

BA 36-Hour Rule

Policy: Not more than 36 semester hours in any one subject designator may be applied toward the major for a Bachelor of Arts degree. A student may elect to apply up to an additional six semester hours in the same subject designator toward general electives, General Education program distribution requirements, or a minor with the exception of the social sciences minor, unless limited by the major program.

Challenge: We continue to have students who go over the allotted number of hours from 3-9 hours. Most are in the College of ASC where the majority of the BA degrees lie. Some courses are cross-listed with different designators so after-the-fact, we get requests to change the students' courses (from a previous semester). In recent years, these courses have been in the major. Here are three examples:

An English major took ENGL 330 to apply to their upper level ENGL electives. I was asked to switch the designator to its cross-listed course, WMST 330, so that the student could take more ENGL courses. In the 2014-15 catalog, a student can have 33-36 hours in ENGL, allowing 42 with the extra six to apply to her minor (Creative Writing). However, so that course can be used in the major, the chair had to approve a WMST designator to apply in the major. She will have 40 hours of ENGL at the end of the semester. Without the change of designator, she would have 43. Her total hours will be 124 which is required of her catalog. (The 2023-24 catalog requires 36 hours in the major, and 6 additional are allowed.)

A MCOM major took MCOM 301, a major requirement. I was asked to switch the designator to its cross-listed course, DIFD 211, so the student could have more MCOM courses. The chair then approved using the cross-listed course in the major (rather than using the course with the major designator). In the 2017-18 catalog, 35 hours in MCOM are required in the major, and with the extra 6 allowed, up to 41. The student would have only had 41, so this wasn't even needed (unless the student was planning to take an additional course.)

A Modern Languages-Spanish major went over hours because of the departmental credit given for earning a B or higher in a 200-level course. Student Services tried changing SPAN 101 to MLAN 199 general credit, but the foreign language process awarded SPAN 101 again thinking that the student did not have the course credit.

Could not locate any limitation on hours for BA degrees at USC or Clemson. 8/31/22 & 10/23/23

Could not locate any limitation on hours for BA at Virginia Commonwealth Univ, College of Charleston, or Western Carolina 10/23/23

James Madison University requires 36-48 hours in a BA degree and has no maximum hours in major rule. 10/23/23

Lander University requires up to 60 hours in BA degree and has no maximum hours in major rule. 10/23/23

UNC-Chapel Hill has a maximum of 45 hours in any subject for the BA degree. 10/23/23

Winthrop University Intellectual Property Rights Policy

Approved by Winthrop University Board of Trustees June 6, 2003

I. Introduction

The fundamental mission of Winthrop University embraces teaching, research, and service, both to enhance and advance knowledge and to serve the public good. To do so, Winthrop University recruits and maintains a diverse faculty of national caliber. It “supports its faculty as they enhance their abilities as effective teachers and as they develop and enrich their knowledge and skills as scholars, researchers, practitioners and creative artists in their disciplines. Moreover, Winthrop ... support[s] high quality instruction and research in every field of study offered by developing and maintaining at an appropriate level its classrooms, studios and performance spaces, as well as its informational and instructional technology resources.”[1]

Thus, it is in the interest of all members of the university community to foster the creation of the highest quality intellectual properties that further the academic mission of the University; foster the dissemination of new knowledge and the maintenance of high academic standards to improve the education we provide our students and the service we provide to the citizens of the State of South Carolina; and to provide incentives for university faculty, staff, and students to participate fully in the use and creation of intellectual properties. Strong mutual interests are shared among the university, the faculty, the staff, and the students in the appropriate allocation of the ownership rights associated with such intellectual properties; and the rights that belong to the owners of intellectual properties should be allocated so as to optimally support the mutual interests of the university, faculty, staff, and students.[2]

