

MEMORANDUM

TO: Fort Wayne Senate

FROM: Ad Hoc Management Agreement Committee

DATE: 8 September 1997

SUBJ: Recommendations on Management and Academic Mission Agreement

DISPOSITION: To the Presidents and the Boards of Trustees of Indiana and Purdue Universities

WHEREAS, President Beering and President Brand have invited the faculty of Indiana University- Purdue University Fort Wayne to submit comments and recommendations regarding the Management and Academic Mission Agreement prior to the end of September 1997;

BE IT RESOLVED, That the Fort Wayne Senate recommend the changes noted in the attached text of the Management and Academic Mission Agreement.

MANAGEMENT AND ACADEMIC MISSION AGREEMENT

INDIANA UNIVERSITY-PURDUE UNIVERSITY FORT WAYNE

THIS AGREEMENT ~~dated effective~~ as of July 1, ~~1993~~ **1998**, is made between THE TRUSTEES OF INDIANA UNIVERSITY (Indiana) and THE TRUSTEES OF PURDUE UNIVERSITY (Purdue) to provide for the management, operation and academic mission of Indiana University-Purdue University Fort Wayne. This Agreement supersedes the Management and Academic Mission Agreement which became effective July 1, ~~1988~~ **1993**.

1. Effective Date. On and after July 1, ~~1993~~ **1998** (effective date), the campus of Indiana University and Purdue University in Allen County, Indiana (IPFW) shall be managed as provided in this Agreement. This agreement becomes effective immediately upon approval of the Trustees of Purdue University and Indiana University, and continues until July 1, ~~1998~~ **2003**, unless terminated mutually by Indiana and Purdue before that date.

2. Responsible Corporation. Purdue is hereby designated as the responsible corporation with full power, authority and responsibility to manage and operate IPFW for the benefit of Indiana University and Purdue University and do all things necessary and proper for that purpose. ~~In the management and operation of IPFW, Purdue shall act in its own name and shall not act or be deemed to act as the agent of Indiana University; Purdue hereby indemnifies and agrees to hold harmless Indiana University against any cost, expense, loss, damage or liability whatsoever on account of any undertaking, act or omission on the part of Purdue with respect to the management and operation of IPFW~~

~~under this Agreement (excepting therefrom those acts or omissions on the part of Indiana pertaining to its responsibilities under this agreement).~~

3. Assignment of Academic Missions. Indiana University and Purdue University shall be assigned specific academic, research and public service missions in the operation of IPFW as mutually agreed upon from time to time and approved by the respective Boards of Trustees. The current assignment of missions is as follows:

A. Indiana University has been assigned the following academic mission areas:

1. Allied Health Sciences
2. Business
3. Dental Education
4. Economics
5. Education, including Health, Physical Education and Recreation
6. English and related disciplines
7. Fine Arts
8. General Studies (AGS and BGS degree programs)
9. Geosciences
10. History
11. Journalism
12. Labor Studies
13. Liberal Studies
14. Library and Information Sciences
15. Medicine
16. Modern Foreign Languages
17. Music
18. Political Science
19. Public and Environmental Affairs
20. Sociology and Anthropology
21. Women's Studies

**Purdue University has curriculum authority over all secondary education programs offering majors in disciplines of their mission assignments. Indiana University acts in a service capacity in these areas where Purdue has the mission. With regard to minor areas, the teacher certification endorsements will be under the control of that University which awards the degree.*

B. Purdue University has been assigned the following academic mission areas:

1. Agriculture and related disciplines
2. Audiology and Speech Sciences
3. Biology and related disciplines
4. Chemistry
5. Communication
6. Computer Science
7. Consumer and Family Sciences
8. Engineering
9. Engineering Technology (including Civil and Architectural Engineering Technology, Manufacturing Technology, and Electrical **and Computer** Engineering Technology)
10. Human Services
11. Mathematics (including Statistics)
12. Nursing
13. Organizational Leadership and Supervision
14. Philosophy
15. Physics
16. Psychology
17. Theatre
18. Women's Studies

