

STUDENT FREE SPEECH AND EXPRESSION

DSU Policy No. 503.1.001

DSU Policy Manual: <http://www.dickinsonstate.edu/policymanual>

DSU Employee Forms: <http://www.dickinsonstate.edu/dsushared>

Reference Documents: SBHE Policy Manual, Sections 503 and 909, DSU Student Handbook, DSU Student Code of Conduct, DSU Advertising Policy 1918.002

Policy Statement

Dickinson State University (DSU) acknowledges the rights of students and others to assemble in groups on University property for peaceful rallies, demonstrations, and gatherings. DSU may establish reasonable regulations regarding the time, place and manner in which individuals exercise their free speech rights to the extent necessary to assure the safety of the campus community and the orderly operations of the institution.

At events, demonstrations, and fixed exhibits, DSU expects the rights and privileges of all individuals to be respected and that there will be no endangerment to health or safety. Events, demonstrations, and fixed exhibits must in no way disrupt normal conduct and operation of DSU affairs or endanger DSU property. The policy facilitates the exercise of these rights of free expression and assembly, and protects the DSU community.

DSU reserves the right to designate the time, place and manner of events, demonstrations, and fixed exhibits, use of amplified sound and displays of signage or other materials, in order to protect the safety of individuals and property and avoid unwarranted disruptions of DSU operations. Actions by DSU that restrict expression or assembly under this policy shall be content-neutral and viewpoint-neutral (i.e. shall not be based upon the content or subject matter presented). However, DSU may consider the effect of such activities on the safety and orderly operations of the campus when taking such action. Nothing in this policy is intended or permit any activity which is otherwise unlawful.

The policy defines DSU's forums for exercising the rights of free speech, and peaceful assembly, and advise campus constituents regarding the exercise of those rights. This policy establishes certain standards of conduct that must be observed by demonstrators and groups while using DSU property for exercising the rights of free speech and assembly. This policy applies to all individuals while on or using DSU property.

This policy is created in accordance with the First Amendment to the Constitution of the United States and North Dakota State Board of Higher Education (SHBE) Policy 909.

DSU collects lease or rental fees sufficient to cover expenses incurred during events and short-term rentals. Additionally, liability insurance or waivers may be required when hosting an event on DSU property.

Definitions

- Commercial Speech – The promotion, sale or distribution of a product or service. For the purpose of this section, commercial speech does not include the incidental promotion, sale or distribution of a product as part of the exercise of non-commercial speech.
- Constitutional time, place and manner restrictions – Restrictions on free speech which are content-neutral, narrowly tailored to serve a significant interest, and leave open alternative methods of communicating the message in question.
- Demonstration – An event that has the potential to require campus resources for which 15-day advancement may not be provided.
- Documentation of Liability Insurance – Financial liability insurance certificate that covers risk and liability associated with the provision of these services.
- DPD – Dickinson Police Department
- DSU Event – Event which furthers the mission of DSU, providing opportunities for social growth and cultural understanding, serving the recreational needs of campus, and are sponsored/supported by a DSU group. The DSU mission reads: DSU's mission is to provide high-quality, accessible programs, to promote excellence in teaching and learning; to support scholarly and creative activities; and to provide service relevant to the economy, health and quality of life of the citizens of the State of North Dakota. The DSU Core Values include: Integrity, Accessibility, Excellence and Inquiry & Innovation.
- DSU Groups – Recognized DSU clubs, departments, or organizations.
- DSU Property – Any DSU building or property owned or controlled (i.e. classroom, auditorium, housing facilities, other buildings outdoor areas) by the institution. For information related to what constitutes DSU property, contact the Office of Facilities.
- Disruptive Activity – Disruptive activity is any act that unreasonably interferes with the rights of others to peacefully assemble or to exercise the right of free expression, disrupts the normal functioning of DSU, damages property, or endangers health or safety.
- Event – An activity or occurrence that requires or has the potential to require campus resources and/or planning. This includes, but is not limited to, large events, multiple-day events, and events that have any known or past problems or potential risks (i.e. security needs, safety issues, parking requirements, etc.). Events are approved through the submission of an event approval form.
- Event Approval Form – The form completed for each requested event. Completed forms are submitted to the Office of Student Involvement & Leadership Development (SILD) for processing and approval. The decision to have a responsible party complete a facility use agreement rests with the manager of the host facility.