From the pursuit of this mission should emerge creations and discoveries that are subject to, or eligible for, intellectual property protection. The stewardship of such intellectual property is an important responsibility of both those who create these byproducts of human knowledge and the University sponsoring them. Because of the advent of new technologies and the ability to mass-produce them at will, questions about the ownership of intellectual property created by members of the Winthrop community have arisen. Thus, as part of the Academic Program Initiatives in the 2002-2003 *Vision of Distinction*, the University has undertaken to “implement revisions to University policies regarding intellectual property issues and trends.” This document sets forth Winthrop University’s Intellectual Property Rights Policy concerning the stewardship of these various creations. It will supersede the version ratified by the Board of Trustees in October 1992.[3]

II. Definitions

For the purpose of this document, **intellectual property** is defined as “any product, new or useful process, or idea resulting from scholarly or creative activity regardless of whether it is eligible for protection under provisions of copyright, patent or trademark law.” Examples of intellectual property include (but are not limited to) writings, art works, musical compositions and performances, literary works, architecture, new or improved devices, circuits, chemical compounds, drugs, genetically engineered biological organisms, cell lines, data sets, software, musical processes, or unique and innovative uses of existing inventions. Intellectual property is created when something new and useful has been conceived or developed, or when unusual, unexpected, or non-obvious results, obtained with an existing invention, can be practiced for some useful purpose. Intellectual property can be created by one or more individuals, each of whom,

to be a creator, must have conceived of an essential element or have contributed substantially to its conceptual development.^[4]

A **blueprint** course is designed and developed as a model for subsequent offerings of the same course. All those who teach the course use the blueprint, which makes some areas of the course standard and unchangeable and other areas term-specific or instructor-specific with placeholders for items, such as the syllabus, schedule, announcements, and messages. The blueprint course model provides a common look, feel, and navigation for students and faculty in a given program.

Creators of intellectual property are defined as faculty, staff, or other persons employed by Winthrop University,^[5] whether full- or part-time, or serving in an adjunctive capacity. Creators also include visiting faculty and researchers and any other persons, including students, who create or discover intellectual property using University development and resources as outlined below and whose role in its creation has been agreed upon through previously signed statements.

III. Policy

The Winthrop University Intellectual Property Rights Policy applies to all University employees in each constituent academic or administrative unit and department, both full and part-time, including faculty, staff, and to students of each constituent academic or administrative unit or department. Except as stated in Categories III.2, 3, and 4 below, intellectual property will be the sole property of the originator (faculty, staff, or student as inventor, author, creator, or designer).

Ownership of and rights to intellectual property invented, authored, or designed by Winthrop faculty, staff, or student employees and subject to protection by patent, copyright, or trademark law shall be categorized as follows:

1. Individual scholarly/aesthetic product,
2. University-assisted product,
3. University-commissioned product (“Work-for-Hire”),
4. Third-party sponsored/contracted product.

1. Individual Scholarly/Aesthetic Products

Intellectual property that is produced outside of the terms of primary employment and not part of a directed assignment at Winthrop and that makes no more than incidental use of Winthrop resources considered part of the employee’s usual academic environment (such as the usual office, studio, laboratory, computer, and library privileges) shall be owned by the faculty, staff, or student employee who produces the individual product. (The general obligation of faculty to produce scholarly works *does not* constitute such a directed assignment.)

The items most commonly considered as individual scholarly/aesthetic products are those created by faculty members, non-faculty researchers, or students as part of their ongoing intellectual inquiry, creative impulses, and pedagogical activities and are disseminated among the scholarly and creative communities primarily for the advancement of knowledge. Typically these works reflect research and/or creativity that, within the University, are considered as evidence of professional advancement or accomplishment and are submitted in partial fulfillment for the granting of tenure and awarding of promotion. Such works include scholarly publications, journal articles, reports (contracted or otherwise), research bulletins, monographs, books, plays, poems, and works of art. In some scholarly disciplines, they may include products such as (but not limited to) software,^[6] biological and chemical compounds, data sets, and instructional materials.^[7]

Such items are usually protected by copyright rather than patent; copyright protects such products from the moment of their fixation in a tangible medium of expression, that is, instantly and automatically. They may be created spontaneously or take years to develop. If the creation of an individual scholarly/aesthetic project will involve the use of significant institutional resources (as defined in the next section), the creator and the University should agree before the project begins on the use of facilities, allocation of rights to use the work, and the recovery of expenses and/or sharing of benefits from commercialization of the work.

