



CHICAGO STATE
UNIVERSITY

ACADEMIC AFFAIRS
POLICIES*

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I. **Copyrights***

(1) General. Copyright is a form of protection provided by the laws of the United States (title 17, U. S. Code) to the authors of “original works of authorship,” including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Section 106 of the 1976 Copyright Act generally gives the owner of copyright the exclusive right to do and to authorize others to do the following:

- To reproduce the work in copies or phono records;
- To prepare derivative works based upon the work;
- To distribute copies or phono records of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- To perform the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works;
- To display the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work; and
- In the case of sound recordings, to perform the work publicly by means of a digital audio transmission.

In addition, certain authors of works of visual art have the rights of attribution and integrity as described in section 106A of the 1976 Copyright Act.

(2) CSU recognizes that the creation of scholarly materials can be of benefit to the author and the University and thus is to be encouraged. Therefore, the University’s copyright policy is intended to foster the traditional freedoms of faculty, staff, and students with regard to the creation and publication of copyrightable works. At the same time, this policy is intended to provide a fair and reasonable balance of the interests in such works among authors, sponsors, and the Board and the University.

(3) Works subject to copyright may include any written, printed, recorded, or created work subject to copyright under applicable federal law.

(4) Under copyright law the right to copyright any material, or to assign this right to a

publisher or producer, normally belongs to the author of the work. In the case of works made for hire, the employer and not the employee is considered to be the author. Section 101 of the copyright law defines a “work made for hire” as:

(a) a work prepared by an employee within the scope of his or her employment;

or

(b) a work specially ordered or commissioned for use as:

- a contribution to a collective work
- a part of a motion picture or other audiovisual work
- a translation a supplementary work
- a compilation an instructional text
- a test answer material for a test
- an atlas

If the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

To establish guidelines for determining whether or not a “work for hire” relationship exists and to balance the equitable interests involved, the following principles will be followed:

Ownership in copyrightable works produced by authors who are faculty, staff, or students at the University shall remain with the faculty, staff, or student authors except in the following situations, in which ownership of all rights in copyrightable works produced shall belong to the University.

(c) works prepared under an agreement with an external party (e.g., a grant or contract) where the terms of the agreement require the University to hold or transfer ownership in the copyrightable work,

(d) works expressly commissioned in writing by the Board of Trustees or the University, or

(e) works created as part of the employee’s assigned duties and activities, excluding (i) works created as part of sabbaticals or employee-initiated research release time or (ii) works submitted to journals for publication. (However, works

created as part of an employee's unassigned duties and activities are not considered to be "works for hire," and ownership of copyrights for these works shall remain with the author.) If an author is uncertain about the ownership of a work arising out of a particular assignment, before undertaking the assignment the author shall be entitled to request in writing and to receive a clarifying written statement from the President of the university.

(5) If more than half the cost of production of a copyrightable work not considered a "work for hire" hereunder was provided through University resources, the faculty, staff, or student author shall grant the University an irrevocable, nonexclusive, royalty-free license to use, copy, and sell such work in connection with its teaching, research, and public service programs.

(6) With respect to copyrightable works owned or used by the University pursuant to paragraph (4) or (5) above, the author may be required to execute such documents as are necessary to vest ownership or a royalty-free license to copy, use, and sell such works in the Board or its designee and to warrant that such works do not infringe any pre-existing copyright.

(7) When the Board or the University commissions the preparation of a copyrightable work by an author who is not a Board or University faculty or staff member or student, the contract with such author shall specify that the work shall be considered a "work for hire."

(8) Works owned by the author may be copyrighted, published, and distributed by the author, or by others to whom the author has assigned such rights, subject only to any license referred to in paragraph (5) above. Authors may request that the work be produced through the University; and, if the request is granted, an agreement will be drawn up specifying the duties of the author and the University, the distribution of any income received between the author and the University (for the benefit of the University), and other mutually agreed upon terms. The agreement shall be approved by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.

(9) To avoid the appearance of impropriety, faculty-authors who require their students to purchase their works should:

(a) Donate the equivalent amount of any royalties received from such purchases to the University for use in an appropriate fund (e.g., department or college scholarship), or

(b) Consider other appropriate methods of divesting themselves of the equivalent amount of any such royalties.