- Facility Use Agreement – Agreement signed by an individual or group acknowledging the use of DSU building(s)/property under described terms and conditions.
- Fixed Exhibit – Posters, ribbons, banners, flags, displays, crosses, or signs physically placed on campus property or in campus buildings.
- Free Speech or Free Expression – The rights to speech, expression, and assembly protected by the First Amendment to the United States Constitution or Article I, Section 4 of the Constitution of North Dakota. Such rights include, but are not limited to: all forms of peaceful assembly, protests, demonstrations, rallies, vigils, marches, public speaking, and distribution of printed materials, the display of signs or banners, or the circulation of petitions. For the purpose of this policy, “free speech” or “free expression” is not intended to include commercial speech.
- Host Facility – Location where an event is held.
- Nonprofit Organization – Entity organized to achieve a purpose other than generating profit; and uses its funds to achieve its goals.
- Non-Public Area – Buildings and property of the institution that are used for the academic operational mission of the institution or are designated as high hazard or restricted based on type of research/activity or security needed to further the mission of the institution.
- Non-DSU Group – Third party entity with no relation to the institution and no instructional financial support. Entities other than DSU groups and related parties.
- North Dakota Administrative Code (NDAC) – Codification of all rules of state administrative agencies, as defined by NDCC Section 28-32-02.
- North Dakota Century Code (NDCC) – Codification of all general and permanent law enacted since statehood.
- Office of Public Safety – DSU Public Safety and Security.
- Office of Student Involvement & Leadership Development (SILD) – DSU campus activities and liaison for student clubs and organizations.
- Related Parties – DSU related foundations, recognized student clubs and organizations, governing councils, Student Senate, Housing & Dining Association, North Dakota University System (NDUS) and other NDUS institutions.
- Responsible Party – Sponsor, coordinator, or entity responsible for event.
- Sodexo, Inc. – DSU Food Service Provider.
- Waiver – Agreement signed by an individual or group releasing DSU and State of North Dakota from liability.

Principles

The First Amendment to the Constitution of the United States grants that “Congress shall make no law ...abridging the freedom of speech, or of the press, or the right of the people peaceable to assemble.” As an arm of the state of North Dakota, DSU affords and protects the rights to free expression and peaceful assembly.

DSU permits the approved use of DSU buildings and/or property by the DSU community, related parties and other individuals or groups in their presentation of events which further the mission of DSU, providing opportunities for social growth and cultural understanding and serve the recreational needs of the campus community in compliance with this policy. The DSU mission reads: DSU's mission is to provide high-quality, accessible programs, to promote excellence in teaching and learning; to support scholarly and creative activities; and to provide service relevant to the economy, health and quality of life of the citizens of the State of North Dakota. The DSU Core Values include: Integrity, Accessibility, Excellence and Inquiry & Innovation. As such, DSU welcomes tournaments, meetings, camps and other events to its campus held by DSU, related parties and non-DSU groups. DSU events are given precedence over the use of buildings/property by non-DSU or outside groups. DSU encourages the free exchange of ideas. Individuals and entities granted the use of DSU property do not necessarily express the view or opinions of DSU.

To further the effectiveness of their event, protest or demonstration the responsible party is encouraged to make a request and advance arrangements with the Office of Public Safety and/or Dickinson Police Department. Advance notification enables DSU to help ensure the event takes place in a constructive and peaceable manner.