Our faculty enjoy royalties on various creative expressions (whether in print, tangible form, or electronically reproduced). Nothing in this policy should be interpreted to impinge upon or constrict those royalties. One hundred percent of any royalty, sale, or licensing gross income accruing from individual scholarly/aesthetic products shall belong to the employee. If the creator of such individual scholarly/aesthetic products should leave the University, he or she retains the rights to any such products created at Winthrop unless he or she has assigned the rights elsewhere. Winthrop will assert no ownership to individual scholarly/aesthetic products created before the creator was employed by or enrolled at Winthrop University.

Faculty will report any new creations (or uses) to their chairs or deans. The disclosure should be less formal than that involved for discoveries, inventions, and patents but should come early in the creation process and will normally be reflected in the faculty member's Annual Report. Only with such disclosure can the University have a good sense of how new information technologies are being used and how the administration can fulfill its obligation to support such work.

2. University-Assisted Products

Some intellectual property will be produced outside of the terms of primary employment at Winthrop that will make significant use (other than incidental use as defined above) of university resources not usually assigned to an employee as part of his/her ordinary appointment and that consequently requires specific, case by case permission of one's Dean and/or department head prior to use of those resources. Such products will be deemed university-assisted products. Examples of such products include, but are not limited to, those for which the creator is granted additional research funding or support; those for which time is reassigned from the creator's usual employment responsibilities; or those for which the creator is provided additional equipment, space, supplies, travel, staff, marketing support, use of University owned technologies, or similar resources. Such university assisted-products shall be owned jointly by the faculty, staff, or student employee who produced the intellectual property and by the University.

Because new technologies and works created with them (as, for example, distance education or web-based courses, **with the exception of Blueprint courses – see Section 3**) are always in a state of ongoing creation, they commonly involve collaborative ownership and significant use of University resources. For instance, a faculty member may use her or his knowledge and expertise to develop the content of a web-based course in her or his field, then collaborate with other University employees such as programmers, graphic artists, video technicians, marketing specialists, and financial professionals in order actually to deliver the course. Such creations would be an example of significant use of University resources to create or develop a university-assisted product. In such cases, the parties should execute an agreement regarding the sharing arrangement before starting the project that will result in creation of the intellectual property.

Royalties, sales or license fee gross income from the university-assisted product shall be shared between the employee and Winthrop as agreed at the time written permission for significant use of the Winthrop resources is given. In no case shall the employee's share of the gross income be less than 50 percent. Responsibility to file copyright, patent, or trademark claims shall be negotiated and included in the authorization from one's Dean and/or department head. In the event Winthrop funds the copyright, patent, or trademark application process, Winthrop shall have a paid-up, non-exclusive license to use, without other cost, the work for educational purposes.

When income generated from various discoveries and creations in teaching and research is small (under \$25,000), asserting University ownership will doubtless discourage innovation. Faculty, therefore, will retain any generated revenue up to and including \$25,000. Sharing beyond that limit for creations in which University resources are instrumental in the production is set in the table below.

The first \$25,000 in income for any individual item of intellectual property shall be paid to the creator/inventor in full, after which distribution is as follows:

	\$25,001 – \$50,000	\$50,001 – \$75,000	\$75,001 – \$100,000	\$100,001 – \$125,000	Over \$125,000
Creator	70%	65%	60%	55%	50%
Winthrop	20%	25%	25%	28%	30%

Reinvestment ^[8]	10%	10%	15%	17%	20%
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In the case of the death of the creator, any unpaid royalties shall be paid to the creator's estate unless otherwise specified. In all cases of university-assisted products, the University must specify before the task is undertaken for how long and over how many iterations of said creation its ownership exists *before* that creation is forthcoming. Any university-assisted product that the University has expressed no interest in owning *ab initio*, cannot, at a later date, be declared owned by the University. The University's interest should not be asserted when there is noncommercial use of new information technologies by faculty or for the commercial use of such technologies until the revenues generated are substantial.

