preserve, and disclose User's registration and any other information if required to do so by law or based on Instructure's good faith belief that such access preservation or disclosure is necessary to: (i) enforce this agreement; (ii) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (iii) respond to customer service inquiries; or (iv) protect the rights, property, or personal safety of Instructure, other users or the public.
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(2) PAYMENT TERMS.

Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use and other similar taxes. All orders are non-cancelable and the fees are non-refundable (except as expressly provided below).

(3) WARRANTY/SERVICE LEVEL AGREEMENT AND REMEDY.

- a). **Compliance with Laws.** Each party represents and warrants to the other party that it will comply with all applicable provisions of the Family Educational Rights and Privacy Act, as amended (FERPA), and other laws with respect to its activities under this agreement. Instructure will implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure the Customer Confidential Information (defined below) and data. Instructure agrees: to not use or disclose education records created or received from, by, or on behalf of Customer or its students for any purpose other than the purpose than providing the Services to students, except that Instructure may create, use, and disclose de-identified and aggregated data based upon education records; and to not use or disclose such education records except as permitted by this agreement, as required by law, or as authorized by Customer in writing.
- b). **Service Availability Warranty.** Instructure warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum availability in a trailing 365-day period as provided below (excluding scheduled outages, force majeure, and outages that result from any Customer or User technology issue), (ii) the functionality or features of the Service may change but will not materially decrease during a paid term, and (iii) that Support may change but will not materially degrade during any paid term.

Annual Availability Warranty: 99.9% availability percentage

- If Customer has been using the Service for less than 365 days, the preceding 365 days will be used but any days prior to Customer's use of the Service will be deemed to have had 100% availability.
- Any unavailability occurring prior to a successful credit claim cannot be used for any future claims.

A Customer is eligible for a service credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a service credit claim. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. This service credit is calculated by taking the number of hours that the Service was unavailable below the warranty, and multiplying it by 3% of 1/12 the annual subscription fee. Customer's exclusive remedy and Instructure's sole obligation for breach of the warranty in b(i) will be for Instructure to provide a credit as provided above; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.

- c). **Third Party Links/Service Disclaimer.** The Service may contain links to third party web sites (including without limitation, links provided by instructors) or access third-party services (including without limitation, turnitin.com and Google docs). Such sites and services are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.
- d). **Warranty Disclaimer.** INSTRUMENT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE MAY BE INTERRUPTED OR CONTAIN AN ERROR. WHILE INSTRUMENT TAKES REASONABLE MEASURES TO SECURE THE SERVICE, INSTRUMENT DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED.

(4) MUTUAL CONFIDENTIALITY.

- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information).
- b). **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

(5) PROPRIETARY RIGHTS.

- a). **Reservation of Rights by Instructure.** The software, workflow processes, user interface, designs, know-how, API information, third party technology and other technologies provided by Instructure as part of the Service are the proprietary property of Instructure and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Instructure. Instructure reserves all rights unless expressly granted in this agreement.
- b). **Customer Restrictions.** Customer *may not*:
 - i. reverse engineer the Service or the API;
 - ii. remove or modify any proprietary marking or restrictive legends in the Service; or
 - iii. access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
- c). **Feedback.** Instructure may contact each User (no more than once each year) for the *sole purpose* of seeking aggregate anonymous feedback regarding performance of the Service and suggestions for improvements. Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to all feedback and suggestions regarding the Service.

(6) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- a). **EXCLUSION OF CERTAIN DAMAGES.** INSTRUMENT IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE).
- b). **LIMITATION OF LIABILITY.** EXCEPT FOR INSTRUMENT'S INDEMNITY OBLIGATIONS, INSTRUMENT'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

(7) TERM, TERMINATION, AND SUSPENSION OF SERVICE.

- a). **Term.** This agreement continues for the duration specified on the order (**Term**).
- b). **Mutual Termination for Material Breach.** If either party is in material breach of this agreement (including without limitation non-payment of any amounts owed Instructure), the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- c). **Return or Destroy Upon Termination.** Upon termination or expiration of this agreement for any reason, Customer must pay Instructure all amounts owed, and destroy or return all property of Instructure. Customer will confirm this destruction or return requirement in writing upon request of Instructure.
- d). **Suspension of Service and Removal of Customer Content for Violations of Law or Policy.** Instructure may immediately suspend the Service and remove applicable Customer Content if it in good faith believes that, as part of using the Service, Customer may have violated a law or a restriction in this agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

(8) GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of Utah, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for Salt Lake County, UT. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

(9) INDEMNITY.