To avoid conflict with the use of space and disruption of the orderly operation of the campus, and to ensure the safety of the campus community, DSU does not allow setting up any fixed structures, including but not limited to: tables, booths, or displays, or use of DSU property without the prior, express, written permission of the Office of Student Involvement & Leadership Development and/or the Office of Facilities. Approval may be requested by contacting the Office of Student Involvement & Leadership Development for the desired date and location. To ensure availability of the desired space in/on DSU property request should be made no later than 15 days in advance of the event. Space is granted on a first-come, first-serve basis by the appropriate facility.

DSU reviews requests to assure they do not represent an unreasonable risk of harm or interference to participants, other members of the campus community, of DSU property and operations. The Office of Student Involvement & Leadership Development will work with organizations to ensure event approval forms are completed and submitted appropriately, and will subsequently ensure the form is reviewed for approval. Non-DSU groups are required to furnish documentation on liability insurance naming DSU and State of North Dakota as additional insured. DSU may waive this liability insurance requirement for nonprofit groups only.

Additionally, some campus buildings have supplemental facility and event policies and guidelines that must be followed. When making arrangements to lease or rent buildings/property,

responsible parties should inquire of the host facility to determine if any additional policies or procedures apply.

A request may be denied, and DSU reserves the right to cancel or postpone any reservation or reserved use on one or more of the following grounds:

- Conflict with a pre-existing reservation or planned use of the location that would unreasonably interfere with either event;
- Conflict with reasonable restriction on signage, display, erection of structures, sound amplification, or other aspects of the event that would unreasonably interfere with the health and/or safety of individuals, protection of property, access, traffic or the peaceful, orderly operations of DSU; or
- Inadequate notice for purposes of providing security, facilities support, or other preparations necessary for the protection of individuals and property.

DSU collects lease or rental fees sufficient to cover expenses incurred during events and short-term rentals. With justifications, the president, a vice president, a dean or their designee may waive these fees. Departments are required to deposit revenues from events, and short-term rentals into DSU funds that are utilized to support the facility.

Guidelines and Special Arrangements

Open Public Forums

While DSU's outdoor public areas are open to all DSU groups and related parties for expressive activities, whether planned or spontaneous, all events on DSU property, whether scheduled in advance or not, must be for the purposes of carrying out lawful activities without undue disruption the DSU operations, and without harming or creating a threat of harm to individuals or property. Nothing in the policy shall be construed to limited or constrain the duties and authority of DSU, nor law enforcement authorities, to maintain order and protect the public.

Open public forums are not open for commercial expression (i.e. as solicitations, advertisements, etc.), except as provided in DSU's advertising policy 1918.002.

To further the effectiveness of their event, protest or demonstration the responsible party is encouraged to make advance arrangements with the Office of Student Services and the Office of Public Safety. Advance notification enables DSU to help ensure the event takes place in a constructive and peaceful manner.

Non-Public Areas

Demonstrations, amplified sound, and signage are prohibited in all non-public areas, as is any activity that interferes with academic or operational functions. Individuals refusing to vacate premises upon request are subject to arrest under applicable municipal and state laws and may be

subject to disciplinary action by DSU. Commercial expression is prohibited in non-public areas, except as provided in DSU's advertising policy 1918.002.

Occupancy/Hours

For events requiring the use of space in a DSU building please review procedures for additional details. For an event, attention to occupancy limits and general safety of the DSU community in the space used must be met. DSU officials may require event participants to leave to remain within building/facility occupancy limits. Observance of building hours is expected of people participating in events within a DSU building and DSU officials will require that event participants leave at the time of building closure.

Amplification

Amplified sound is generally prohibited in all non-public areas and open public forum areas, but may be permitted for approved events with the prior, express approval through the event approval process.

Sound levels are not to exceed 80 decibels at any time. The proximity of classrooms, offices, laboratories and the library will be considered in approving the use of amplification. When necessary, lower sound levels may be required to avoid undue disruption of others or the normal functioning of DSU.