The University will normally exert copyright and/or ownership for three years on any university-assisted project. At the end of the three years, the University has the right to renew its claim for two more years, provided it pays an appropriate royalty to the creator. The University may continue to renew its claim every two years. If the University does not renew its claim, the creation becomes the full possession (including copyright) of the creator.

Many university-assisted products will fall under the category of patentable, rather than copyrightable, works. Since publication of an idea embodied in a patentable product bars the filing of a patent application in every country in the world except the United States and starts a very specific clock running on the right to file that patent application, it is crucial that the University be aware of the potential development of such products long before they are completed in order to comply with the requirements for applying for patent, trade secret, or other legal protections for the product. Therefore creators of such potentially-patentable products must inform their Deans or department heads in writing before the work to produce such products is undertaken, and comply with all the appropriate policies and responsibilities set out in sections IV and V of this document to protect the rights of both the creator and the University.

More and more, Winthrop faculty are working outside the University in consulting capacities. In such settings they have access to resources they might not otherwise have access to on campus. Nevertheless, when creations (especially those curricular-related ones) are produced that the University has either substantially supported or provided release or reassigned time for and wishes to use in other educational outreaches, the University shares ownership. This should be made clear early on in this process and *before* the faculty member has signed any consulting agreements.

3. University-Commissioned Products

Intellectual property produced as the primary employment task or as temporarily-reassigned full-time Winthrop activity, when that task or activity explicitly is to produce a specific work subject to protection as intellectual property, shall be owned by Winthrop. In some cases this will be clear from the job description or the contract of employment. One hundred percent of any royalties, sales, or licenses accruing from such commissioned products shall belong to Winthrop. Such directed work assignments must be defined by written contractual agreement before the work is undertaken by the employee.

Distance Education Specific Application – A Blueprint course (e.g., offered within an approved online degree program) shall be initiated and commissioned by the university and created by a faculty member, who shall receive a stipend. The university owns the copyright on the Blueprint course, while the faculty member and the university shall both retain a non-exclusive license to use these materials in educational settings, even if the faculty member leaves the university. A Blueprint course contract must be signed prior to work commencing.

4. Third-Party, Sponsored/Contracted Products

Intellectual property produced as part of a grant or contract for a third party under an agreement with Winthrop and the employee shall adhere to the terms of the specific contract. All such contracts should be developed before the work is undertaken, must contain an intellectual property ownership clause, and must be approved and signed by the employee's dean and/or department head and by the vice president of the employee's area or by the appropriate administrative officer of Winthrop.

IV. Responsibilities

1. Exercising Rights

The University shall not exercise intellectual property rights in any work created or discovered by a creator other than works meeting the definition of university-assisted products, university commissioned products, or third-party contracted products, unless such rights are voluntarily transferred by the creator or secured through licenses set forth in this policy.

Winthrop University shall have the right to determine the disposition of applicable intellectual property which it holds or in which shares ownership under this policy. That determination shall include the interests of the University, the public, and the creator, including the creator's professional or ethical convictions concerning the use of intellectual property. Responsibility for disposition of intellectual property resides with the Office of Academic Affairs, subject to the policies approved by Faculty Conference and university leadership.

2. Creators' Responsibilities

Creators must promptly disclose to the University (or dean or chair) any applicable jointly-held intellectual property creation as detailed in section III.2 above. Disclosure shall be made on *Intellectual Property Rights Form IA*. Copies must be sent to the Provost, Department Chairperson and College Dean. The Office of Academic Affairs shall routinely report all disclosures to the President.

