

**MINUTES**  
**KSU Faculty Senate Meeting**  
**Tuesday, February 13, 2007 3:30 pm**  
**K-State Union, Big 12 Room**

**Present:** Adams, Aistrup, Al-Khatib, Alloway, Beard, Behnke, Bhadriraju, Boldt, Bowser, Breen, Carroll, Cauble, Chengappa, Clegg, Condia, DeLuccie, Dodd, Eiselein, Fairchild, Finkeldei, Fox, Genereux, Gormely, Greene, Harbstreit, Haub, Hendrix, Herald, Hohenbary, Holcombe, Hosni, Hsu, Hughey, Kearns, Knapp, Lynch, Maddy, Martin, McCulloh, Michie, Nafziger, Nagaraja, Nichols, North, Ransom, Schultz, Shubert, Shultis, Smith, Spikes, Spooner, Staggenborg, Stewart, Trussell, Turnley, Turtle, Warner

**Absent:** Arck, Askey, Bontrager, Clark, Couvelha, Crenshaw, Devore, Dhuyvetter, Donnelly, King, Lee, Leitnaker, Oberst, Potts, Ramaswamy, Renberg, Rys, Stokes, Wang, Ward

**Proxies:** Atkinson, Barden, Collins, Fritz, Guzek, Hedrick, Hoag, Howard, Knopp, Lehew, Maatta, Maes, McFarland, Montelone, Ross, Sachs, Yahnke

**Visitors:** Al Cochran

1. The meeting was called to order at 3:35 p.m. by President Adams. Senator Gormely was called to the podium to give homage to Roger Trenary, a faculty member who died this morning of ALS. President Adams dedicated the meeting to the memory of Professor Trenary.
2. The January 16, 2007 minutes were approved as submitted.
3. Reports from Standing Committees
  - A. Academic Affairs Committee – Fred Fairchild
    1. Course and Curriculum Changes
      - a. Undergraduate Education
        1. Fairchild moved to approve the following course and curriculum changes approved by the College of Human Ecology on December 8, 2006:

**COURSE CHANGES**

***Department of Hotel, Restaurant, Institution Management and Dietetics***

Change:

HRIMD 560 Management in Dietetics (change in semester offering)

HRIMD 570 ~~Seminar in Hotel, Restaurant Management and Dietetics~~ Senior Seminar in Dietetics

***Department of Human Nutrition***

Add:

HN 553 Pharmacology in Athletic Training

HN 554 General Medical Conditions in the Athlete

**CURRICULUM CHANGES**

***Department of Hotel, Restaurant, Institution Management and Dietetics***

Change:

Page 227, K-State Undergraduate Catalog

Curriculum: Coordinated Program in Dietetics. Changes to B.S. in Dietetics:

●General Requirements: From: ~~64-66~~ hours To: 61-63 hours.

●Quantitative Studies: From: ~~9~~ hours To: 6 hours. (Remove Computer Science courses. Delete STAT 320 & STAT 330. Add STAT 325. Course number change.)

●Professional Studies: From: ~~58~~ hours To: 59 hours. Add HRIMD 570

●Unrestricted Electives: From ~~4-3~~ hours To: 3-5 hours

See page 7 of white sheets for rationale.

Change:

Page 227, K-State Undergraduate Catalog

Curriculum: Didactic Program in Dietetics. Changes to B.S. in Dietetics:

- General Requirements: From: ~~64-66~~ hours To: 61-63 hours.
- Quantitative Studies: From: 9 hours To: 6 hours. (Remove Computer Science courses. Delete STAT 320 & STAT 330. Add STAT 325.)
- Professional Studies: From: ~~43~~ hours To: 44 hours. Delete HRIMD 445. Add HRIMD 560 & 570.
- Unrestricted Electives: From ~~16-18~~ hours To: 18-20 hours

See page 9 of white sheets for rationale.