Guidelines for Expression and Assembly

- Commercial Literature – Commercial literature may be distributed in designated public forums only:
 1. At DSU events where the commercial activity has been pre-approved;
 2. Through publications such as *Impressions*, whose distribution on campus is pre-approved; and
 3. On DSU-approved bulletin boards per building policy/guidelines for use of bulletin boards. All other commercial solicitations are prohibited, unless authorized under and pursuant to DSU's policy for sales and solicitations.
- Damage to Property – Any damage to DSU or personal property in the course of, or as a result of, an expressive activity is prohibited. This includes damages to campus lawns, shrubs and trees.
- Disruption – Disruptions are any act that unreasonably interferes with the rights of others to peaceably assemble or to exercise the right of free expression, disrupts the normal functioning of DSU, damages property, or endangers health and safety. Disruption activities are specifically prohibited.
- Duration – Events, protests and demonstrations are normally permitted until or unless DSU officials determine DSU operations have been compromised and/or unreasonably interfere with the rights of others.
- Food Services – Food and food services must be approved through Sodexo, Inc. According to SBHE Policy 918, alcoholic beverages are prohibited upon land or in

buildings owned by DSU. SBHE 918 gives the president authority to approve exceptions to this policy.

- Force or Violence – Any attempt to impede, impair, or interfere with the operations of DSU, including official DSU events or other lawful assemblies, by threat or use of force or violence is not permissible.
- Noise-Making – Noise-making is sustained or repeated noise made in a manner that substantially interferes with another speaker's ability to communicate their message. Such expression is not permitted. Noise levels should not interfere with classes, meetings or activities in progress or the privacy of housing facilities.
- Other laws and rules – All applicable laws, rules and regulations (including, but not limited to: DSU Student Handbook, Faculty Handbook, Adjunct Faculty Handbook, Staff Handbook) must be followed whenever engaging in activities on DSU property.
- Picketing – Picketing is an orderly manner in open public forums is permitted in accordance with this policy. Such activities should not become disruptive nor should they impede access. Picketing is not permitted inside buildings or in other non-public areas.
- Symbolic Protest – Symbolic protest includes, but is not limited to: displaying a sign, gesturing, wearing symbolic clothing, or otherwise protesting silently. Such expression is permissible unless it disrupts the normal function of DSU or impedes access to buildings/property. In addition, such acts should not block an audience's view or prevent an audience from being able to pay attention to a lawful assembly and/or an official DSU event.
- Distribution of Information - DSU permits students and student organizations to distribute information via publications, banners, and posters. Chalking (writing in chalk on campus sidewalks and streets) is not permitted. All publications, banners, and posters must be approved by the Vice President of University Relations & Student Recruitment, or designee. Approval must be 15 days in advance of the event. Posters may be hung two weeks in advance of the event. Banners may be hung one week in advance. Posters and banners must be taken down by sponsoring group no later than 48-hours after event. All banners and posters must be hung by Facilities. Distribution of publications is prohibited in nonpublic areas. Non-students and non-student organizations are not permitted to distribute information via publications, banners, and posters.

Procedures

For effectiveness of an event, protest or demonstration the responsible party is encouraged to make advance arrangements with the Office of Student Involvement & Leadership Development and the Office of Facilities. Advance notification enables DSU to help ensure an event takes place in a constructive and peaceful manner.

Event Approval

DSU groups, non-DSU groups, and related parties wanting to hold an event on campus must

complete an event approval form and facility use agreement, when appropriate. DSU groups, non-DSU groups, and related parties sponsoring an event will be responsible for the planning and execution of the event in a manner consistent with all applicable DSU policies and procedures. This is best accomplished by contacting the Office of Student Involvement & Leadership Development and/or the Office of Facilities in the early stages of planning for assistance in completing the event approval form.