(10) In the event that income is received by the University from any copyrightable works belonging to the University, an appropriate share shall be paid to the author. Unless otherwise stated in a written agreement between the author and the University, the distribution of Net royalty income for copyrightable works belonging to the University shall be distributed on an annual basis as follows: 40% to the author; 40% to the University; 20% to the author's department or school. Net income shall mean the gross royalties in the form of case or cash proceeds whether from the sale of equity or obtained in licensing transactions less commercialization costs, including but not limited to costs incurred for protection of intellectual property, marketing, legal fees and other licensing costs. Notwithstanding the foregoing, the President, after considering the recommendations of the Provost and the appropriate research administrator or committee is authorized to enter a written agreement modifying the distribution for copyrightable works owned by the University. The University may postpone the distribution of Net royalty income if a claim, suit, or demand is reasonably anticipated.

(11) The University's share of copyright income shall be used and controlled in ways to produce the greatest benefit to the University and to the public in a manner to be determined by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.

(12) All licenses and rights granted to the University will survive any termination of employment or end of enrollment by a student as applicable.

II. Patents*

- (1) The principle is recognized that discoveries, inventions, and patents which are the result of research carried on by, or under the direction of, faculty, staff, or students on university time, with their facilities, or from funds under their control belong to the University and shall be used and controlled in ways to produce the greatest benefit to the University and to the public.
- (2) Patentable inventions or discoveries covered by paragraph (1) above shall be submitted to the appropriate research administrator or committee to be considered for submission to a research corporation which may patent and commercialize the invention or discovery without expense to the inventor or discoverer or to the University. If an invention is not submitted to or accepted by such research corporation, its disposition will be determined by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.
- (3) In the event that income is received by the University from any patent, an appropriate share shall be paid to the inventor or discoverer. This share is to be determined by the President after considering the recommendations of the Provost and the appropriate research administrator or committee.
- (4) Agreements with sponsors, which provide that the sponsor may determine disposition of patentable inventions or discoveries, may be accepted when required by applicable state or federal statutes or when the action of the University in waiving its rights to such inventions or discoveries is determined to be in the public interest. Any such waiver requires the approval of the President.
- (5) The share of any income to the University resulting from the commercial development of inventions or discoveries shall be used primarily for support of further research. Unless otherwise stated in a written agreement between the inventor and the University, the distribution of Net royalty income for patented inventions or discoveries belonging to the University shall be distributed on an annual basis as follows: 40% to the inventor; 40% to the University; 20% to the inventor's department of school. Net income shall mean the gross royalties in the form of case or cash proceeds whether from

the sale of equity or obtained in licensing transactions less commercialization costs, including but not limited to costs incurred for protection of intellectual property, marketing, legal fees and other licensing costs. Notwithstanding the foregoing, the President, after considering the recommendations of the Provost and the appropriate research administrator or committee is authorized to enter a written agreement modifying the distribution for patented inventions or discoveries owned by the University. The University may postpone the distribution of Net royalty income if a claim, suit, or demand is reasonably anticipated.

(6) Approval by the Board of Trustees shall be required for use of the name of the Board of Trustees of Chicago State University, in advertising or promoting commercial development resulting from research, and approval by the President shall be required for use of the name of the University for such purposes.

(7) All licenses and rights granted to the University in patented inventions and discoveries will survive any termination of employment or end of enrollment by a student as applicable.

III. Academic Staff and Administrative Staff with Academic Rank*

4. Coverage. This Section applies to all academic staff and administrative staff with academic rank of the University, unless otherwise provided by CSU policy, by law, or by the terms of a collective bargaining agreement.

2. Ranks of Academic Staff.

4. The following ranks, and only these ranks of the academic staff are subject to this Section: professor, associate professor, assistant professor and instructor.

b. Administrative Staff with Academic Rank. An administrative employee may retain academic rank in a department (or equivalent academic unit) in which it has previously been granted by the University. Furthermore, an administrative employee may be granted academic rank at the time of appointment or subsequent thereto or may be promoted in academic rank if such employee satisfies the educational requirements specified below and academic rank or promotion is recommended by the appropriate department (or equivalent academic unit), the Dean, and Provost/Vice President and approved by the President.

c. At the time of initial employment by the University, an administrative employee whose preceding employment included academic rank and tenure may be granted tenure if recommended by the department (or equivalent academic unit), the Dean, or the Provost/Vice President to the President and the President recommends tenure and the recommendation is approved by the Board.

d. Except for a Chair, who shall be eligible for tenure as provided in this Section below, an administrative employee with academic rank but without tenure shall not be eligible for tenure during the period that such employee occupies an administrative position.

e. Chairs shall be eligible for consideration for tenure during their term of service as Chair if they hold at least the rank of Assistant Professor. Such employees may be considered for promotion to Associate Professor and tenure in the same year.

f. Special classes of positions. Special classes of positions within the academic staff may be established to meet specialized professional or technical needs as determined by department chairs and authorized by the President.

