

**Minutes**  
**Indiana University**  
**UNIVERSITY FACULTY COUNCIL**  
**IU Foundation, Bloomington**  
**November 27, 2007**  
**1:30 P.M. - 4:30 P.M. (EST)**

**Attendance**

**MEMBERS PRESENT:** Karl Besel, Christian Bjornson, Julie Bobay, George Bodmer, John Carini, Donald Coffin, Rosanne Cordell, Angela Courtney, Janice Cox, David Frantz, Trevor N. Fulk, Laura Ginger, Dennis Groth, Karen Hanson, Kevin Hunt, Marilyn Kintzele, Lloyd Kolbe, David Lindquist, Bryan McCormick, Bart Ng, Sandra Patterson-Randles, Ruth Person, Markus Pomper, William Potter, Lisa Pratt, Paul Rohwer, William Schneider, Martin Spechler, Herb Terry, David Vollrath, Joe Wert, Karen West, Kim White-Mills, Marianne Wokeck

**MEMBERS ABSENT WITH ALTERNATES PRESENT:** Matt Jarson for W. T. Wright

**MEMBERS ABSENT:** Simon Atkinson, James Baldwin, Charles Bantz, Bruce Bergland, Jacqueline Blackwell, Mary Fisher, Patricia Foster, Steven Gerencser, Floella Gonya, M. Gail Hickey, Terrence Mason, Anna M. McDaniel, Ann McNally, Michael McRobbie, Michael Nusbaumer, Nasser Paydar, Una Mae Reck, Deanna Reising, Richard Shockley, Alex Tanford, Rosalie Vermette, Michael Wartell, L. Jack Windsor

**GUESTS:** Karen Adams (President's Office), Elizabeth Johnson, Julie Knost (Affirmative Action), David MacKay, Brad Wheeler (VPIT), Craig Dethloff (BFC Office), Robin Murphey (BFC Office)

**Agenda**

1. Approval of Minutes  
<http://www.indiana.edu/~ufc/docs/AY08/minutes/09.25.07.htm>
2. Presiding Officer's Business (10 minutes)  
(Professor Bart Ng)
3. Agenda Committee Business (10 minutes)  
(Professors Bart Ng and Lisa Pratt)
4. Question/Comment Period\* (10 minutes)  
(Professors Bart Ng and Lisa Pratt)
5. Family Leave Policy [DISCUSSION]  
(Julie Knost, Director Office of Affirmative Action, and Elizabeth Johnson, UFC Fringe Benefits Committee Co-Chair)  
<http://www.indiana.edu/~ufc/docs/AY08/circulars/U4-2008.pdf>

6. Process for Reviewing Changes Made to the Intellectual Property Policy [DISCUSSION]  
(Professors Bart Ng and Lisa Pratt)

7. Break

8. Credit Transfer Issues [DISCUSSION]  
(Professors John Carini and Kathy Marrs)  
<http://www.indiana.edu/~bfc/docs/AY08/circulars/CCTransferCreditPolicy-9-20-07.pdf>

9. Old Business/New Business

**AGENDA ITEM #2 and #3: PRESIDING OFFICER’S BUSINESS and AGENDA COMMITTEE BUSINESS**

**NG:** As you can see the President will not be joining us today. I believe he is in China somewhere. Anyway, I don’t really have—I’m always puzzled when I read any agenda say “the Presiding Officer’s business.” Well, like I said, I don’t really have a business or something but anyway, I don’t really have anything to report other than to say that the Agenda Committee met this morning and we discussed various issues which are; we had a very extensive discussion on the three issues that are going to appear on the agenda today. So rather than me repeating what was said or summarizing it, I think we can go directly to the agenda items with one correction, under Agenda Item #5, Family Leave Policy, Elizabeth Johnson is going to be with us. She’s here. She’s the co-Chair of the UFC Fringe Benefits Committee.

**PRATT:** BFC.

**NG:** BFC, and also the UFC.

**JOHNSON:** No.

**NG:** No, not this year, because...?

**PRATT:** Richard Shockley.

**NG:** ...Oh, because Richard Shockley. Excuse me, you got two co-Chairs. So they are co-co-Chairs. Okay, I got it. But anyway, she is going to be here representing the Fringe Benefits Committee and she can help us sought out some of the changes and what are the new issues with this policy.

**AGENDA ITEM #4: QUESTION/COMMENT PERIOD**

**NG:** So I will be happy to open the meeting for questions. If you have any questions that you want to pose, Lisa and I will be happy to make our best attempt to answer them. Herb?

**TERRY:** It’s a question and comment period so I have a comment. It’s motivated by the lead story in this morning’s Indianapolis Star, and it sort of relates to our discussion of Family Leave and with respect to families and family issues. This morning’s Star reports a survey indicating

declining but still substantial support among Hoosiers for a constitutional amendment prohibiting/against same sex marriage and potentially prohibiting the granting of benefits of this that get to go to married partners to other units. This council got a little behind the schedule a couple of years ago or a year or so ago, and adopted a resolution indicating that it opposed this constitutional amendment after many leading industries including if I remember right Lilly and Cummins and others said that they thought it was a bad idea. We don't meet again until late January I believe, by then the General Assembly may be taking this up. And if it's appropriate, I hope our leaders will do what they were directed to do a couple of years ago, which was to send that resolution to the leaders of legislative committees and others that might be considering this constitutional amendment again and reinforce the position of the University Faculty Council that this is a bad idea.

**NG:** So you are saying that we should send that resolution again?

**TERRY:** Well, if it's reintroduced. The story in the Star this morning was that despite a decline in support among Hoosiers for this idea, some members of the General Assembly were still saying that they would reintroduce it and it would come up again. If it does I hope this time we won't wait for Cummins and others to weigh in but we'll just remind them of what we did before and what our position is on it unless we plan on taking it up again and change our position on it.

**NG:** So are we saying now we should actually see if it's going to be brought up and then we send it that.

**TERRY:** I would do that. I don't know. You may want to do that. That would be my recommendation.

**NG:** Thank You Herb. Markus?

**POMPER:** In that case, I would suggest that we also include in this resolution if it ever comes up that our legislative liaison get involved and oppose this measure or oppose this amendment Last time they didn't do it.

**NG:** Yeah, ok, thank you. Marty?

**SPECHLER:** Bart, I just...

**NG:** I'm not trying to ignore you really. Go ahead. It's a just a joke. It's a private joke.

**SPECHLER:** You didn't succeed in any case.

**NG:** I know, I know, I should know better, Marty.

**SPECHLER:** Well I was so heartened, Bart, by your reception of the suggestion that we go over the role of part time instructors at Indiana University. Some members of the council and you, Bart, may have seen a large article in the New York Times last week "\_\_\_ Pride for our Society" being taught by people who do not have the benefits of tenure or the promise of tenure

in the future. And the article went on to say that some research which was not cited, indicated that retention rates are lower in students that are taught largely by part timers and that advising and instruction is not as good when so taught. Obviously this is a questionable matter, but the protections of tenure in a public university are unquestioned. Now, Bart, what I'd like to request and bring to the attention of the Agenda council is that we need a survey, a census in fact of who is teaching our classes at Indiana University. We always get every year a survey of academic appointments and we keep a close eye on the number of non-tenure eligible faculty relative to others and properly so. But as you understand Bart that's very far from the other question of who is teaching our classes. They are AIs, they are part timers, and nobody would deny the great advantages that can come from that but it can be overdone. So I'd like to again, propose, that our agencies which we now have for institutional research be asked to do such a census and to actually to see class by class insofar as possible who is doing the teaching at Indiana University and then to examine what those results are and if possible its consequences. Thank you.

