

**MINNESOTA STATE COLLEGES AND UNIVERSITIES  
BOARD OF TRUSTEES**

**Agenda Item Summary Sheet**

**Committee:** Academic and Student Affairs

**Date of Meeting:** April 20, 2010

**Agenda Item:** Proposed amendment to Board Policy 3.26 Intellectual Property (First Reading)

Proposed Policy Change       Approvals Required by Policy       Other Approvals       Monitoring

Information

**Cite policy requirement, or explain why item is on the Board agenda:**

Amendments to Board Policy require approval of the Board.

**Scheduled Presenter(s):**

Linda L. Baer, Senior Vice Chancellor for Academic and Student Affairs  
Gary Hunter, System Director for Intellectual Property

**Outline of Key Points/Policy Issues:**

Board Policy 3.26 Intellectual Property addresses the ownership of intellectual property within the System and the current amendment seeks to clarify the policy.

1. Adding the definition of "Faculty" in order to identify the employees who are entitled to own their scholarly works.
2. Deleting the term "Professional Staff" throughout the policy to reflect the "work made for hire" language in federal copyright law.

**Background Information:**

The review of Board Policy 3.26 Intellectual Property was undertaken as part of the normal policy review process. The proposed amendment was developed from input by a policy review committee comprised of representatives from technical and community colleges, universities, labor unions, and the Office of the Chancellor along with input from other constituents within the System.

*First Reading*

**BOARD OF TRUSTEES  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**BOARD ACTION**

**Proposed Amendment to Board Policy 3.26 Intellectual Property**

The Office of the Chancellor is submitting a proposed amendment to Policy 3.26 Intellectual Property.

**BACKGROUND**

A policy review committee was convened in September and met in October, November and December of 2009. A fourth meeting was added in January of 2010 to allow further opportunity for constituent groups to provide input on the proposed amendment. Various stakeholders throughout the System have been consulted with during the past six months.

**CONSULTATION**

Consultation has occurred as follows:

- Reviewed by the Academic and Student Affairs Policy Council- 1/21/2010 and 3/19/2010.
- Reviewed at Minnesota State College Faculty (MSCF) meet and confer- 2/25/2010.
- Mailed out for review and comment – 3/25/2010.
- Review and comment at Inter Faculty Organization (IFO) meet and confer – 3/26/2010.
- Reviewed at Leadership Council- 4/6/2010.
- Reviewed and comment at Minnesota State University Association of Administrative and Service Faculty (MSUAASF) meet and confer- 4/9/2010.
- Planned for review and comment at IFO meet and confer- 4/26/2010.
- Planned for review and comment at MSCF meet and confer- 5/6/2010.

**RECOMMENDED COMMITTEE ACTION**

The Academic and Student Affairs Policy Committee recommends that the Board of Trustees adopt the following motion:

**RECOMMENDED MOTION**

The Board of Trustees approves the proposed amendment to Policy 3.26 Intellectual Property.

**BOARD OF TRUSTEES  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

*First Reading*

<b>BOARD POLICY</b>		<b>3.26</b>
Chapter	3.	Educational Policies
Section	26.	Intellectual Property

1    **3.26 Intellectual Property**

2    **Part 1. Policy Statement.** ~~The Minnesota State Colleges and Universities~~ Board of Trustees  
3    endeavors to develop and maintain a post-secondary educational system marked by academic  
4    excellence. Research and development of original works and inventions that require intellectual  
5    property protection are a vital part of the academic community. ~~The Board of Trustees~~  
6    recognizes and acknowledges that system colleges and universities ~~MnSCU institutions~~ may  
7    create or commission the creation of such works on its behalf and ~~incorporates in~~ adopts as  
8    ~~Board's~~ policy the traditional commitment to faculty and student ownership in scholarly work.

9    **Part 2. Applicability.** This policy applies to ~~agreements between~~ colleges, universities, the  
10   Office of the Chancellor and their respective employees, student employees and students.

11   **Part 3. Definitions.** For the purposes of this policy, the following words and terms shall have the  
12   meanings given them:

13        **Subpart A. Agreement.** Agreement when used in this policy means a signed written  
14        contract between or among a corporation, business, an individual(s) or individuals and a  
15        college, ~~or university~~ or the System, but does not mean a sponsorship agreement or a  
16        collective bargaining agreement between the ~~Minnesota State Colleges and Universities~~  
17        Board of ~~Trustees~~ and an exclusive bargaining representative.