3. Appointment of Academic Staff.

In determining appointments to, and salaries and promotion to the academic staff, special consideration shall be given to the following:

4. Teaching ability and performance;

b. Research ability and achievement; and

c. Ability and performance in continuing education, public service, committee work, and special assignments designed to promote the quality and effectiveness of academic programs and services.

d. The terms of employment for all members of the academic staff shall be stated explicitly in the contract of employment.

4. Reassignment & Termination. Reassignment and termination of academic staff shall occur in the same manner as prescribed for all other employees as prescribed in this Section, unless otherwise specified by the terms and conditions of a collective bargaining agreement.

IV. Tenure*

a. Coverage. The following provisions apply to administrative employees with academic rank and shall not apply to employees that are covered by a collective bargaining agreement.

b. Educational Requirements. An administrator shall be eligible for consideration for tenure if he/she meets the educational requirements and years of service established by the University for tenure for academic staff covered by a collective bargaining agreement.

c. Years of Service

(1) Except as provided in this Section below, a Chair may not apply for tenure before his/her sixth probationary year of employment at the University.

(2) A Chair who has no previous full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year one at the time of initial appointment.

(3) A Chair who has one year of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year two at the time of initial appointment.

(4) A Chair who has two years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year three at the time of initial appointment.

(5) A Chair who has three or more years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year four at the time of initial appointment.

(6) A Chair may elect to be placed in a lower-numbered probationary year by written notification to the appropriate Provost and/or Vice Board Approval President by the close of the second academic term following his/her initial appointment.

(7) A tenure appointment as professor or associate professor shall be for an indefinite term except that first appointments or temporary appointments may be made for shorter periods. An appointment at either of these ranks for fifty percent (50%) or less of full-time service shall be for an indefinite term at the specified

percentage except that such first appointments or temporary appointments may be for definite terms.

d. Consideration for Tenure on the Basis of Exception

(1) An administrator who does not satisfy the educational requirements for tenure established pursuant to paragraph (1) above or the years of service requirement specified in paragraph

(2) above may apply for consideration for tenure in his/her fourth, fifth, or sixth year of full-time service at the University on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.

(3) An administrator who applies for consideration for tenure as an exception to the educational requirements or years of service requirements shall present evidence in support of his/her claim for an exception in the area of his/her performance.

e. Tenure for administrators shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation of the President. Tenure shall be in an academic discipline or equivalent unit.

f. The performance of an administrator during the entire term of employment shall be considered by the Board in determining whether to grant tenure.

g. An eligible administrator must apply to the Dean of his/her college (or equivalent unit) prior to the commencement of the tenure process in order to be considered for tenure. In the event that an eligible Chair does not submit his/her application for tenure in the sixth probationary year, such employee shall receive a terminal contract for the next subsequent academic year.

h. Removal from Office. In appropriate circumstances, removal of a Chairperson from office during the term of a Chair's appointment may be initiated by vote of a 2/3 majority of all probationary and tenured academic staff of the department/division, or by the Dean of the College after consultation with members of the department/division and the Provost/Academic Vice President.

i. The final decision with respect to removal of a Chairperson shall be made by the President. In the event of removal from office, a Chairperson shall be entitled to assume responsibilities at his/her then current academic rank. The President shall establish guidelines concerning the removal of a Chairperson from office during the term of a Chair's appointment. The guidelines shall ensure that the incumbent has a brief statement from the academic staff of the department, or the Dean or the Provost, of the College outlining the reason(s) for said action, a short summary of the

evidence supporting the academic staff's action, and an opportunity to explain the Chair's side of the matter before the President's final decision.

*Adapted/relocated from the Board of Trustees Regulations subsequent to Board Action of December 2023.