**NG:** Thank you Marty. Any comment on that suggestion? We could certainly, ok, I will certainly raise this issue with the Agenda Committee. Thank you. Any other questions? If not, we will then move on to the next item which is the Family Leave Policy. This is the, yes?

#### **AGENDA ITEM #1: APPROVAL OF MINUTES**

**HUNT:** Don't we need to approve the minutes?

**NG:** Oh, I'm sorry, you see? Just tell me. Ok, do I...? That's right with the change, we are already halfway through the agenda. We'll approve it, how's that? We are very democratic here. So anyway, do I hear a motion to approve the agenda? Second? Alright, all those who approve will say, "aye." ("Aye") All those who oppose can leave the room. Thank you, thank you very much Kevin.

**VOLLRATH:** I think he was referring to the minutes.

**NG:** Yeah. I actually should have looked at it. The first item is approval of minutes. But I was so taken by the fact that I have to say something as Presiding Officer (laughter) and I said something which just totally, you know, messes things up. Well, I'm not very good at running meetings. I wish the president was here. Karen, tell him we miss him.

**ADAMS:** I will pass that along.

#### **AGENDA ITEM #5: FAMILY LEAVE POLICY**

**NG:** Alright, Family Leave Policy. Well, perhaps I should start by giving a very, very brief history and I hope Elizabeth and also Julie can, you know, correct me if I misstate anything. This policy has actually gone through this body four years ago. We in fact approved a policy, the Family Leave Policy that replaces the current so-called interim policy. And when that was brought up before the trustees, there were a lot of questions that were raised and eventually the

policy was sent back and the president was asked to perhaps work on a policy and gather more information especially about its cost and so on and so on. Then in the last two, three years you know more or less they kind of, I wouldn't say ignored, but rather kind of put on the back burners because of so many pressing issues that came before that we had to deal with. So at the beginning of this semester or should I say, at the end of this academic year, the interim policy will be expiring so we have to replace the interim policy with a policy that is permanent. So we went and actually discussed the problem with President McRobbie and we decided at this stage it would be best, at that point we decided it would be best to take a very collaborative approach in, to, you know, work on this policy again. By that I mean, that, you know, we will work with the administration and at the same time we'd try to clue in the trustees as quickly as possible under the suggestion of President McRobbie and we then proceeded on that assumption. In the meantime, I think one thing that we have to in this case I want to say, I want to just bring up a point. The presumption in the last few years has always been that this is a policy that comes from the University Faculty Council. So it's a faculty policy and we're supposed to craft a policy as a body, approve it, and then sign off and then the administration will then \_\_\_\_\_.(LARGE blank space on tape – comments lost) You know he can actually take that up to the trustees as an information item. He doesn't need, you know, trustees' approval. So this is really, a fundamental change of the process, so to speak. And I think Julie and Elizabeth can actually add to that a little bit later. They are in fact really the players deeply involved in crafting this process. So what we hope to accomplish today is that, one for both Elizabeth and Julie to fill in the details on the history as appropriate and also at the same time we can talk about the process from here on out; how we want to manage it, time frame, and they will also tell you more about the difference, the details. There is in fact, I mean, we approved a policy as I said several years ago and because of some new developments I'm looking at a policy afresh, they make certain changes that in some sense are not fundamental are not substantive but in some sense add to the policy so they want to actually tell you more about those differences. And finally they want to let you know what is the process they want to put in place to take comments, okay? So with that introduction perhaps either Elizabeth or Julie, you can take up the discussion?

**JOHNSON:** I think I'll go first and just point out a few things here that are different from the policy that was, it was actually passed in 2005, the Paid Family Leave Policy from this council, and then we have the Partially Paid Family Leave Policy. The most striking difference is that this is for a fully paid leave up to twelve weeks rather than the fifteen weeks that was in both the, it is in the Partially Paid Family Leave Policy and was in the Paid Family Leave Policy. The eligibility is for, you're eligible, all academic appointees both ten and twelve month academic appointees are eligible, after two years of continuous full time Indiana University service. And this differs from the current Partially Paid Family Leave Policy. And the eligible family members, this definition has changed. It's different from both of the policies both the one we have currently, the partially paid and the policy that was previously approved in 2005. The definition of family members that's included here is based on the staff policy for FMLA, the federal Family Medical Leave Act. The leave frequency is here. It's up to twice every five years. This is the same as was suggested in 2005. It differs from the policy that we have the partially paid family leave now which is once every three years. So there's slight differences. The twelve weeks is the biggest issue. That turns out to be interesting, but the easiest thing is to pin it to the FMLA. They use the period twelve weeks. It's a period of time that is common in

family leave policies. And Julie can fill you in more on why fifteen weeks doesn't make any sense now although it used to.

**KNOST:** Which is that when we changed over on our personnel policies in general on the HRMS system, we used to have 15 weeks set as the semester, but because you now are paid on August 1 rather than August 15, our actual semester is somewhere around 18 weeks long and so 15 weeks has no meaning if we were looking at a semester amount. The twelve weeks was arrived at because it is a consistent amount that works both with the federal standard but also because this policy, one of our objectives was to deal with people who are on twelve month appointments or are paid on a monthly basis versus a semester basis. So we have research associates and so forth that their timing is not tied to the semester. Their grants for example may not even be tied to the same calendar year that we are. So the twelve months was the amount that was then established as the threshold.

**NG:** By the way, you heard the two terms "Partial Family Leave" and "Family Leave." Just for a point of clarification for those who are new to this council. The "Partial Family Leave" is in fact the interim policy as we have it now. The so-called "Family Leave Policy" is the policy that was approved by this council in 2005. That was the one that was never adopted. So not having that adopted, the trustees approved a continuance on the Partial Family Leave, that is the policy under which we are operating now. Any questions?

**WHITE-MILLS:** (from Polycom) Excuse me I do have a question, I couldn't quite make out..

**NG:** Can you identify who you are because we don't see you here.

**WHITE-MILLS:** Yeah, sorry Bart.

**NG:** No problem.

**WHITE-MILLS:** Kim White-Mills from the School of Liberal Arts at IUPUI.

**NG:** Hi, Kim. Very good, go ahead.

**WHITE-MILLS:** I didn't quite hear the definition of family, and so I don't know the definition of the old one or the new one. Could someone repeat that please?

**NG:** Sure, Elizabeth will try to clarify that for you, Kim.

**WHITE-MILLS:** Okay.

**JOHNSON:** Yes, the definition, the eligible family members that's in the policy that is currently being presented is, consists of spouse, domestic partner, parent, dependent child, or dependent child or parent of the appointee's spouse or domestic partner. That's what we're currently proposing. In the paid family leave policy that was approved in 2005, siblings were included in that. Sister and brother and grandparent and grandchild were also included. In our current policy, the Partially Paid Family Leave Policy, the family members who are included are

the appointee's spouse, child or parent and that is extended to domestic partner under our current benefits practice.