18        **Subpart B. Collective ~~B~~ Bargaining Agreement.** A collective bargaining agreement  
19        means a negotiated contract between the ~~Minnesota State Colleges and Universities~~  
20        Board of ~~Trustees~~ and a specific bargaining unit.

21        **Subpart C. College or ~~U~~ niversity.** College or university, except where specifically  
22        defined otherwise, means a ~~MnSCU~~ system college or , university, ~~Office of the~~  
23        Chancellor ~~or system.~~

24        **Subpart D. College, ~~U~~ niversity or Office of the Chancellor ~~R~~ esources.** College,  
25        university or Office of the Chancellor resources means services and all tangible resources  
26        including buildings, equipment, facilities, computers, software, personnel, research  
27        assistance, and funding.

1 **Subpart E. Course Outline.** The course outline is the document approved by the  
2 college or university curriculum committee and shall include the course title, course  
3 description, prerequisites, total credits, lecture/lab breakdown, and student learning  
4 outcomes. (As referenced in Board Policy 3.22 Course Syllabi.)

5 **Subpart F. Course Syllabus.** The course syllabus is a document that contains the  
6 elements of the corresponding course outline, standards for evaluation of student  
7 learning; and additional information ~~which that~~ reflects the creative work of the faculty  
8 member. (As referenced in Board Policy 3.22 Course Syllabi.)

9 **Subpart G. Creator/inventor.** A creator is an individual or group of individuals who  
10 invent, author, discover, or are otherwise responsible for the creation of intellectual  
11 property. An inventor refers to the creator of an invention that may be patentable.

12 **Subpart H. Employee.** An employee is any person employed by the State of Minnesota  
13 as defined by Public Employees Labor Relations Act [PELRA].

14 **Subpart I. Faculty.** The term “Faculty” refers to full-time and part-time employees  
15 performing work in bargaining units 209 and 210 and employees who create works in  
16 their capacity as instructors when teaching courses to students for credits at system  
17 colleges and universities.

18 **Subpart J. Intellectual Property.** Intellectual property is any work of authorship,  
19 invention, discovery, or other original creation that may be protected by copyright,  
20 patent, trademark, or other category of law.

21 **Subpart K. Intellectual Property Rights.** Intellectual Property Rights means all the  
22 protections afforded the owner or owners of an original work under law, including all  
23 rights associated with patent, copyright, and trademark registration.

24 **Subpart L. Jointly Created Work.** A jointly created work is one where two or more  
25 ~~creators authors~~ contribute to the work and intend that it result in a unified, single work.

26 **Subpart M. ~~MnSCU or MnSCU~~ Minnesota State Colleges and Universities System.**  
27 ~~MnSCU System, MnSCU, or System is~~ The public higher education system established  
28 at Minnesota Statutes Chapter 136F. For purposes of this policy, ~~MnSCU~~ The System  
29 includes the Board of Trustees, the Office of the Chancellor, the state colleges and  
30 universities, and any part or combination thereof.

31 **Subpart N. Office of the Chancellor.** Office of the Chancellor means the central  
32 administrative office under the direction and supervision of the chancellor and which is  
33 part of the Minnesota State Colleges and Universities System.

34 **Subpart N. Professional Staff.** ~~Professional staff includes but is not limited to~~  
35 ~~administrative staff (such as deans, directors, and vice presidents) and technical staff,~~  
36 ~~non-faculty researchers, teaching assistants and others not covered by a collective~~  
37 ~~bargaining agreement.~~

1 **Subpart O. Sponsor.** A sponsor is a person, private sector company, organization, or  
2 governmental entity, other than the SystemMnSCU, that provides funding, equipment, or  
3 other support for a college, ~~or~~ university, or the Office of the Chancellor to carry out a  
4 specified project in research, training, or public service.

5 **Subpart P. Sponsorship Agreement.** A sponsorship agreement is a written agreement  
6 between the sponsor and a college, university, and/or the Office of the Chancellor and  
7 may include other parties including the creator of the work.

8 **Subpart Q. Student.** A student is an individual who was or is enrolled in a class or  
9 program at any MnSCU- system college or university at the time the intellectual property  
10 was created.