### ***Department of Human Nutrition***

Change:

Page 230, K-State Undergraduate Catalog

Curriculum: Nutrition and Exercise Sciences (dual-degree). Changes to the B.S. in Human Nutrition and B.S. in Kinesiology

- General Requirements: From: ~~80-86~~ hours To: 78-86 hours. (Changes in Math course requirements)
- Professional Studies: From: ~~68~~ hours To: 67 hours.

Nutrition Science: From: ~~33~~ hours To: 32 hours. (Delete HN 352. Add HN 535. Course number change)

Exercise Science: (Change course title to KIN 345. Add KIN 607 or KIN 657 as course choices)

- Total hours for graduation: From: ~~148-154~~ To: 145-153

See page 12 of white sheets for rationale.

Change:

Page 230, K-State Undergraduate Catalog

Curriculum: Public Health Nutrition. Changes to the B.S. in Human Nutrition

- General Requirements: Delete STAT 330. Add STAT 325.
- Professional Studies: From: ~~36~~ hours To: 35 hours. (Delete HN 352. Add HN 535)
- Unrestricted Electives: From: ~~21-23~~ hours To: 22-24 hours

See page 14 of white sheets for rationale.

Change:

Page 230, K-State Undergraduate Catalog

Curriculum: Athletic Training. Changes to the B.S. in Athletic Training

- General Requirements: From: ~~55-57~~ hours To: 53-56 hours
- Quantitative Studies: From: ~~9-10~~ hours To: 7-9 hours. (Delete STAT 320 & 330. Add STAT 325.)
- Professional Studies: From: ~~61~~ hours To: 60 hours.
- Nutrition Courses: From: ~~38~~ hours To: 43 hours. (Add HN 535, HN 553, and HN 554.)
- Kinesiology Courses: From: ~~20~~ hours To: 14 hours. (Delete KIN 340 & 345.)
- Unrestricted Electives: From: ~~6-8~~ hours To: 8-11 hours

See page 17 of white sheets for rationale.

Motion carried.

2. Graduation additions – Fairchild moved to approve the following graduation addition:  
August 2006 - Marlon R. Butler – Bachelor of Science, College of Arts & Sciences

Motion carried.

Fairchild shared additional information about future issues coming to Academic Affairs. The Provost's General Education Task Force will be coming to Academic Affairs next Tuesday to bring some of their thoughts about the future of general education. CAPP will be bringing forth information on two issues: the definition of plagiarism and the finals schedule for classes that meet once a week after 5:30. Stephen Kiefer will be bringing information similar to green sheets for the University Honors Program.

B. Faculty Affairs Committee – Betsy Cauble

1. 2006 Report of the Status of Faculty Salaries and Tables 1-5 – **Handout (action item)**

<http://www.k-state.edu/pa/statinfo/reports/faculty/salary06/index.htm>

Cauble moved for acceptance of the report. Spooner commented that although the salaries are still comparatively low, we are moving in the right direction towards Big 12 equity. President Adams pointed out that the figures in this report do not precisely correlate with statistics provided by the Kansas Board of Regents. An effort will be made to resolve or explain the discrepancies. Kelli Cox is unable to be at the meeting today to talk about this report. She will be invited to a subsequent meeting to discuss the report. Schultz inquired if we are required to move to “accept” the report or “acknowledge receipt” of the report. The motion on the table is to “accept” the report. Dodd moved that we postpone the acceptance of the report. Motion carried.

2. Ancillary appointment language – **Attachment 1 (action item)**

Cauble moved to approve the ancillary appointment language as presented. Motion carried

3. Appendix U, Policy on Mediation – **Attachment 2 (first reading)**

C. Faculty Senate Committee on University Planning – Tom Herald

At their January 25 meeting, Bruce Shubert reviewed the process of financial exigency. The committee discussed the handbook language of Appendix B and decided that it was an appropriate time to review the handbook language for Appendix B as well as Appendix K and Appendix N.