- a). **By Instructure for Infringement.** If a third-party claims that the Service (other than related to any Customer Content) infringes that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer:
 - i. promptly notifies Instructure in writing of the claim; and
 - ii. allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement.

If such a claim is made, Instructure could continue to enable Customer to use the Service or to modify it. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. This indemnity does not apply to the extent of any technology not provided by Instructure, if the Service is used other than in accordance with this agreement, or with third party technology it is not designed to operate with.

- b). **By Customer.** If a third-party claims against Instructure that any part of the Customer Content infringes or violates a patent, copyright or other right, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure:
 - i. promptly notifies Customer in writing of the claim; and
 - ii. allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

(10) MISCELLANEOUS OTHER TERMS.

- a). **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- b). **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.
- c). **Publicity.** Customer agrees to act as a reference account that will, upon Instructure's reasonable request, provide Service-related comments to the press, potential investors, and current or prospective customers and participate in Service-related case studies. Customer agrees to issue joint press releases with Instructure regarding the Service, *as approved by Instructure*. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies.
- d). **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- e). **Independent Contractors.** The parties are independent contractors with respect to each other.
- f). **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
- g). **No Additional Terms.** Instructure rejects additional or conflicting terms of any Customer form-purchasing document.
- h). **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- i). **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
- j). **Notices.** For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account.
- k). **CISG.** The Convention on Contracts for the International Sale of Goods does not apply.
- l). **Force Majeure.** Neither party is liable for force majeure events.

Humboldt University

Carlos Diaz
Signature

Carlos Diaz
Name

BUYER II
Title

5/23/14
Date

1 HARDST ST ARCATA CA
Address

Instructure, Inc.

Matthew Seabrook
Signature

Matthew Seabrook
Name

Sr. BI Analyst
Title

5/23/14
Date

6330 South 3000 East, Suite 700
Salt Lake City, UT 84121

HUMBOLDT STATE UNIVERSITY
University Senate

Sense of the Senate
Resolution on Intellectual Property

04-16/17-EX – October 4, 2016

WHEREAS: In May of 2016, the University Senate passed the Resolution on University Intellectual Property Policy (24-15/16-FAC), which was intended to replace the P09-03: University Intellectual Property Policy, approved by the Academic Senate in April 2009; and

WHEREAS: President Rossbacher did not approve 24-15/16-FAC – noting that she had been directed by the Chancellor’s Office that “all campuses have been asked to refrain from revising or enacting new policies regarding intellectual property while a system-wide policy on this topic is developed. The system-wide policy has been drafted and is undergoing the standard review process.” (13 September 2016 memo addressed to Chair Alderson and Provost Enyedi); and

WHEREAS: The University Senate subsequently passed Sense of the Senate Resolution 02-16/17-Abell/Thobaben, Resolution Demanding President Rossbacher Approve the University Senate Recommended Intellectual Property Policy for HSU; and

WHEREAS: Much subsequent activity has occurred in an effort to resolve HSU’s IP issue, including: the Senate Executive Committee’s charge to Faculty Affairs to determine a way to move forward on campus, with plans for President Rossbacher to attend the committee’s October 12th meeting to discuss; conversation at the September ASCSU meeting, including the forwarding of HSU’s 2009 and proposed 2016 policies to directly to the Chancellor, via HSU’s ASCSU representatives Mary Ann Creadon and Erick Eschker; and conversation via the CSU Senate Chair’s listserv regarding IP conditions on campuses across the system, with the issue to be discussed and a likely resolution brought forward from the body at the group’s October 20th meeting in Long Beach; be it

RESOLVED: That the University Senate of Humboldt State University strongly supports the resolution of this issue as quickly as possible, thereby protecting Intellectual Property rights on campus; and be it further

RESOLVED: That the University Senate will hold accountable administrators at both the local and system-wide level for the resolution of this issue in an effort to protect these rights.