Creators may not assign or license rights of intellectual property that is jointly held with the University to third parties without the written consent of the University. All assignments must be in writing and shall conform with the requirements of this Policy. Creators of jointly-held intellectual property shall assist the University to obtain statutory protection for the intellectual property and to perform all obligations to which it may be subject, including executing appropriate assignments and other documents required to set forth effectively the ownership of, and rights to, said intellectual property.

The creator retains responsibility for intellectual stewardship of his or her intellectual property. The creator shall have agreed, or not, to be identified as the creator by the University and by subsequent licensees and assignees, as required by law. Because premature or unauthorized disclosure may defeat legal protection of intellectual property, the University must inform creators of the consequences of premature or unauthorized disclosures. The University and creators must work together to facilitate both scholarly disclosures and the acquisition of appropriate intellectual property protection.

3. University Administration of Intellectual Property

Primary responsibility for identifying, protecting, and managing applicable intellectual property resides with the Office of Academic Affairs. All disclosures shall be submitted to the Office of Academic Affairs, which will determine whether Winthrop University desires to obtain protection for jointly-held intellectual property or otherwise make use of the intellectual property. The Office of Academic Affairs shall notify the creator promptly after it has determined whether it is in the best interest of Winthrop University to seek protection for jointly-held intellectual property. If Winthrop University decides to seek protection for such property, it shall proceed either through its own efforts or those of an appropriate private firm or attorney to obtain protection and/or manage the intellectual property. In those instances where delay would jeopardize obtaining the appropriate protection for the intellectual property, the creator may request that the Office of Academic Affairs expedite its decision whether or not it shall seek statutory intellectual property protection.

4. Specific Responsibilities

The University acknowledges the importance of transferring intellectual property appropriately, effectively, and frugally. To that end, the University shall establish efficient mechanisms for technology transfer in order to maximize any value of intellectual property to the faculty and the University.

1. The University administration shall:

- A. Provide oversight of intellectual property and technology transfer according to this policy and any other pertinent University policies;
- B. Assist Colleges in aiding and abetting effective transfers and College policies and procedures consistent with University policies;

- C. Provide legal services and cooperate with the Colleges in promoting and licensing intellectual property; and
- D. Take appropriate actions to protect the University's intellectual property.

2. The Deans of the Colleges shall:

- A. Promote intellectual property transfers consistent with the College's objectives and academic environment;
- B. Establish policies and procedures for intellectual property transfers, avoiding conflicts of interests consistent with University policies; and
- C. Review and approve all agreements that convey or affect the University's rights to intellectual property originating in that College as specified in this policy.

3. Creators of intellectual property shall:

- A. Disclose to appropriate University or College officials the creation of intellectual property;
- B. Conduct intellectual property transfer activities consistent with University and College policies and procedures, including those governing conflicts of commitment and conflicts of interest; and,
- C. Cooperate with the University in defending and prosecuting patents and in legal actions taken in response to copyright infringement.

5. Faculty Responsibility to Enrolled Students

Faculty must make every effort to accommodate not only different styles of learning but also the needs of differently abled students in their courses through the use of technology. Limited, fair use of web-based materials (following the three major tests of spontaneity, brevity and cumulative use) is protected under both the *Copyright Act of 1976* and the *Digital Millennium Copyright Act of 1998*. However, as specified in both acts, the materials should be used only for a specified course and *repeated use requires written permission*. Materials for students at remote locations are also covered under this act and should abide by the copyright acts cited above. Faculty must make every effort to ensure their use of such materials is in compliance with federal and state statutes governing copyright.

Students retain their own intellectual property rights unless signed away, and this includes any print or non-print posting of papers (even for use as examples) by current or former students. Written permission of students who are the creators of papers, projects, research, and similar materials used in this way is required. Student engaged in research guided or directed by faculty that will later be used either commercially, or beyond the current semester, are subject to all contractual agreements between the parties.