11 **Subpart R. Student Employee.** A student employee is a student who is paid by any  
12 MnSCU system college, university, or the Office of the Chancellor for services  
13 performed. Graduate assistants and work-study students are student-employees.

14 **Subpart S. Substantial Use of Resources.** Substantial use exists when resources are  
15 provided beyond the normal professional, technology, and technical support supplied by  
16 the college, university, and/or Office of the Chancellor ~~and extended~~ to an individual or  
17 individuals for development of a project or program.

18 **Subpart T. System.** See Minnesota State Colleges and Universities System definition  
19 in Part 3. Definitions, Subpart N of this policy.

20 **Subpart U. Works made for hire.** Works made for hire means all work done by an  
21 employee within the scope of his or her employment or specially commissioned work.

#### 22 **Part 4. Ownership of Intellectual Property Rights.**

23 **Subpart A. Basic Ownership Rights of the Various Types of Creative Works.**  
24 The ownership rights to a creation shall be determined generally by the provisions in  
25 Subpart A below, but ownership may be modified by an agreement, sponsorship  
26 agreement, or other condition described in Subpart B or Subpart C below.

- 27 1. **Institutional Works.** Intellectual property rights in institutional works belong  
28 to the college or university. Institutional works are works made for hire in the  
29 course and scope of employment by employees or by any person with the use of  
30 college or university resources, unless the resources were available to the public  
31 without charge or the creator had paid the requisite fee to utilize the resources.  
32 A course outline is an institutional work. A college, university or the Office of  
33 the Chancellor may enter into a written agreement with a non-faculty employee  
34 granting the employee ownership of a work that the parties agree is of a  
35 scholarly nature as described in Subpart A.2. Scholarly works and encoded  
36 works are not included within the definition of considered institutional works in  
37 accordance with applicable collective bargaining agreements.

1           2. **Scholarly Works.** Intellectual property rights in scholarly works belong to the  
2           faculty member, ~~or student or professional staff~~ who created the work, unless an  
3           agreement, sponsorship agreement, or other condition described in Subpart B or  
4           C below provides otherwise. Scholarly works are creations that reflect research,  
5           creativity, and/or academic effort. Scholarly works include course syllabi,  
6           instructional materials (such as textbooks and course materials), distance  
7           learning works, journal articles, research bulletins, lectures, monographs, plays,  
8           poems, literary works, works of art (whether pictorial, graphic, sculptural, or  
9           other artistic creation), computer software/programs, electronic works, sound  
10          recordings, musical compositions, and similar creations.

11          ~~3. **Encoded Works.** Intellectual property rights in encoded works belong to the~~  
12          ~~faculty member or student who created the work, unless an agreement,~~  
13          ~~sponsorship agreement, or other condition described in Subpart B or C below~~  
14          ~~provides otherwise. Intellectual property rights in encoded works created by a~~  
15          ~~professional staff member belong to the college or university unless an~~  
16          ~~agreement, sponsorship agreement, or other condition described in Subpart B or~~  
17          ~~C below provides otherwise.~~

18          4.3. **Personal Works.** Intellectual property rights in personal works belong to the  
19          creator of the work. A personal work is a work created by an employee or  
20          student outside his or her scope of employment and without the use of college  
21          or university resources other than resources that are available to the public or  
22          resources for which the creator has paid the requisite fee to utilize.

23          5.4. **Student Works.** a) Intellectual property rights in student works belong to the  
24          student who created the work. b) A creative work by a student to meet course  
25          requirements using college or university resources for which the student has  
26          paid tuition and fees to access courses/programs or using resources available to  
27          the public, is the property of the student. c) A work created by a student  
28          employee during the course and scope of employment is an institutional work  
29          and intellectual property rights to such creation belong to the college or  
30          university unless an agreement, sponsorship agreement, or other condition  
31          described in Subpart B or C below provides otherwise.

32          **Subpart B. Modification of ~~B~~asic ~~O~~wnership ~~R~~ights.** The general provisions for  
33          ownership of intellectual property rights set forth in Subpart A ~~may shall~~ be modified by  
34          the entering into a signed written agreement as provided in this subpart, following  
35          collaborative discussion among the affected parties. ~~following provisions if any of these~~  
36          ~~provisions is applicable to the situation.~~

37          1. **Sponsorship Agreement.** The ownership of intellectual property rights in a  
38          work created under a sponsorship agreement shall be determined by the terms  
39          of the sponsorship agreement. If the sponsorship agreement is silent on the  
40          issue of ownership of intellectual property rights, ownership will be determined  
41          under applicable law.