**WHITE-MILLS:** Very good. Thank you.

**NG:** Marty?

**SPECHLER:** Yeah, I'm Martin Spechler from Economics at IUPUI. Well this is certainly a generous policy and a move forward in my opinion, I think there are some ambiguities here. Let's first of all, it does appear reading this that an appointee has the right to twelve weeks without regard to an agreement or any kind of arrangement with the department, but for the second twelve weeks if there is consecutive, two consecutive leaves then an agreement, it says, "he or she must reach an agreement with the relevant academic unit." Okay, so my reading of this is that the first twelve weeks is entirely up to the appointee to take. That is, he or she has the right to take this. The second twelve weeks, if it's continuous, the appointee does not have the right to take it, but must secure the agreement of the unit head. Is that correct? I'm talking about "Flexibility and Teaching Assignments" on the back...

**KNOST:** The agreement has to do with teaching assignments, not about whether you can take it. That is, that you have to work out your schedule if it's going to cross over two semesters. So with your department you're going to work out whether you're going to teach an eight week session then you're off eight weeks. So it has to do with the teaching assignment and the assignment of duties.

**CARINI:** Oh, within a single twelve week period.

**KNOST:** Yes.

**SPECHLER:** Well...

**JOHNSON:** Yes, if it's consecutively.

**KNOST:** If it goes over two semesters.

**SPECHLER:** Okay, I think that comes to the same thing. If a unit head says, 'Well you have the right to this unpaid leave, but I've scheduled these courses and of course you have to teach them.'

**KNOST:** Except that ultimately the authority for implementation goes to the, either the Dean of Faculties or the executive academic officer on the campus if there's conflict within the department. I mean, is your question about whether a department can deny it?

**SPECHLER:** Well that's the way it's written.

**KNOST:** No, I think that it also says however about implementation at the bottom that ultimately it would be the Vice Chancellor of Academic Affairs or the Dean of Faculties that

would resolve that. And that's the way the current practice is too. There's implementation across campuses on this implementation currently, and that's where it is resolved.

**SPECHLER:** Well, I think it could be clearer on this point because to my reading is regardless of the implementation which I also read is that you must have the agreement of your unit head with respect to teaching responsibilities.

**NG:** Marty, maybe it would be helpful for you to read exactly which paragraph you are reading, from which you derive that interpretation.

**SPECHLER:** Right, this is the third paragraph on the second side of this. It says, "When a proposed leave would prevent an appointee from carrying out his or her regular teaching responsibilities for two consecutive semesters..."

**UNKNOWN FEMALE SPEAKER:** "...in two consecutive semesters."

**SPECHLER:** "...in two consecutive semesters, he or she must reach an agreement with the relevant academic unit that meets the needs of both the appointee and the academic unit." Now, my interpretation of that is that if the leave is just for one twelve week period, you have the right to it.

**KNOST:** No, this is one twelve week period it's talking about. Two consecutive semesters the twelve weeks spans over two consecutive semesters.

**SPECHLER:** My reading is that if it's for two or in two consecutive semesters, which means either twelve weeks over two semesters or two consecutive twelve weeks, either.

**NG:** I think that if that sentence appeared by itself in isolation one can take that interpretation, but if you read the entire document and read that sentence in context. I myself, personally, certainly do not get that impression. I do not know about...

**PRATT:** Right here, it's covered under "Leave Frequency."

**NG:** Yeah, "Leave Frequency." Yeah, so in the first page, "Leave Frequency" that Lisa pointed out to me.

**PRATT:** ... under "Leave Frequency" you have to return.

**MCCORMICK:** If I could?

**NG:** Bryan?

**MCCORMICK:** Although I do see part of the confusion because if the leave if the entire twelve week period is within a single semester, there is no need to negotiate with the department head as I read it under this particular one. However, if the twelve week period crosses over into a second semester then there is a need to negotiate. That's what, I do see some lack of clarity in that. In

that if it takes place in a single semester, this aid doesn't appear to apply. This "Flexibility and Teaching Assignments" part 1 does not appear to apply.

**KNOST:** You know, this really is about record keeping and that is that we keep records on all of these through Dean of Faculties and so forth and so they want them in written agreements so that it addresses when the leave is occurring, what the duties and responsibilities are and whether or not the tenure clock stops. And so that's why this was written in. It was on advice from the academic officers that said for their record keeping to have a clear understanding of where everyone is on their tenure clock, on the leaves and on what the arrangements for duties are and to deal with things like ghost employment where you have people often that are you know need to have an assignment of duties that is not spanning a period of time that's not covered by the leave that they then have then some means of dealing with that. Because when it's entered on a semester basis, it's entered at the beginning of the semester, goes into the system on a semester basis as a regular recording in their implementation. It's really an implementation issue. But it's trying to address the fact that it's really the second part of that. Look, it's trying to signal to the departments, 'Work it out! You can have some alternatives here.' It gives the departments some flexibility to say, 'We can ask you to do an eight weeks session or we can ask you to meet with graduate students or we can ask you to do other types of duties if you can't meet a full teaching schedule.'

**NG:** Just to answer Bryan's point, I think you made a very good point. It's just if you look at the policy, there is in fact a paragraph which I thought was fairly encompassing under "Flexibility and Teaching Assignments," paragraph number 2: "All agreements must be committed to writing signed by the appointee and head of the relevant academic unit and approved by the Dean of the Faculties and blah, blah..." Right? That paragraph, it seems to me that the very location where it appears gives the impression as Bryan said that it only applies to flexibility of teaching agreements. That paragraph in fact can be put somewhere else. Don't you think? That could actually address the problem that Marty may be misled into reading.

**SPECHLER:** Well I really think that we can do a little bit better.

**NG:** I'm sure we can.

**SPECHLER:** If the intent is to say that a person has a right to do this, but should consult with their unit head, then that's one thing and that's okay with me. But I see potential for conflict here, and beyond that, I originally thought that you could take two twelve week leaves within five years back to back. There's nothing that prevents that.

**GINGER:** It's says you have to come back, Marty.

**SPECHLER:** After the leave, but it doesn't say after one leave.

**NG:** So Julie, you may want to take that into consideration and Elizabeth, maybe that language under paragraph two can actually be put up front. Yes? Ok? Yes, Herb?

**TERRY:** I can think of one other circumstance where we grant people a leave from their normal obligations but expect them to return. And that's after the receipt of a sabbatical. Is it intended that this trump that? If a family emergency occurs in that year when you're back from your sabbatical and you're required to be there, would this supersede that or not?

**KNOST:** I have no idea

**JOHNSON:** I have no idea either. I suspect it does now. I imagine if you're sick...

**TERRY:** I don't know if we've had this occur, I can't think of an instance where it had occurred, and it would be nice I would think to indicate to unit heads what happens and then for that matter to the Dean of Faculties or whoever it is that tracks whether or not you've fulfilled the obligation to return from a sabbatical.