An event approval form must be completed by the responsible party and submitted online to the Office of Student Involvement & Leadership Development and/or the Office of Facilities for each proposed event, and must be submitted at least 15 days prior to the desired event date for processing and approval. For protests, demonstrations, or other instances in which a 15-day notice may not be possible, a request must be submitted, preferably 48 hours before the start of the event to the Office of Student Involvement & Leadership Development and/or Office of Facilities, who will determine whether an event can be executed as requested and in accordance with this policy. With appropriate advance notice, the appropriate administration representative (i.e. student group advisor, Office of Public Safety, etc.) will engage with protesters and demonstrators during the event to help assure that the event is effective, to ensure participants' safety, and to assist organizers in seeing that the demonstration does not disrupt the normal functioning of DSU. For events occurring on city sidewalks and streets adjacent to the DSU, appropriate arrangements should be made to acquire city permits and should adhere to city ordinances and applicable state and federal law.

The Office of Student Involvement & Leadership Development and/or the Office of Facilities will facilitate approval of all event approval forms. The Office of Office of Student Involvement & Leadership Development and/or the Office of Facilities may refer a proposed event to the Assistant Dean, Student Services. Upon the request of any person who is distressed by a decision regarding a request for or use of a designated public forum, the decision may be reviewed by the Assistant Dean, Student Services, and, if the objection is not resolved, then by the Provost.

Facility Fee Schedule

<https://www.dickinsonstate.edu/Assets/uploads/files/facility-rental/DSU%20Fee%20Schedule%20-%20Updated%2009-05-2017.pdf>

Event Request and Agreement

Until DSU approves an Event Request Form and a Facility Usage Agreement is fully executed, there is no legal or binding agreement between DSU and the Event Sponsor making the request.

The Event Sponsor shall not advertise the event location until DSU has approved and confirmed the use of space submitted in the Event Request Form. Advertising such event(s) prior to this time may jeopardize future use of DSU facilities. DSU is not responsible or liable for costs/damages for advertising, printing, etc.

Request Process

- Events should be requested through the DSU Event Request Form online. Once the form is received, a delegate from DSU Student Involvement & Leadership Development or

Facility Operations will contact the interested party to discuss room availability, technical needs, estimated fees, insurance requirements and rental procedures.

- Event Request Forms should be submitted at least 15 business days in advance of the event. Exceptions may be approved at the discretion of facility operations.
- Dorothy Stickney Auditorium requires additional approvals, fees, and should be requested at least six (6) months advance notice. Events requested fewer than six (6) months in advance may not be approved.
- The Facility Operations will provide a Facility Usage Agreement to the Event Sponsor, with the agreed upon dates, times, space, and estimated charge.
- The Event Sponsor will print, sign, and initial the agreement and return the signed agreement to facility operations.
- Reservations will be confirmed via email by facility operations.
- Facility Operations must receive written notice regarding agents working on behalf the Event Sponsor.

Fees and Billing

- Invoicing occurs after the event and terms are Net 30 from date of invoice;
- Billing for events is done based on the equipment requested and/or used, personnel necessary for the event and on the basis of actual time. Time begins with the agreement starting time, including set up time, and ending at the time the facility is clear and restored to its original condition.
- If there are changes or additions to the event, the user (Event Sponsor) shall bear any additional expenses.
- An estimate of charges will be assigned upon review of the application.

Cancellations

- If it is necessary to cancel an event, the Facility Operations must be notified no later than five (5) business days prior to the scheduled event. Cancellation fees are outlined in the Facility Usage Agreement.
- All date and time changes/cancellations are required to be received in writing.

Food Service

- No outside food is allowed. Right of first refusal is given to Sodexo. Please call them at 701-483-2014. All linens can be arranged through Sodexo.

Internet

- A secured guest wireless internet connection is available. Please let the Facility Operations know that you will need wireless internet connection.
- Guests need to sign the guest login sheet which is retained by Facility Operations.

Parking

- Parking regulations are enforced seven days a week.

- Parking is permitted in marked spaces in “Student/Visitor” lots only.
- The loading ramp behind Dorothy Stickney Auditorium is for loading/unloading or accessible parking only.
- [For a full list of guidelines and rules click here.](#)

Liability

Event Sponsor will hold DSU harmless and indemnify it against any public liability and/or property damage liability which may arise or accrue by reason of the use of the premises by the Event Sponsor.