1                   2. **Collaborative Agreements/Partnerships.** A college, university or the  
2                   SystemMnSCU and/or its colleges, universities may participate in projects with  
3                   persons, corporations, organizations and businesses to meet identified student,  
4                   citizen, community and industry needs. Ownership rights pursuant to any  
5                   collaboration ~~or partnership~~ shall be addressed pursuant to this policy.

6                   3. ~~**Equity Distributions.** In any instance in which MnSCU and/or its colleges or  
7                   universities execute an agreement with an individual, corporation or other entity  
8                   for economic gain using intellectual property owned by the colleges or  
9                   university, the colleges or university is entitled to receive an equity distribution.  
10                  The proceeds of the equity distribution shall be shared among the creators of  
11                  the work as determined by this policy.~~

12                 4.3. **Specially Commissioned Work Agreements.** Intellectual property rights to a  
13                 work specially ordered or commissioned by the college or university from a  
14                 faculty member, ~~professional staff,~~ or other employee, and identified by the  
15                 college or university, as a specially commissioned work at the time the work  
16                 was commissioned, is a work made for hire and shall belong to the college or  
17                 university. The college or university, and the employee shall enter into a written  
18                 agreement for creation of the specially commissioned work.

19                 5.4. **Substantial Use of Substantial Resources.** In the event a college, ~~or~~ university  
20                 or the Office of the Chancellor provides substantial resources to a faculty  
21                 member ~~or professional staff member~~ for creation of a work that is and the  
22                 ~~work was~~ not an institutional work created under a sponsorship agreement,  
23                 individual agreement, or special commission, the college, ~~or~~ university, and/or  
24                 the Office of the Chancellor and the creator shall own the intellectual property  
25                 rights jointly in proportion to the respective contributions made. ~~Substantial~~  
26                 ~~circumstances exist when resources provided are beyond the normal support~~  
27                 ~~services extended individuals for development of work products.~~ Use of  
28                 resources is considered substantial when the additional support received is  
29                 beyond the normal support level made available by a college, university and/or  
30                 the Office of the Chancellor to the individual in his or her position.

31                 6. ~~**Certain Encoded Works.** In the event a college or university hires a  
32                 professional staff person to develop software or other encoded works, in the  
33                 works, the encoded works created by such person shall be considered  
34                 institutional works for which the college or university maintains ownership of  
35                 the intellectual property rights.~~

## 36                 **Subpart C. Other ownership factors.**

37                 1. **Collective Bargaining Agreement.** In the event the provisions of this Policy  
38                 and the provisions of any effective collective bargaining agreement conflict, the  
39                 collective bargaining agreement shall take precedence.

1 2. **Jointly Created Works.** Ownership of jointly created works shall be  
2 determined by separately assessing which of the above categories applies to  
3 each creator, respectively. Jointly created works involving the ~~work and~~  
4 contributions of students and/or student employees must be assessed  
5 considering this and other relevant categories of ownership rights as set forth  
6 above.

7 3. **Sabbatical Works.** Intellectual property created during a sabbatical is defined  
8 as a scholarly work. Typical sabbatical plans do not require the use of  
9 substantial college/university resources as defined in Part 2. Subpart S. of this  
10 policy. If the work created as part of an approved sabbatical plan requires  
11 resources beyond those normal for a sabbatical, the parties may enter into one  
12 of the applicable arrangements as set forth in Part 4. Subparts B. and C. of this  
13 policy.

14 4. **System, College or University Name.** Intellectual property rights arising  
15 ~~from~~ associated with the MnSCU System's identity, the identities of its colleges  
16 and universities, logos, and other indices of identity belong to the respective  
17 entity. Such rights may be licensed pursuant to reasonable terms and conditions  
18 approved by the Chancellor, presidents or their designees, respectively. System  
19 ~~MnSCU~~ employees may identify themselves with such title of their position as  
20 is usual and customary in the academic community; but any user of ~~MnSCU~~ the  
21 System's or ~~its a college's' and/or~~ university's' name, logo, or indicia of  
22 identity shall take reasonable steps to avoid any confusing, misleading, or false  
23 impression of particular sponsorship or endorsement by ~~the System MnSCU~~, its  
24 colleges, or universities. When necessary, specific disclaimers shall be  
25 included.