**NG:** Well I always think that, you know, this leave is really for emergencies so I always believed that emergencies would trump anything.

**TERRY:** That's what I believe, too.

**NG:** I think that seems to be a, that would be my interpretation. Yes?

**KOLBE:** Doctor, if I could ask more a point of understanding. If I understood previous discussions of this in the past, it appeared to me, or perhaps I inferred it that one of the major concerns of the trustees was that they didn't know how much this would cost and how it figured in with the budget. As part of this process, will we be determining what the minimal and maximal range of costs will be so that it can appropriately be fit into the budget and we can show the trustees based perhaps on previous performance and prospective examination of what might likely occur with the aging of the population of the faculty so that we can include with this a price analysis so we would address beforehand that question before they ask it?

**NG:** Ok would Elizabeth or Julie want to take up that question?

**KNOST:** Well, I guess part of my question is who the cost analysis would be going to. But let me tell you where it is right now. And that is that we have tried over four years to try to do a cost analysis and it is not easy to get comparables or to assess what the projected increases would be so what we've done now is that we've turned to Neil Theobald who has agreed that he will do the cost analysis since it is basically his responsibility to both assess costs and then project where it would come from. So it has been arranged that he will be doing a cost analysis and making a recommendation on what he thinks is reasonable or unreasonable.

**NG:** Yeah, I think that the important thing, the important point to bear in mind here is that the, Neil is part of, representing the administration and in fact will look at it from his point of view and I think actually that this is the collaborative aspect of what we're doing now so that the information from the administration will in fact add, you know, if it turns out to be supportive, that it will even make the case stronger. At this point I actually may want to also point out about the issue about cost is that if you look into the, there is one way to look at this policy that is

really quite independent of the cost but is related to it, and that is, if you look at how the, what is going on now, say a colleague in your college or your school or department gets sick, most, the way that things are being handled, I as I mentioned to the Agenda Committee I happened to be, to have two people in my department which is a fairly good sized department, it's you know, about 35 people, actually have terminal cancer. So the way we pick up, we handle this is truly in some sense a medical emergency because you go through very tough treatments and so what we do is that we simply among ourselves pick up the slack. That's basically what will happen. And I think in reality when this policy is implemented most of the time we as colleagues would just simply chip in and help out. But the way this is done now in fact is that you know, the chair who does that, somebody in the Indianapolis Star can actually want to do a story saying that this guy is under ghost employment! Okay? That he is getting paid, but he is not teaching! So this policy is some sense an added dimension that is a protection for the university without necessarily really adding to a lot of the cost. And I think that aspect of it, you know, perhaps this is an aspect that was not emphasized enough before. And this is perhaps one way to also look at this policy. It is to codify what we are already doing, how we in fact work among ourselves to pick up the slack. Marty?

**SPECHLER:** Well, Bart, you do indeed come from a generous and numerous department, but most departments in the university do not have 35 members and I think you're asking a lot from a department with 6 members to do that without some assistance from the university or the relevant dean in hiring a visitor or some kind of part-time instructor to help out. You know, I think that there would be and probably should be a cost in such case, not counting of course the value of the time of the faculty member who helps out. That's just good feeling, good fellowship, now I have one other comment...

**NG:** May I just answer that point? You're absolutely correct. I think that point was discussed at the Agenda Committee. And, Julie you want to, or Elizabeth, either one of you want to comment on that?

**KNOST:** It's true that with a large department they can absorb it more easily. My guess is that your dean, I mean I guess that I don't know your particular departmental situation, but I would assume your budget is set by your dean and not your department anyway, so it is coming out of the whole school unit. It's set at the RC level. And so as they try to figure out sabbaticals and who's available for teaching, but let's say they need additional cost usually there's enough margin in the budget that they can supplement it. The small units, they should be able to go to the dean and get the money. If they don't, the way we've worked on this on ADA issues for instance is that they come to me or they come to the provost or they come to the dean and we make arrangements. It doesn't happen that often and when it's necessary we find the money.

**SPECHLER:** And one other unrelated point. This comes from my dear colleague Susan Marie Herrington. She was a little worried about the emergency aspect of this. There are some procedures to be followed here and those procedures inevitably take time. It was pointed out to me that adoptions sometimes occur, you know, at very short notice. I don't have any experience on this, all our kids arrived nine months later, but adoptions are quite frequent and welcome and sometimes you apparently get an announcement you know, 'come pick up the baby tomorrow,'

or 'go to Shanghai tomorrow.' And I think that we should make a provision on this that in such an emergency you know that procedures could come later.

**KNOST:** That's where tying it to the procedures we used on the Family Medical Leave Act work very well because it has exactly that kind of clause in it it's what we're implementing now which is, if you can give thirty days notice because you know you have surgery or something like that that's anticipated, you tried to plan ahead. If you don't, then you go that day and you work it out and you take care of it as it comes up. The implementation and the business practices are already there to deal with those situations.

**NG:** Herb?

**TERRY:** I've been thinking about the inherent revised procedure here where this will be a presidential decision rather than a trustees' policy, if I understand what you said at the beginning correctly.

**NG:** Well, by the way, this is not my opinion but this is the reading we received from the president, so I cannot speak on the rationale behind it but that is where, what we were told.

**TERRY:** If that's where we're going then I think on reflection that I like it. I think I'm comfortable with flexible policies and trustees don't necessarily go together. It takes a while to adopt policies, change them and all of this sort of thing. I assume that if we adopt this or something like it and the president says, 'I'll try and do this, but I will monitor the costs. I will try and figure out how to do that.' If we have Neil and we're all trying to predict the costs and monitor them as they go along, I'd rather do that than try to pin down the things that trustees might well want pinned down before they adopt a policy that might be in place as written for a year or two or something like that before they could come around and change it. We have the ability to hold the president accountable if he doesn't implement something like this in good faith. We can come back and tell him that. But I rather like the idea that something can be framed; that this is what we're trying to do, there will be marginal issues that will come up and it will be for the president to deal with. I'm comfortable with that. I wasn't a few days ago, but I am now.

**NG:** Moving in a positive direction. Yes, Roseanne?

**CORDELL:** When we were talking about cost, it was helpful at the Agenda Committee meeting for me to be reminded that we are already covering two-thirds of fifteen weeks and so there is an additional cost for the same number of leaves being taken place but it is not as if we are not being covered at all currently. It's a small increase. And it is difficult to anticipate whether there would even be an increase in the number of people taking leaves. You know maybe people would find this more flexible and be more willing to take leaves when the need arose. On the other hand, we're probably an aging profession, so maybe it would be less needed. So we don't really know that.

**NG:** Are there any other questions? If not, I just want to let you know that we, I think both Elizabeth and Julie would be happy to hear from you, your comments, but we are asking all the

comments be sent to Mary Beth Minnick, and I will try to get a message out to let you know who you should send the comments to, especially questions you know, for clarification about the policy and I will try to send out Mary Beth's email and I'm sure she doesn't, she won't really be overjoyed for that but I will do that and I will inform all the members of this council where to send the comments to. You'll get an email from Craig when you get back for this policy. Okay? Thank you very much. So let's move on to the next item, which is once again an illustration on the new order of business. How we're doing things these days, and this is the process and reviewing changes made to the Intellectual Property Policy and Lisa will give us a briefing on that.