6. Material Made Available for University Use

In the course of their contractual duties, many faculty, staff, and students create materials that are subject to intellectual property protection, and that are voluntarily made available for the use of the University without expectation of further compensation.**[9]** The University shall retain a non-exclusive, royalty-free license to use such material made available for the use of the University, provided that significant contributions of the creator(s) are acknowledged and there is mutual, *written* consent. Such licenses shall not include the right to exploit the work for profit outside of the University but may include its use in distance education delivery.

7. Licenses for Non-Commercial Research and Teaching

With passage of the Digital Millennium Act, and preexisting copyright laws, many faculty, staff, and students encounter not only high costs but also considerable inconvenience in obtaining permission to use material that is subject to intellectual property protection for research and teaching. Creators of intellectual property are, therefore, encouraged to seek from publishers and other persons who assign rights to intellectual property a non-exclusive, royalty-free license for their own non-commercial research and teaching and, where possible, for anyone within the University to use that intellectual property for non-commercial research and teaching. **[10]** Appropriate units shall work to assist creators in securing such licenses.

8. Assignment or Licensing of Intellectual Property by the Creator(s)

A. Owners

Winthrop University may, at its discretion, permit the creator(s) to assign or license jointly-held applicable intellectual property. The University may not withhold consent for assignment or licensing unless the University intends to pursue protection for such jointly-held intellectual property. Such assignments or licenses shall be subject to the following provisions, unless *waived in writing* by the University.

- Winthrop University shall retain for itself a royalty-free license to use jointly-held intellectual property for non-commercial research and teaching within the University.
- Winthrop University shall receive a share of all proceeds generated from commercialization of university-assisted products after the creator has recovered documented out-of-pocket costs for obtaining legal protection for the intellectual property. The shares of such proceeds will be governed by the formula in Section III.2 (above).

B. Creators

In the event the creator(s) receives a specific request for assignment or licensing of applicable jointly-held intellectual property, he or she must promptly provide the University with sufficient information to determine the marketability of the applicable intellectual property. The University shall notify the creator in writing of any objection to the proposed assignment or licensing no later than 45 business days after receiving the creator's request to assign or license and the supporting information

9. Intellectual Property Transfer/Commercialization Agreements

Winthrop University welcomes agreements with third parties for the development, use, dissemination, and commercialization of intellectual property, consistent with the University's mission and its policies on intellectual property. Any agreement to license or transfer ownership of Winthrop University's intellectual property by means of sale, assignment, or exchange shall be subject to this Policy and shall include the terms necessary to fulfill the requirements of this Policy. Agreements relating to the development and/or commercialization of intellectual property may provide that the contracting entity bear the costs of obtaining protection for intellectual property. Any intellectual property held by Winthrop may not be transferred without written consent of the University.

V. Procedures

Ownership and gross income rights can be defined by any of the above categories and are dependent on the specific written contractual terms agreed upon by all parties.

Each Winthrop employee has the responsibility to protect intellectual property during development. The employee must establish intellectual property rights within 60 days of initiating development work by providing written notice to the Dean or department head of his or her area, who will report it promptly to the Provost. The Provost must then provide within 30 days a written determination of Winthrop's intent to pursue or to relinquish any rights to the subject intellectual property. In the event Winthrop elects to relinquish its intellectual property rights, the rights will be assigned to the creator.

The University has an interest in how its name is used. Faculty members may not decide whether the University should sponsor a program. Use of the University name for non-sponsored research or creation must be approved in writing by the Office of the President and in advance of use.

VI. Dispute Resolution

The creator of intellectual property may appeal any adverse determination concerning the identification, protection, and/or management of intellectual property to the University Office of Grants and Sponsored Research Development, whose determinations may be appealed to the Provost and Dean of the appropriate college. Further appeals are subject to existing University policy concerning review of administrative decisions.

In the event of a dispute over the judgment that assigns a particular product to one of the four categories of intellectual property as outlined in Section III above, the dispute is to be adjudicated by the **Committee on Academic Freedom, Tenure, and Promotion**, augmented by additional members:

- If the dispute involves a faculty member, the Committee will be augmented by an administrator or professional staff member outside the faculty member's academic department and two additional faculty members, all three agreed upon by the committee chair and the Provost ;
- If the dispute involves a non-faculty employee, the Committee will be augmented by three professional staff members outside the staff member's administrative division.