26 5. **Works Owned Jointly by Colleges, Universities and the System.** Colleges,  
27 universities and system ownership interests in jointly owned intellectual  
28 property shall be determined by the relative contributions made by each  
29 contributor - unless otherwise provided in a written agreement. The ownership  
30 interests may be expressed in percentages of ownership or an unbundling of the  
31 rights associated with the work, whatever the parties agree to. This paragraph  
32 applies only to allocation of ownership interests among a college, university or  
33 the System. The ownership of any other joint owner shall be determined in  
34 accordance with applicable policy, collective bargaining agreement, or  
35 personnel plan provisions, or as negotiated among the parties.

36 6. **Equitable Distributions.** In any instance in which the System and/or its  
37 colleges or universities execute an agreement with an individual, corporation,  
38 business or other entity for economic gain using intellectual property in which  
39 the colleges, universities, or the System has an ownership interest, the  
40 colleges, universities or the System shall receive an equitable distribution. The  
41 proceeds of the equitable distribution shall be shared among the creators of the  
42 work as determined by agreement in accordance with this policy.



1 **Part 5. Coordination Function.**

2 **Subpart A. Appointment of cCoordinator.** The president or Chancellor, or his/her  
3 designee at each college, university, or Office of the Chancellor shall appoint an  
4 employee to be the local Intellectual Property Coordinator. The coordinator has  
5 responsibility to administer provisions of this policy to include dissemination of the  
6 college or university's procedures regarding implementation of **Board Policy 3.26**  
7 Intellectual Property and **Board Policy 3.27 Copyrights**~~Reproduction and Use of~~  
8 ~~Copyrighted Materials~~ and any related procedures.

9 **Subpart B. Record-~~k~~keeping.** Each college and university shall establish a record-  
10 keeping system to monitor the development and use of its intellectual property. Any  
11 questions relating to the applicability of this policy should be directed to the Intellectual  
12 Property Coordinator.

13 **Subpart C. Conflicts of ~~i~~nterest and ~~E~~thics.** ~~MnSCU-System~~ employees are  
14 responsible for adhering to all legal and ethical requirements in accordance with State  
15 law, Board Policy and system procedure.

16 **Part 6. Preservation of Intellectual Property Rights.**

17 **Subpart A. Protection of ~~R~~ights.** ~~The~~ A college, ~~or~~ university of the Office of the  
18 Chancellor shall undertake such efforts, as it deems necessary to preserve its rights in  
19 original works ~~for which the college or university is when it is at~~ the sole or joint owner of  
20 the intellectual property rights. ~~The~~ A college, ~~or~~ university or the Office of the  
21 Chancellor may apply for a patent, ~~for~~ trademark registration, ~~for~~ copyright registration,  
22 or ~~for~~ other protection available by law on any new work in which the college, ~~or~~  
23 university or the Office of the Chancellor maintains intellectual property rights.

24 **Subpart B. Payment of ~~C~~osts.** ~~The~~ A college, ~~or~~ university or the Office of the  
25 Chancellor may pay some or all costs required for obtaining a patent, trademark,  
26 copyright, or other classification on original works for which the college, ~~or~~ university or  
27 the Office of the Chancellor ~~exclusively owns or jointly owns~~ the intellectual property  
28 rights. If ~~at~~ the college, ~~or~~ university or the Office of the Chancellor has intellectual  
29 property rights in a jointly owned work, the college, ~~or~~ university or the Office of the  
30 Chancellor may enter into an agreement with joint owners relating to the payment of such  
31 costs.

32 **Part 7. Commercialization of Intellectual Property.**

33 **Subpart A. Right of ~~C~~ommercialization.** The college, ~~or~~ university or the Office of  
34 the Chancellor that owns or has shared intellectual property rights to a work may  
35 commercialize the work using its own resources or may enter into agreements with others  
36 to commercialize the work as authorized by law. Upon request of a creator who retains  
37 intellectual property rights in a work, the college, ~~or~~ university or the Office of the  
38 Chancellor shall advise the creator of progress in commercializing the work.