C. Mission Responsibility and Authority. The institution which holds the mission in a particular profession or disciplinary field (1) shall approve the appointment of all faculty members, part-time and full-time, who offer instruction in that field at IPFW, (2) shall have full control of all curricula in the field, including extensions thereof, (3) shall award all credit and degrees (associate, baccalaureate, professional and/or graduate) in the field, and (4) shall supply all services or support courses in that field required by students

pursuing degrees in a different field ~~with the other institution~~, and (5) shall approve the appointment of the dean or director of a school, unit, or division, but in the case of a school, unit, or division containing missions of both Universities, such an administrative appointment will be approved by the Presidents of both universities. With the exception of certain professional degrees (e.g., Nursing and Business) Master's and doctoral education programs are system-wide responsibilities of Indiana University and Purdue University. ~~Existing assignments of responsibility for secondary mission areas will continue unchanged.~~ **(The term "secondary mission areas" should be defined and the areas listed.)**

4. Administration. The Chancellor is the Chief Executive Officer **and is responsible for all matters, academic and fiscal, on** of the Fort Wayne Campus. He/she will be appointed and employed by Purdue University with approval of Indiana University and will report **directly** to the Purdue President **regarding these matters**. All other administrative officers will also be appointed and employed by Purdue University **and report to the Chancellor.**

5. Faculty. Purdue will appoint and employ all new full-time and part-time faculty members, including those who function in Indiana University mission areas. All faculty members who function in mission areas assigned to Indiana University shall first be approved by Indiana, and Purdue agrees to employ only persons so approved. **All faculty functioning in Indiana University mission areas shall hold regular faculty appointments (not adjunct appointments) at Indiana University, and be entitled to all rights and privileges outlined in the *Indiana University Academic Handbook*. Such faculty shall hold or earn campus-specific tenure at Indiana University.** Academic rank designations and changes therein from time to time, for personnel functioning in Indiana mission areas, shall be specified by Indiana; and for such persons, initial salary levels, and subsequent adjustments will be established by Purdue University in consultation with Indiana University. All members of the faculty, regardless of their initial appointment, will continue to earn or have campus-specific tenure. All new appointees will be on the Purdue pay and benefits plan; continuing Indiana University faculty will have the option to select the Purdue program if they so desire.

6. Students.

A. Admission. All students shall be admitted as either Indiana or Purdue students in accordance with the degree program elected by the student and using the standards of Indiana and Purdue. Academic records will be maintained and documentation furnished as required by each institution for the granting of degrees.

B. Fees. Purdue shall establish, charge, and collect all tuition, fees, and other charges from students and others using the facilities of IPFW.

C. Student Organizations and Discipline. Purdue shall be responsible for all policies related to student matters. IPFW student rights, responsibilities, and standards of conduct will be established by campus administrators in consultation with the student and faculty government organizations and with the IPFW Community Advisory Council and shall be consistent with the principles established by Purdue and Indiana Universities.

D. Student Financial Assistance. Purdue shall manage all student financial assistance policies, including those related to awarding scholarships, grants, and loans to students. Funds may be made available for financial aid purposes by both Indiana and Purdue. Purdue shall be responsible for the collection of long-term student loans.

7. Administrative, Clerical and Service Personnel. All administrative, clerical and service personnel of IPFW shall be employed by Purdue which shall be solely responsible for such personnel.

8. Vacation and Other Benefits to Indiana Personnel. All Indiana personnel, including faculty, who are subsequently employed by Purdue shall be given credit for past service to Indiana whenever such service is a factor in determining salaries, wages, and fringe benefits, and all such personnel shall be entitled to all vacation and sick leave earned.

9. Business Operations. From and after the effective date, Purdue will continue to be responsible for all business operations of IPFW. On the effective date Purdue will continue all responsibility and liability for accounting, purchasing, contracts, fiscal management and control, telephone operations, parking facilities, safety and security, custodial services, building maintenance, building operations and insurance and utility charges for services rendered after the effective date.

10. IPFW Faculty Senate. The IPFW Faculty Senate will be delegated the usual responsibilities of faculty governance, including review and recommendation of policies and procedures regarding the curriculum, the academic calendar and other appropriate faculty and student matters.