The augmented **Committee on Academic Freedom, Tenure, and Promotion** will make its recommendation to the Provost or, in the case of a dispute involving a non-faculty employee, to the vice president of the employee's area.

[1] *A Vision of Distinction, 2002-2003.*

[2] The principles set out in this paragraph are based on those recommended by CETUS' (Consortium for Educational Technology in University Systems') "University Guidelines for Intellectual Property" (<http://www.cetus.org/fair3.html>).

[3] This draft borrows generously from the draft of 4/29/02 developed by Dean Mark Herring of Dacus Library, which in turn was based on parts of the following successful university policies already in place: The University of Indiana; The University of Georgia, Johns Hopkins University, Harvard University and The University of Arizona.

[4] Elements of this definition are borrowed, verbatim, from *Intellectual Property Guidelines, The Johns Hopkins University Intellectual Property Policy*, I. Intellectual Property: Definition; and from *The Regents' Rules and Regulations Part II, Chapter XII, "Intellectual Property"* of the University of Texas.

[5] Winthrop University or the University shall refer to Winthrop University and to any foundation associated with Winthrop University.

[6] Software is defined as that which accomplishes a task or produces, manages, analyzes, or otherwise manipulates a product, such as data text, a physical object, or other software. Such software acts as a partner in the accomplishment of such a task or in the creation or management of such a product or result. It also includes any web-based courses and/or curriculum materials developed specifically for distance education or that might be used in the execution of web-based courses instruction delivery. Information software is defined as software likely to provide information to the user. Such software mimics the reproduction or display of material, as might be found in a library reference tool, for example.

[7] Instructional materials are defined as works whose primary use is for the instruction of students. Such works include textbooks, syllabi, and study guides, web-based courses, or helps to same. If these works have depended on the *significant* use of Winthrop resources for production, they fall under the category of University-assisted products.

[8] "Reinvestment" refers to a research and development fund that will either be created or named. This fund will be for the exclusive use of faculty involved in research.

[9] The following are examples of such materials but are not inclusive of all such productions or creations: intellectual property contributions of creators to University committee reports, musical or dramatic performances or productions, and departmental lecture note files.

[10] In a recent case, for example, it was determined that the author of a scholarly article did not have the right to repeated use of said article for routine class distribution without written permission from the publisher. Examples of language that may be included in contracts to ensure such rights may be found in the University of Texas "Policy and Guidelines for Management and Marketing of Copyrighted Works," available at <http://www.utsystem.edu/ogc/intellectualproperty/copymgmt.htm>.

INTELLECTUAL PROPERTY RIGHTS POLICY FORM (.doc)

Rock Hill, South Carolina 29733
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[University Disclaimer Statement](#)

CBE Grading Proposal

Winthrop CBE Grading Scale Proposed by Gina Jones, Registrar Endorsed by Tim Drueke, Jack DeRochi, Noreen Gaubatz, and Pat Guilbaud	
MD (Mastery with Distinction - 4.0 GPA) M (Mastery - 3.0 GPA) PR (In Progress, no GPA) ¹ FX (failed to demonstrate mastery in a competency after the maximum number of summative assessment attempts allowed; failure - 0.0 GPA) ² UF (Unearned F; Failure due to non-participation/non-attendance - 0.0 GPA) N (No Grade, indicating the student withdrew from the course)	Allows for a GPA and corresponds more accurately to mastering competencies. Recommended by Registrar as it accommodates special grading situations needed by CBE courses.

¹Used for courses that are begun in one semester but not completed until a future one (maximum 3 semesters). Defaults to FX at the end of the third semester.

²Institution would need to establish how many times a student could retake assessments within courses before retaking the entire class. This should be consistent across all departments. The recommendation is that a student could retake the assessments twice.