## **AGENDA ITEM #6: PROCESS FOR REVIEWING CHANGES MADE TO INTELLECTUAL PROPERTY POLICY**

**PRATT:** This is another example of where the various individual campus councils took action and then we collectively have moved forwards action from the University Faculty Council and now we are at the point where we are trying to bring that forward through administrative channels. In this case the president believes that the Intellectual Property Policy will need to be approved by the trustees, but the president has asked us to work in a collaborative way with members of his staff to refine the policy that we passed in order to make it more concise, more readable and easily understood by a person seeing the document for a first time. And although Bart and I had some angst initially about agreeing to revise a policy that we had just passed, we also feel that this was a good faith effort on the part of the president and should be matched with a good faith effort on our part to work with him, so as we've mentioned before, we agreed to the establishment of a working group that included members of the faculty who had been involved from the very beginning in the writing of the Intellectual Property Policy and members of the administration who had an eye towards implementation. So Simon Atkinson, Randy Arnold, Dennis Gannon, worked very closely with Dottie Frapwell and John Applegate to attempt to clean up the document that we passed and to make sure that all of the internal definitions were consistent and to make sure that it was easy to understand the consequences of various activities that needed to take place along the way. That working group feels that they are very close to a consensus document in much the same way that Julie and the fringe benefits working group reached a consensus document on family leave policy. There are a couple of issues that are still being discussed that are difficult issues to resolve in simple language and I'll just mention those to you. Number one is how do you handle the need for an administrative group that deals with licensing costs and legal fees and things of that sort? How do you front-end pay those items and then talk about the net return of income? Or do you simply provide a portion of the income stream to the group that does those services and then out of that income stream from various previous inventions or things of that sort that they can cover expenses down the road? That latter model is the one that we wrote into our original document. We're trying very hard to stay with that, but again the president's staff is trying to make sure that the current construct of Indiana University has an adequate pool of money in reserve to front end the expenses of new intellectual property or new inventions so that we don't end up saying, 'Oh, yes, we'll cover those expenses with an income stream that comes later.' So they are re-looking at that issue and they're going to get back to us and tell us if they can stay with that. We were also asked in a discussion with Dottie Frapwell to explain why we had gone with a flat rate distribution and no sliding scale. In other words, a single distribution plan irrespective of the ultimate profits if you will that were

derived from any particular invention or intellectual property. We looked at the policies put in place by a number of peer institutions. Many of them do have a sliding scale, but then, you're pending philosophically on who you think the benefits should differentially benefit, you have to decide as the scale slides, does the inventor, the creator or the lab, should they get more of the income if it comes out to be a more valuable invention, or should the institutional host end up taking more of the income? So in the end, we have decided to try to stay with a very simple, flat rate distribution where we don't need to say what happens down the road, nor do we need to calculate down the road when we hit benchmarks for a sliding scale. So I think that was a very important discussion and that's the way it appears to be resolved. The one other issue for which there has been some continuing philosophical discussion is how do we handle commercial tools that we need to use as faculty members like turnitin.com? So what do we do when we are handling the intellectual property of a student but when it is turned in as part of coursework? In other words, if we are working with someone like turnitin.com in order to validate the originality of a piece of work, do we have to be fully responsible for the fate of that document? Because many of you know in some cases you need to turn that document into the pool to the database of that group in order to have them assess the originality of the document. And so I think Dennis Gannon in particular was very sensitive on this issue. And Dennis believes that we have hit the right mark in terms of saying, 'Yes, we're aware that we need to consider the intellectual property value of a student's work, but on the other hand it is a fundamental responsibility of the faculty to be able to assess the attributes and originality,' and right now that's beyond our grasp without being able to use some sort of a web-based or data-based system for comparison with large numbers of other student works. So again, that's been thought about, it's being looked at, and we hope that within a week or ten days this working group will bring to us what we're going to now call, as part of this new process, a consensus document: One that reconciles the view of the administration with collaborators from the faculty. At that point we will actually then do something quite different and this again is an experiment, we're seeing how this works on this case. We have asked for each campus to provide an independent reader of the consensus document not to revise the document, but instead to do a parallel reading of the longer version that we passed as a governance organization with the condensed version to see if in fact, the two match in spirit and intent of what was passed. Indianapolis will provide two independent readers. Bloomington will provide two, and we've asked each of the smaller campuses to provide one independent reader to again, tell us whether or not the process worked. Did we develop a consensus document that is true to the spirit of the original document, because if they are consistent with those original documents then we don't believe we need to bring this back for another discussion or another round of voting. We can simply move forward at that point with a document that again represents some degree of compromise, but is based largely on the document that we brought up through the faculty governance process. We would hope that we would take that step over the winter break. We understand that we're asking for a big favor from the people who have volunteered to be the readers because we're going to ask them to do this right near the end of this semester or the beginning of the spring semester. We need to do that because with the reduced number of trustees meetings only if we can really release this to the trustee committees early in January do we think we can really get this through the system and get a reaction from the trustees this year. So, is that? That's kind of where we are.

**NG:** Thank you very much Lisa. That was an excellent summary and so now the floor is open for discussion and I also want to point out that for the people who are on teleconference I urge

you to interrupt us, make noise, and ask question as appropriate, whenever you want to do so. So now the floor is open for discussion.

**MCCORMICK:** There's a point of clarification. The consensus document, is it an interpretive guide of the original policy or will it replace the existing policy?

**PRATT:** It is our sense that it would in fact replace the original policy and that's why the independent reading is so important to be sure that it is true to the intent of the original policy.

**MCCORMICK:** My question though goes to the idea that if in fact this replaces that policy, that not bringing it back to the UFC, and I know that we need to move quickly on this, but I would have some concerns that a policy that is not approved, I mean, the policy was approved if this interpretive guide is more vague, these are my concerns about this interpretive guide, or this consensus document, is that when things are less specific we often times have more problems with interpretations, multiple interpretations and that's been my concern all along with this.

**NG:** I think that your concern was also Lisa's and my concern at the beginning, but I think as I understand it, the real objection to the original document is its very legalistic language that is impenetrable for somebody who gets hired as an assistant professor is told, 'Well, go and invent.' Then he or she will look at that document and say, 'What does this say?' So the point really here is really trying to rewrite the document in a language that is accessible. So that is not an interpretive document in that sense. And I think that the reader will be asked to really look at that document. Is it as precise, but set in a different way in a language that is plain, understandable and does not require a lawyer to really interpret it. Now of course you cannot really come up with a document that is ever so perfect, but at the same time, is it a workable, implementable document that preserves all the elements and all the safeguards for faculty rights? And I think that is what the so-called readers will be asked to judge. And in fact I think we can in fact poll the readers at the end if say seven out of eight of the readers think that this is fine, well, this is almost an approximation of a re-voting of the document. So we are trying to actually, we are really literally making up the process as we go, but we hope that it will be a workable thing and will in fact streamline a lot of the, you know, the back and forth. Now, on the other hand if at one point that Lisa and I see that this document is not going in the direction as we think it should go, or we are having really great doubt, rest assured we'll come back to you and let you know that we see red flags. So we are literally learning as we go and this is what we, you know, tried to go forth with it.