1 **Subpart B. Sharing of Proceeds.** An employee who creates a work and retains an  
2 intellectual property interest in such work in which the college, ~~or~~ university or Office of  
3 the Chancellor maintains intellectual property rights is entitled to share in royalties,  
4 licenses, and any other payments from commercialization of the work in accordance with  
5 applicable collective bargaining agreements, individual agreements, and applicable laws.  
6 All expenses incurred by the college or university in protecting and promoting the work,  
7 including costs incurred in seeking patent or copyright protection and reasonable costs of  
8 marketing the work, shall be deducted and reimbursed to the college, ~~or~~ university or the  
9 Office of the Chancellor before the creator is entitled to share in the proceeds.

10 If a college, university or the Office of the Chancellor decides not to pursue patent or  
11 copyright protection in a jointly owned work and the creator/inventor decides to pursue  
12 such protection, all expenses incurred by the creator/inventor in protecting and promoting  
13 the work including costs incurred in seeking patent or copyright protection and  
14 reasonable costs of marketing the work, shall be deducted and reimbursed to the  
15 creator/inventor before the college, university or the Office of the Chancellor is entitled  
16 to share in the proceeds.

17 Net proceeds generated from the commercialization of works owned jointly by colleges,  
18 universities or the Office of the Chancellor (not creators/inventors) will be distributed in  
19 accord with the terms of a written agreement, or absent an agreement, in amounts equal  
20 to the relative contributions made by the colleges, universities or the Office of the  
21 Chancellor.

22 **Subpart C. Intellectual Property Account.** Each college, university, ~~or~~ and the Office  
23 of the Chancellor shall deposit all net proceeds from commercialization of intellectual  
24 property in its own general intellectual property account. The President/Chancellor (or  
25 designee) may use the account to reimburse expenses related to creating or preserving the  
26 intellectual property rights of the college, university, or Office of the Chancellor  
27 ~~intellectual property rights~~ or for any other purpose authorized by law and MnSCU Board  
28 policy, including the development of intellectual property.

29 **Subpart D. Trademarks.** Income earned from the licensing of college, ~~and~~ university or  
30 System trademarks and logos is not subject to the requirements of Subpart C- for  
31 distribution of funds.

## 32 **Part 8. Assignment of Rights.**

33 **Subpart A. College, ~~or~~ University or Office of the Chancellor Assignment.** ~~If it is in~~  
34 ~~the best interest of the college or university, the~~ A college, or university or the Office of  
35 the Chancellor may assign all or a portion of its rights in a work to the creator,  
36 corporation, business or to any other person in accordance with the law and when in the  
37 best interests of the college, university or the System. As a condition of the assignment,  
38 the college, ~~or~~ university or the Office of the -Chancellor, may preserve rights, such as a  
39 royalty-free, perpetual, irrevocable, non-exclusive license to use and copy the work in  
40 accordance with the preservation and the right to share in any proceeds from  
41 commercialization of the work.

1           **Subpart B. Creator Assignment.** Any person may agree to assign some or all of his or  
2 her intellectual property rights to the college, university or sSystem. The creator may  
3 preserve any rights available to the creator as part of the assignment.

4           **Subpart C. Assignment in Wwriting.** Any assignment of intellectual property rights  
5 shall be in writing and signed by the assignor and assignee.

6           **Part 9. Dispute Resolution Process.** The Office of the Chancellor may develop procedures to  
7 resolve disputes relating to this policy.

8           **Part 10. Notification of Policy.** The Intellectual Property Coordinator at each college,  
9 university, and the Office of the Chancellor shall provide a copy of this Intellectual Property  
10 Policy and any other forms developed to implement this Policy to persons upon request. The  
11 college, university, or Office of the Chancellor shall arrange training on a periodic basis for  
12 faculty, staff and/or other persons who are covered by this Intellectual Property Policy.

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Related Documents:       Policy 3.22 Course Syllabi  
                                  Procedure 3.26.1 Patent Inquiry Process  
                                  Policy 3.27 Copyrights  
                                  Procedure 3.27.1 Copyright Clearance  
                                  Minnesota State Statute 136F  
                                  Minnesota State Statute 16B.483

*Date of Implementation: 1/01/03*

*Date of Adoption: 6/19/02*

*Date and Subject of Revision:*

**POLICY CONTENT FORMAT**

*Single underlining represents proposed new language*

*Strikeouts represent existing language proposed to be eliminated.*