Grading models from other institutions

Grading Model	Pros	Cons	Institution
A, B or F --minimum grade to complete a competency 80% --no SUs or PFs	Simple grading	No use of +/- . Doesn't allow the more accurate reflection of student performance in the class.	TX A&M-Commerce
M (Mastery, 3.0) and MD (Mastery with Distinction, 4.0)	Allows for a GPA and corresponds more accurately to mastering competencies.	Would require a student to keep repeating course until mastered; this could be a financial issue for the institution.	University of Wisconsin-Parkside
M (Mastery of Competency) Equivalent to 3.0 but does not translate to a GPA. WX (failed to demonstrate mastery in a competency after the maximum number of summative assessment attempts allowed)	Corresponds more accurately to mastering competencies.	No GPA; returning Winthrop students would have the GPA they left with. In some cases, this would be below 2.0.	Univ of Mass Global
A, A-, B+, B, B- Minimum grade to complete a competency 80% PR (In Progress—Used for students who demonstrate progress in a course but are unable to finish it within their subscription period.)	Allows the more accurate reflection of student performance in the class	Would require a student to keep repeating course until mastered; this could be a financial issue for the institution.	University of Wisconsin-Milwaukee
A- F	Same grading as traditional programs (from what I could gather on their website)	Does not reflect a minimum mastery level.	Midwestern State Univ (Texas)
A-F with +/-	Same grading as traditional programs (from what I could gather on their website)	Does not reflect a minimum mastery level.	Purdue Global
Pass/Not Passed (Pass=B or higher)	Simple; Doesn't affect GPA	No GPA; returning Winthrop students would have the GPA they left with. In some cases, this would be below 2.0.	Western Governor's Univ
Pass/No pass (Pass=80% or higher competency rate)	Simple; Doesn't affect GPA	No GPA; returning Winthrop students would have the GPA they left with. In some cases, this would be below 2.0.	Northwestern State University (non-credit programs)

Policy Title: Repeating a Course

A student may repeat any course taken at Winthrop University or transferred to Winthrop for which they did not earn a grade of B or higher, or a grade of S. (This regulation does not apply to courses that may be repeated for additional credit.) Credit hours earned in a particular course taken at Winthrop will not be awarded more than one time, (unless the course has been approved for additional credit) and transfer credit for repeated courses will be forfeited.

A student who enters Winthrop as a freshman is allowed a maximum of four repeated courses with grade exemption for any courses taken at Winthrop University for which he or she did not earn a grade of B or higher. Under this policy, the original grade earned in the course will be exempted from the calculation of the cumulative grade point average. Students who transfer to Winthrop with fewer than 40 semester hours of credit also are allowed the four course repeats with grade exemption; those with at least 40 and fewer than 70 hours are allowed three; those with at least 70 and fewer than 100 are allowed two; and those with 100 or more are allowed only one repeated course.

The repeat exemptions will be automatically applied to courses as they are repeated up to the allowed number of repeat exemptions. ~~Receiving a grade of U in a repeated course will not replace a previous attempt's grade.~~ Honors course grades can only exempt honors courses. Repeat exemptions only apply to courses taken and retaken at Winthrop. All courses and grades remain on the transcript. Students electing academic forgiveness do not get additional repeat exemptions.

For students receiving federal Financial Aid, the credit hours of the original course and the repeated course will both count in the student's attempted hours for calculation of percentage of hours earned (Satisfactory Academic Progress Standards for Financial Aid.) ~~Given our encouragement of students to utilize the SU when they can, not allowing a U to replace a grade seems punitive. Since 2020, the current repeat process was modified to allow U's to replace all grades except F. We would like the policy to match what we actually do and expand it to include Fs.~~

~~This would mean that if a student made a D and retook the course on SU basis and earned a U, they would not get credit for the course. This *could* have FA implications. (Under the current policy, the D would stand.) However, this is currently no different from any other time a student retakes a class for which they already passed.~~