**PRATT:** I might add that the so-called concise document is not a one pager two sides. Concise means we reduced from 17 pages to 14 pages. It turned out it was very difficult to trim. And in fact the only way they really got any reduction at all was to reconcile definitions that were in two places in the document and didn't use exactly the same language. And so I don't think I'm giving anything away here to reveal, Bryan, that you're one of the two independent readers from Bloomington, so we have intentionally asked for readers that we believe will be critical...

**NG:** Skeptics.

**PRATT:** ...skeptics, and Dennis Groth is another one from Bloomington, and I'm not sure who you're drawing on from Indianapolis.

**NG:** There will be a couple victims whose names will soon be revealed.

**PRATT:** So I really think we're trying really hard here to again reach out to the administration in a, what I call an act of faith, but if it doesn't work we're still in a position to say, 'this didn't work the way we anticipated.'

**SCHNEIDER:** (From Polycom) Bart and Lisa, this is Bill Schneider. Can I ask a question?

**NG:** Hi Bill, yes certainly, please.

**SCHNEIDER:** We're getting now, I'm not getting much of what's going on. When you and Lisa speak it's comes through clearly, but for the rest of group it's hard to follow, so if this has been answered just tell me. It has to do with the process as much as the substance. It seems to me that in developing this policy we did it in conjunction with the administration and in particular with the lawyers. The problem came when it went to the trustees. It seems like we're doing the same thing again with the administration. How are we ensuring that what we're working on is going to be what the trustees want?

**PRATT:** Actually I'm going to answer that because we did not talk about it in this group. We did talk about it with the agenda com earlier this afternoon. It is the view of counsel's office of Dottie Frapwell's office that yes, indeed, there were lawyers working with the committee, but they did not view their role as one of collaboration. Instead they felt that their presence was there as listeners and as individuals who would prevent us from writing a document that violated state or federal law, so had we been operating in this way from the beginning, it wouldn't appear that we're redoing it but in this case that was not actually the understanding at the time that this was originally developed. They were in a much more passive role and now the idea is that it's more of a partnership and I think Bart and I, I think I speak for both of us when I say, we would hope that in the future it wouldn't take a two-step process that we would get this right on the first try.

**SCHNEIDER:** Do you have any indication that just as you are collaborating now with the faculty council that the administration is going back to the trustees to see if it's in agreement? Does it go that far?

**NG:** I think the presumption is that we come up with the so-called consensus document working with the University counsel office. My presumption is that yes, they will in fact embrace it. I don't see any reason why they won't, because if they find the document unacceptable in any way, we would have known about it. And I think this is really the advantage of collaborating all the way through so we will know exactly where the administration so to speak stands. So, yes.

**SCHNEIDER:** The trustees' stand?

**NG:** I believe, in this case, certainly this is the job of the president, and he will be in close contact with the trustees and I think this is in fact this is a good thing because he would be fully apprised of what's going on as the policy's being rewritten because John Applegate, his liaison to the University Faculty Council, is really part of the so-called writing team. So I have no reason to doubt that he is being fully informed and given that assumption, I'm sure that the trustees will be, he will I would say, consider that as he goes along.

**SCHNEIDER:** Okay.

**PRATT:** I do think there are certain elements of this document though, the flat-plan for distribution where the, you know, the trustees may view it differently than we do. I think we again, this is new ground and we've been assured that this policy in particular is of great interest to this group of trustees and they're going to look at it very carefully. (end of tape – some comments lost)

**TERRY:** As far as the intellectual property of students and the uses of turnitin.com. To whom at this point should one direct comments like that?

**PRATT:** I would say they are directed to the faculty members of the working group and that would be Dennis Gannon, Simon Atkinson...

**NG:** Atkinson, yeah. The two of them. You should direct it to the two of them.

**PRATT:** ...or even Randy Arnold, if you know Randy? Brad, I see you sitting back there in the back. We would, you're another individual within the community that particularly with regard to these commercial tools, if you have thoughts or any member of your staff does, boy, I think the input would be extremely valuable right now.

**WHEELER:** I would just say Herb, anything on turnitin, if you want to send it to me, we'd be glad to consider that as well. We do have to negotiate pretty hard with them to be able to protect just as you say, we battled a long time before we even signed up with them because their initial view was 'we'll just take all the student data. We'll take everything and we'll just keep it on our side.' And we fought that back until we got a different arrangement with them that I've not read this latest document, I remember raising that at council, I think last year when it was going by so I would be happy to look at that again.

**PRATT:** I think that's very important. For the people who are remote, I'm just going to try to paraphrase what Brad Wheeler just said. Brad actually said he would be happy to work with Herb Terry on addressing how we protect the intellectual property of students when we're using a commercial too like turnitin.com and Brad pointed out that actually we do have a fair amount of room to negotiate with them and that we've negotiated very toughly in the past to ensure that we can protect the intellectual property of our students when we need to utilize those kinds of services. Is that about right Brad?

**NG:** Ok, are there any other questions on this issue? If not we...

**PRATT:** ....from the student's perspective?

**NG:** Yes, Matt?

**PRATT:** Matt, just as the student in the room, do you have any additional input on this issue of intellectual property of students?

**JARSON:** I have to admit that I'm somewhat concerned about the ramifications of turnitin.com, but I don't think we've had any kind of large discussion on that. I can bring more comment back after this Friday.

**NG:** You may want to actually talk to, you know, the student organization to get their input on that that would be very helpful too. Alright, this is, we are going to take a five-minute break and in honor of our co-Secretary because it was her idea from now on we're going to call this the "Pratt" break as against pratfall as a geologist.

#### **AGENDA ITEM #7: BRIEF RECESS**

#### **AGENDA ITEM #8: CREDIT TRANSFER ISSUES**

**NG:** I would like to bring us back to order after this refreshing break. And we have actually only one more item to deal with on the agenda. And I think that you know, I told Lisa both of us want to be heroes who can send you home early and so we'll take that opportunity to take all credit. The next item is the credit transfer issue. And John, let me give you the microphone. Very good.