Insurance

- The Event Sponsor shall furnish to the University certificates of insurance and a copy of the additional insured endorsement showing DSU as an additional insured.
- The coverage must be for a minimum of \$1,000,000.00 of liability. The certificate of insurance must be received by the Facilities office at least 30 days prior to the scheduled event or the agreement and the event may be cancelled.
- [For a full list of guidelines and rules click here.](#)

Office of Public Safety

Events held on or in DSU property may require support from DSU Office of Public Safety at the expense of the host of the event. It is the responsible party or person requesting the event duty to contact DSU Office of Public Safety at least 15 days before the event to determine if security arrangements are necessary (including parking). For protests, demonstrations or other instances in which a 15 day notice may not be possible, a request should be submitted at least 48 hours before the start of the event to facilitate coordination and assurance that participants’ safety and to assist responsible parties in ensuring the demonstration or protest does not disrupt the normal function of DSU.

The need for Public Safety support is determined by the Assistant Dean, Student Services. The determination will be based on assessment of the event based on content and viewpoint neutral criteria including, but not limited to: size of anticipate event, type of space/building/property being utilized, nature of event, event limitation to campus community or open for general public, and other pertinent factors.

For most events, one officer is needed for every 100 people anticipated to attend; for concerts, one officer is needed for every 50 people anticipated to attend. If additional officers are needed during an event, the additional costs are born by DSU (i.e. an event hosting 1,000 attendees would need to pay for 10 officers; however, if a security review indicates four (4) more officers may be needed based on prior incidents, DSU will cover the costs of the additional officers required). The responsible party and participants must cooperate with DSU Office of Public Safety, local law enforcement and DSU with respect to all security arrangements. Individuals

that have not been approved to hold an event on DSU property in advance may be asked to reschedule based on DSU's ability to safely support the event.

Liability Insurance and Waivers

DSU strives to mitigate potential risks, and provide for well-planned, successful campus events. DSU Risk Management assesses the potential risk involved with, and under what conditions it is appropriate to hold, events on its campus. This includes reviewing events to assure they do not represent an unreasonable risk to participants, other members of the campus community, or DSU property. All assessments made by DSU Risk Management are made based on view-point and content-neutral factors.

Non-DSU groups are required to furnish documentation of liability insurance naming DSU and the state as additional insureds. The responsible party using the building/property must furnish documentation of liability insurance to the Office of Student Affairs. Liability insurance covering the event is to name DSU and the State of North Dakota as additional insureds with limits of liability no less than \$250,000 per person and \$1,000,000 per occurrence. Lower insurance limits may be approved on a case by-case basis. The Office of Public Safety will refer the responsible party to the Office of Student Affairs to discuss insurance options as necessary.

DSU may waive the liability insurance requirement for nonprofit groups and small events only. If not a nonprofit or small event, the liability insurance may be replaced by a waiver signed by all participants, and a parent or guardian of a child participant, releasing DSU and the state from liability. The decision to accept waivers in lieu of insurance is made by the Office of Student Affairs. It is the hosting department's responsibility to obtain and retain these documents. For additional information and/or clarification, the department should contact the Office of Student Affairs.

Each department with a desire to lease or rent space for tournaments, meetings, and other events must create a liability waiver form. To encourage consistency across campus, a sample template is available for modification. Other forms are available through the Office of Student Affairs. If the provided liability waiver template is used without modification, document approval from the Office of Student Affairs is not required. However, if alterations are made to the template, a department must have the liability waiver form reviewed and approved by the Office of Student Affairs. Departments are responsible to obtain and document this review and approval. It is suggested that the department include the last date the document was reviewed by the Office of Student Affairs in a footnote in the liability waiver document.

Credit is provided to the University of North Dakota who allowed DSU to model portions of the DSU Student Free Speech and Expression Policy after the UND Free Speech and Expression Policy.

Policy History

Approved/Adopted by the President's Cabinet