RATIONALE: The protection of Intellectual Property rights is of central concern to the HSU community. As per both the 2009 and proposed 2016 Intellectual Property Policies, such protections support academic freedom, as well as our desire for equity and fair play, mutual trust and goodwill on campus. Confusion around the current state of IP is unsustainable. We must resolve concerns around this issue immediately.

HUMBOLDT STATE UNIVERSITY
University Senate

Resolution to Amend the Bylaws of the University Senate to Specify Quorum Requirements for Standing Committees

01 - 16/17- CBC – Oct 4, 2016 – Second Reading

RESOLVED: That the University Senate of Humboldt State University approves the attached amendments to the *Bylaws of the University Senate* to be implemented at the start of the Spring 2017 semester; and be it further

RESOLVED: That standing committee chairs record their committee meeting attendance during the current semester and report to the Senate at the end of the semester whether they would have missed quorum under these new quorum requirements

Proposed Revision

10.74 Meetings shall be called by the chair, who shall preside over the meeting. Should the chair fail or decline to call meetings with sufficient frequency to accomplish committee objectives, two members may call a meeting, provided that all members, including the chair, are given sufficient notice. ~~A majority of the members shall constitute a quorum of a committee.~~

- i. Unless otherwise specified, a quorum shall be a majority of committee members with at least one representative from the faculty and at least one representative from either staff or students. Vacancies shall not be counted when determining a majority for quorum.
- ii. One representative from either staff or students will not be necessary for quorum for the Faculty Affairs Committee or for any committee where all the staff and student positions are vacant.
- iii. Any committee member may appoint another committee member as proxy. Ex-officio committee members may appoint a designee instead of another committee member. A committee member may hold only one proxy at each meeting. Proxies will be counted toward quorum and as representative of their specific electorate.

RATIONALE: *Currently committee quorum requires a majority of the total membership. When vacancies exist for some standing committees, the number of filled seats is the same as or just one more than the number required for quorum. Hence some committees are in jeopardy of not making quorum if one or two members are absent. This resolution proposes two clarifications that will make it more likely for committees to make quorum: 1) it excludes vacancies from the quorum calculation; and 2) it allow proxies to count toward quorum. The resolution also "qualifies" quorum so that at least one faculty member and one member from either staff or students must be present or represented by proxy at each meeting. This acknowledges the spirit of shared governance by requiring at least two-thirds of our electorates to be at the table when deliberating committee matters. However, if the staff and*

student positions are vacant, this requirement should not prohibit the committee from reaching quorum. Since the Faculty Affairs Committee deals specifically with faculty interests they are exempt from this quorum "qualification".

With the appointment of Chris Hopper as the Interim Dean of CPS, a vacancy was left on the UFPC. Professor Mary Bockover responded to a call for nominations to fill the vacant position for the 16/17 Academic Year. As per section 4.72 of the General Faculty Constitution, the General Faculty Executive Committee is making a recommendation to appointment Mary to fill the vacant position for this AY.

Please see the statement that Mary provided below as well as a snip-clip of the language in the constitution which addresses vacancies.

Faculty Senators will be voting on the recommendation during the Senate meeting on October 4, 2016.

Please contact General Faculty President, Julie Alderson, if you have any questions or concerns.

My prior service on the UFPC allowed me to more fully appreciate that what makes HSU such a great institution is the extraordinary quality of our teachers. I have been at HSU since 1989 and have also served on the Senate, the Personnel Committee for CAHSS, and the Faculty Affairs Committee. If re-elected, I look forward to continuing to serve on the UFPC. Thank you for your support.

Mary I. Bockover
Department of Philosophy

4.7 Vacancies

4.71 The position of an elected officer or representative of the General Faculty (as defined in 3.2 of the General Faculty Constitution) shall become vacant when he or she (a) resigns from the position, (b) fails to meet the eligibility requirements for membership in the General Faculty; or (c) goes on leave, for more than one semester.

4.72 The Secretary/Treasurer of the General Faculty shall report circumstances constituting a vacancy as defined in 4.61 to the University Senate Appointments and Elections Committee, which shall certify the existence of a vacancy. The General Faculty Executive committee shall recommend appointments to serve until the next regular election. The President of the General Faculty/Chair of the Senate shall convene a meeting of the Faculty Senators (Faculty Session) to confirm by vote the recommended appointments. Any portion of the term remaining at the time of the next general election shall be filled by vote during that election as prescribed in 8.0.