11. IPFW Community Advisory Council. The IPFW Community Advisory Council ~~will be created and~~ will consist of nine members, **at least seven of whom shall be residents of the area served by IPFW**, serving three year staggered terms. The Presidents of Indiana and Purdue and the Chancellor will each appoint three members of the Council. One member appointed by each President shall be a Trustee of Indiana or Purdue. One member appointed by the Chancellor shall be an alumnus of IPFW. ~~The operative needs of the Council shall be provided by the Chancellor's office, including but not limited to clerical, meeting facility and minor budgeting items.~~ **The Chancellor's office will supply the operative needs of the Council, including, but not limited to, clerical support, meeting facilities, and expenses; the Chancellor will ensure that the information required by the Council for its purpose is provided.** The council will annually elect its own officers. The Council will meet ~~periodically~~ **at least quarterly** to perform its responsibilities under this Agreement and, in consultation with the Chancellor **and the elected leaders of the faculty**, ~~to address questions relevant to~~ **to make recommendations regarding** IPFW's operation, future development and budget requests.

12. Sponsored Programs. Purdue will administer sponsored programs under the existing policies and procedures. Indirect costs recovered from grants and contracts awarded to the Fort Wayne Campus shall be a part of the operating funds for the Fort Wayne Campus.

13. Patents and Copyrights. All patents and copyrights resulting from discoveries, inventions and material conceived or prepared prior to the effective date by Indiana or its personnel shall remain the property of Indiana. All subsequent patents and copyrights related to the activities of IPFW personnel shall be the property of Purdue.

14. University Coordination. The Presidents will continue to consult regularly regarding recommendations made by the Chancellor on all major matters such as budgets, key personnel appointments, benefit policies, legislative issues, including appropriation requests, major capital improvements and community concerns. The Trustees of Indiana and Purdue, recognizing the need for IPFW to develop unique policies and practices in support of its own mission, ask the Presidents to encourage within the University systems opportunities for flexibility and autonomy and ask the Chancellor to consult regularly with the IPFW Community Advisory Council about such policies and practices. **Pursuant to this objective the Trustees of Indiana and Purdue direct the Chancellor and the faculty of IPFW to develop during the term of this Agreement campus policies and procedures regarding the handling of grievances of academic appointees, research misconduct, and the regulation and protection of intellectual property. Upon approval by the Chancellor and the faculty, these policies and procedures should be submitted to the Boards of Trustees for consideration.**

15. Binding Effect. This Agreement shall be legally binding upon Indiana and Purdue when authorized and approved by the respective Boards of Trustees and executed by duly authorized officers.

CERTIFIED COPY OF EXCERPT FROM
MINUTES OF THE TRUSTEES OF INDIANA UNIVERSITY

From minutes of the meeting of May 5, 1993

B. FACULTY RELATIONS COMMITTEE

Trustee Eichhorn reported that the Faculty Relations Committee met in joint session with the Student Affairs Committee with all Trustees present. He stated that additional business of the Faculty Relations Committee included a proposed agreement between Indiana University and Purdue University with respect to the management mission at the Fort Wayne campus. He reported the recommendation of the Faculty Relations Committee that the agreement between Purdue and Indiana University at Fort Wayne be approved in accordance with the following resolution:

RESOLUTION

The Trustees of Indiana University approve the proposed Agreement between the Trustees of Indiana University and the Trustees of Purdue University, to be effective July 1, 1993, subject to the understanding with respect to Section 5 ("Faculty") that all faculty functioning in Indiana University mission areas shall hold regular faculty appointments (not adjunct appointments) at Indiana University, and shall hold or earn campus specific tenure at Indiana University.

Unanimously approved on motion duly made and seconded.

CERTIFICATE

I, J. Susan Parrish, do hereby certify that I am the duly elected, qualified and acting Secretary of The Trustees of Indiana University, and as such have the duty of recording the proceedings of The Trustees of Indiana University and have the custody of the minute book in which such proceedings are recorded.

I further certify that the extract set forth in the certificate has been compared by me with the original minute as officially recorded in the minute book of said Trustees in my custody, and that the same is a full, true and correct copy of the whole of the original minute of a regular meeting of said Trustees, duly called and held on the date indicated, at which a legally constituted quorum was present.

In Witness Whereof, I have hereunto set my hand as Secretary of The Trustees of Indiana University, this 27th day of May of 1993.

(signed)

J. Susan Parrish, Secretary

THE TRUSTEES OF INDIANA UNIVERSITY