**CARINI:** So at our last meeting, Bob Sandy introduced this resolution from the Academic Leadership Council. I hope you all remember that. There's a copy in front of you and since then we have had meetings at the IFC also the UFC Educational Policies Committee and at the BFC Educational Policies Committee discussing the details here of what we want to do with this. And I think that you know from everything I've heard the faculty are very broadly in favor of what you see in front of you. So including having a fixed number credit hour limit on transfers from junior colleges, two-year colleges, into an IU bachelor's degree. Now, let me correct that. So just to define exactly what this, what we are limiting here. We're not limiting the transfer of the credits, we're limiting the number of credits from two-year institutions, junior colleges that can be applied to an IU bachelors' degree. So in other words, students might be actually transferring more hours than the 64 hours, but then depending on the degree program they end up with they a different groupings of 64 credit hours worth of those transfer credits would be applied to an IU bachelor's degree. And I think that just in general the strongest message that I've gotten from my colleagues that we've discussed on the committees has been that what we're trying to do is to define the missions of the different higher education institutions in this state and we view our role as four year institutions as adding quite a bit during those last two years of a bachelor's degree. Not only with the upper level courses that the two-year institutions cannot offer, but also in terms of the opportunities that the breadth of course offerings that we have the breadth of different types of majors that we offer, and the other opportunities involving getting advising and career counseling that will then add quite a bit of value during that last two years of the

bachelor's degree. So, in our discussions, if you look at the proposal here, these four notes that are listed I think have been broadly embraced by the different committees as indeed constituting you know essential elements of the policy we will be bringing to you soon, I hope. So, note 1 makes it clear that what we are limiting is not the transfer of credits but applying the credits to a bachelor's degree. Note 2 allows exceptions in cases where associates degrees require more than the 64 credit hours for certification or accreditation reasons. Note 3 clarifies the position of Vincennes University and their different, they have both two year and four year degree programs. And finally note 4 allows campuses and schools to impose a lower limit which of course some schools have had a sixty credit hour limit for some time. Now the one point of controversy that has arisen is what to do with the existing articulation agreements that have been negotiated especially the last few years since the legislature mandated that we have a minimum number of agreements between Ivy Tech and different campuses. And this policy is rather silent on that issue. And we have received comments primarily from the Associate Vice Chancellors for Academic Affairs at several different IU campuses to, pleading with us to include a grandfather clause for the articulation agreements that have already been negotiated. So I think that's something that we need to consider. I don't think that there's any broad support on the committees, at least in the meetings I've been attending, to have a broad grandfather clause for existing articulation agreements. Many of these agreements do go beyond the 64 credit hours, however, possibly Provost Hanson can fill us in as to, well, whether that was an intentional omission from this proposal or not. Apparently it was, so I think it's up to us to decide that issue. As I said, I don't think there's any support for a broad grandfather clause just because we know that the existing agreements run from 60 credit hours all the way up to 90 credit hours and probably many different numbers in between. And I think that the higher levels of anything approaching 90 hours makes most of my faculty colleagues quite uncomfortable.

**SPECHLER:** John, on that issue, I conjecture that these articulation agreements with junior colleges and others probably have no ending date, they're probably open-ended and I think relations with these colleges have some value. I don't think we want to insult people who entered into agreements with Indiana University in good faith. And on the other hand, an open-ended grandfathering of all existing agreements would be too broad, so I suggest a compromise which would say, say by the year 2010, 2009, this would be in effect. And that would give us the opportunity to write to these colleges in a nice way, tell them, 'look, students who matriculate at IU before that date, you know, they're okay, but you should tell incoming students that only 64 hours will count.' In other words, due notice to schools that worked with us in good faith for several years. John, I had one other related matter. When Bob Sandy presented this in Richmond as you may remember, he talked about two year institutions, two year institutions. Now the nomenclature is community college. I'm not aware of what the definition is or whether there is an accepted definition of what a community college is as opposed to a junior college stay or a state college. I don't know what that is, and I think that we do need a very clear definition of two year institution seems to be a little bit clearer than community college. But I'm curious, John, why we switched from the two year college to the community college nomenclature.

**CARINI:** Well, I think the two year nomenclature makes sense within the state of Indiana. I think if you go to other states, they might use a different...

**SPECHLER:** Well, a lot of these agreements were with other states.

**CARINI:** That's right.

**SPECHLER:** So we really need to know where we stand.

**CARINI:** Well, I should point out that the wording here comes from the Academic Leadership Council so we can be as clear as we want to be in our ultimate resolution on this issue.

**NG:** So, I'm sorry Marty, I do not recall there was a change in the title of this resolution, am I right? So what Marty was saying that in the presentation of Bob Sandy he used the term two year college.

**CARINI:** As I said, that's more the in-state nomenclature so, if you're talking about agreements with Ivy Tech. I think it makes sense.

**SPECHLER:** Okay, so we more or less know what's going on here in Indiana, but God knows what's going on in Nevada or Wyoming. So I think we need we have these agreements with a number of institutions in Arizona and California and they, I know one in San Diego that does not call itself a community college at all, but just a college. So, does this cover that?

**CARINI:** I think generally we're talking about institutions that offer associate degrees that are typically required two years' worth of course worth.

**SPECHLER:** Well would it hurt to say that?

**CARINI:** Probably not, but that distinction again was made with respect to Vincennes which has both types of degree programs. In regard to your first point, I think we do want to protect the students who have enrolled in two year colleges, community colleges, with the expectation that they will be able to transfer their work into IU. Course, this would still allow 64 hours but I think we need to protect them under whatever agreements exist when they start their programs. So that's the contention. So, I guess the question remains, you know, what do we do with the existing agreements? Do we put a time limit on them and ask them to come into compliance with this? Do we find a different number other than 64 to try to, you know, avoid reopening many of these agreements that have been recently negotiated that are coming in around 68-69 hours, credit hours. Those are the questions that we really need to answer before we really go forward with a policy.

**NG:** Herb?

**TERRY:** There's a fact that I think I would need to know to answer that question. In some other setting, quite honestly I can't remember what setting it was in, I asked a question do these articulation agreements that we have have sunset dates, dates at which they end? And I was told they did, in which case I don't have any problem with letting them go until the sunset unless it's so far into the future.

**SPECHLER:** When does the sun set?

**TERRY:** I don't know.

**CARINI:** They have review periods.

**TERRY:** But if they have review periods in them then I think we could say...

**CARINI:** But they seem to be more aimed at realigning the curricula of the two institutions more than reopening the agreement.

**TERRY:** I guess I'd like to know what they say. I have another question. Does this deal with one problem that I think motivated this discussion and that was what we do when the coursework offered at a community college has an equivalent here that is a 300 or 400 level. I think this has arisen with Vincennes, it may have arisen elsewhere. Where some course is offered on that campus you look at it here and the equivalent at this campus is not a 100 or 200 level course, it's a 300 or 400 level course. This seems to say, tell me if I'm wrong, that all that's limited is 64 semester credit hours. It doesn't address, it seems to me, the question of whether a course taken at a junior college could come in at a 300 or 400 level here.

**CARINI:** No, we have an existing policy that says that that isn't supposed to happen.

**TERRY:** Even though we've allowed it. It's happened. It did happen.

**CARINI:** There is an existing policy that says it's not supposed to happen. Now, again, you know, the schools and departments should not be permitting that to occur.

**TERRY:** Yeah.

**NG:** Markus?

**POMPER:** Speaking to the existing policy, it's been routinely more and I think it's time that we either reassert ourselves as having this policy on the books for a reason, or do away with it.

**CARINI:** As you point out for the core transfer library in situations where that occurred, the credit could still transfer, but it would not count as that 300 level course. The credit was transferred as you know distributed credit within a particular area but was not considered equivalent.

**TERRY:** I may be reaching far here, but I guess I have one other concern. Junior college students often take a long time to accumulate 64 semester credit hours. In a field like mine, telecommunications, where things change very rapidly, the content of a required basic course five years later might be vastly different than it was or would be if the course were taken contemporaneously. Do we have any policies that limit the number of years old that these 64 semester hours can be?

**CARINI:** That I don't know. I think you'd have to look at the individual school's policies.

**TERRY:** It would be a school policy, not a campus or system policy?

**CARINI:** Yes.

**NG:** Markus again? I just, for some reason I seem to recall that there is a policy about how many years your credit is good for overall? Maybe I'm wrong? Karen do you know?

**HANSON:** I'm sorry what's the question?

**NG:** The question is that is there a policy that says you need to get your bachelor's degree within ten years after you start or something like that? Maybe not.

**HANSON:** Yeah, I don't know for sure. I would suspect that...

**NG:** I know that for a Ph.D. you do. But I'm not so sure for Bachelors, yeah okay. Professor Kolbe?

**KOLBE:** For Ph.D., transferring in courses that are over seven years old needs the authority of the associate dean to approve them.

**TERRY:** My question is whether that applies to undergraduates, especially understanding that community college people do take courses at a slower pace.

**NG:** Sure. Karen?

**HANSON:** I do know from the chancellor's meetings that particularly Kokomo is engaged in an effort to find students who had accumulated the number of credits close to the number needed for graduation and bring them back into the fold and I didn't hear them talking about if those credits had to have been accumulated during a reasonably recent period of time. So I don't know. Again, it may vary, but I suspect there aren't the same kinds of constraints across the board as there are for graduate students.

**NG:** Marianne?

**WOKECK:** That is correct. There are no such constraints for the undergrads, usually. What can happen is that on the level for a major that departments or programs can set that certain courses need to be revalidated or updated or at least judged whether the knowledge is current, but it is not for Gen Ed courses generally speaking in our system. And so we do have students who've taken a long time in the system and we do graduate them if they have gotten their hours eventually together.

**NG:** Any other questions? Marty?

**SPECHLER:** Well, with respect to my friend, Herb, I don't think that you can really feasibly treat each of the colleges with which we have a articulation agreement as separately. I think it would look bad to say 'Well, for this college it's this date. This college, another date,' and so on.

And what's more, we have to make it administratively feasible to know how much, you know, how many credits could be counted. So I think that an across the board cut off date is going to appear the fairest. So if you made it for 2010, and all the students who are currently in a two year program would be grandfathered, but after that, all of these colleges will be notified that this is a change and they should take this into account and let the students know.

**CARINI:** I think we'll have to discuss you know if we decide to impose a period like that what a fair period like that what a fair period of time would be whether it's two year, three years. I think that we're not asking that all of the negotiations be reopened. I think we would be asking for each of those agreements to be reviewed in view of whatever policy we decide on. And you know if they fit within the exceptions that I believe we will allow, I think we can just say that's fine we can continue with the agreement as it is. I think if there are agreements that go beyond the 64 credit hours and they don't seem to be able to be justified on the basis of these exceptions, I don't really see any reason to continue those beyond some date that would make, preserve the students' standing that are already in the program. That's my opinion. I think that's, that's also the opinion of the Bloomington Educational Policies Committee. Now, I have to say putting on my UFC hat, that you know this policy will not strongly affect Bloomington because many of our schools already have a limit on credit hour transfers. I think it will affect the other campuses especially Indianapolis much more because they have many more agreements there. And so, I think, you know, we would like to hear from each campus what the impact of a 64 credit hour limit would be and as well as a limit, on a sunset, a limit on existing agreements.

**NG:** I'm sorry, who is on the telephone?

**FRANTZ:** This is David Frantz from IU East.

**NG:** You want to make a comment? Please go ahead.

**FRANTZ:** Yeah, I think the observation is correct that it will affect other campuses more than Bloomington, to a greater degree. My biggest concern, it hasn't been directly addressed I don't think, that is there, this agreement because we transfer in credit from institutions outside the state, probably needs to be applicable to outside the state and I'm assuming that other community colleges or two year colleges that have four year accredited baccalaureate degrees now that we would apply the same kind of principles that we do \_\_\_\_.

**NG:** As I understand it, I think there is in fact, such a college within the state of Indiana., that's Vincennes. I believe that if you are a student in a so-called four year baccalaureate degree program in Vincennes, we will, you know, this rule does not apply to you in that program.

**FRANTZ:** I'm suggesting in some respects that, what I'm actually saying is that that same kind of principle should apply to similar situations outside of the state.

**CARINI:** I think that's reasonable.

**NG:** Yes, I think that's a reasonable assumption and I believe reading somewhere that actually accommodates that. In fact...

**CARINI:** Well, we would have to broaden note 3 to include...

**PRATT:** Because right now it's, you need to...

**NG:** Yeah, did you say specifically Vincennes, yeah. Yeah, okay, Alright. Are there any other comments? John, can you tell us a little bit about the timeline; what you expect, when you expect to have this policy, kind of in some sense, wrapped up at the campus level and bring it back to the UFC?

**CARINI:** Well, I think that on the Bloomington side, I think we know where we stand with respect to these things. I think we need to find out from Indianapolis what the concerns there might be of moving forward with something like we were discussing here.

**NG:** Indianapolis is going to talk about this in the faculty council meeting a week from today in fact. And actually we will be voting on it because we already had a discussion. And I have heard from South Bend that the EPC committee there endorsed it and at the Agenda Committee meeting today, I have asked all the faculty presidents present to ask for a similar action by their Educational Policies Committees for an endorsement. So I think it's reasonable to assume if everything works out as planned, we can in fact deal with that at the so-called teleconference meeting that we have in January. I think that is a reasonable assumption, okay? Herb?

**TERRY:** In fact what will we do in January? We've had much discussion today about who has the authority to do what. What the trustees have the authority to do. What the president has the authority to do. Is it our judgment that under the constitution of the university, transfer policy is a faculty matter?

**CARINI:** Well that's what the ALC's opinion was.

**TERRY:** So we would set the policy.

**NG:** Yeah, the ALC actually wrote the policy and asked for our endorsement and since they pay such respect to us, we will accept. We will exercise our authority. How's that? That was actually they presumed that we have. So, we will in fact just simply endorse it with the caveat. Okay? Are there any other questions? Now I have to look at where we are in the agenda.

#### **AGENDA ITEM #9: OLD BUSINESS/NEW BUSINESS**

**NG:** I believe we are at the really end of the agenda, so I can ask is there any old business? Any new business?

**UNKNOWN FEMALE SPEAKER:** (From Polycom) Hello?

**NG:** Hello?

**UNKNOWN FEMALE SPEAKER:** Oh, sorry.

**NG:** Yeah, go ahead, I'm asking for new business?

**UNKNOWN FEMALE SPEAKER:** I just didn't hear what you said at the end.

**NG:** Ok, oh, by the way, I want to say that Chancellor Patterson-Randles is with us on the teleconference. And Sondra do you have any comments to make?

**PATTERSON-RANDLES:** Not right now, just hi. I'm listening intently.

**NG:** Alright, very good. Is there anybody who is listening in that has any comments to make under new business? Alright, hearing none, do I hear a motion to adjourn or stay? What is that motion? To stay? To adjourn! Second? Well were adjourned. Thank you, thank you for all of those who participated from remote.

Meeting Adjourned 3:18pm