D. Faculty Senate Committee on Technology – Michael North

- Outsourcing of email was again a topic of discussion during the FSCOT meeting last week. Student and/or faculty email could be outsourced to relieve the workload on ITAC. Dr. Rebecca Gould and Lance Albertson attended the meeting. Two important issues facing FSCOT right now are these: 1-- New non-Mac PCs that are running on the Vista platform cannot utilize TrendMicro. 2 -- There are very important applications being used on campus that are incompatible with Vista—the Autocad programs in particular. The computer labs will continue using XP until all the compatibility issues are resolved with the numerous applications that are run on campus. Students and faculty alike would be severely impacted without these applications running smoothly.
- SPAM and SPAM blocking: There is a problem with KSU email being blocked when sent to certain vendors. Some KSU faculty/staff are forwarding email from Webmail to another provider (AOL, Hotmail, etc.). Those vendors are getting the spam that gets automatically forwarded from KSU Webmail. They see spam coming from a KSU account and are blocking all email from KSU because they are seeing spam in the forwarded emails.
- Please read InfoTech Tuesday. It is the main communication link between campus technology and users.
- Reminder: Tomorrow (February 14) is the deadline for changing passwords. If passwords are not changed, a user will be blocked from getting into campus networks.

4. Announcements

A. Presidential announcements

- The state budget could be in flux and we have no final word on the average amount available for merit increases.

B. Faculty Senate Leadership Council

- Next week the FSLC will meet with the Classified Senate Council and the Student governing leadership to discuss issues.
- FSLC learned in discussion with the President and his staff that there were a number of people inconvenienced due to intersession classes taking place while the campus is closed during the winter break. A small task force is being formed to look into this issue.

C. Kansas Board of Regents Meeting – see **Attachment 3**

D. Report from Student Senate

- Ashley Boldt reported there is a lot of activity in the Governmental Relations Committee. SGA has been talking about deferred maintenance and will be participating in “Cats in the Capitol”.
- Discussion about the future of the Recreation Complex.

- SGA is preparing a comprehensive plan for textbooks.
  - SGA is supporting the K-State Proud campaign. This is an opportunity for students to participate in the Changing Lives campaign by buying the t-shirts.
5. New Business--none
6. For the Good of the University
- Kearns said that KSU Libraries will soon be conducting an assessment survey called LibQual. Please participate so the libraries may know how to better serve their constituents.
7. The meeting was adjourned at 4:21 p.m.

**ATTACHMENT 1**  
**University Handbook additions/revisions**  
**Section C: Faculty Identity, Employment, Tenure**  
**Ancillary Appointment Language**  
**Approved by Faculty Affairs on December 5, 2006**

C27 Ancillary appointments. Ancillary appointments are made for the benefit of a department to allow faculty from other university departments to contribute to its academic programs. Members who are on regular faculty appointments in other departments or units on campus are eligible. The goal is to foster ties between departments with similar and/or complementary disciplinary interests.

C27.1 An eligible faculty member may be nominated for an ancillary appointment by a faculty member in the host department or by the host department head. The nomination should be discussed with other faculty in both of the departments which the appointment may affect. The nomination should include a letter of nomination, curriculum vitae of the candidate, and a statement outlining the benefits both to the candidate and to the hosting department. Prior to appointment, a majority of the faculty members from the host department must find the individual acceptable as an ancillary faculty member. The appointment must be approved by the host department head, host dean, and the provost. The candidate must also have approval from his or her home department head and dean.

C27.2 An ancillary appointment is a five-year term and is contingent upon a continuing regular faculty appointment. To be reappointed, the candidate must be re-nominated and approved by the process outlined above.

C 27.3 The activities of an ancillary appointment may include teaching, interaction in scholarly and creative endeavors, participation in graduate programs, and serving on graduate student committees. The regular procedures of the graduate faculty apply to any individual's participation in a graduate program. Departments may develop more specific guidelines and policies related to these appointments.

C 27.4 Ancillary appointments are without compensation. Ancillary faculty members are subject to all rules and regulations that apply to members of the host department including but not limited to patents, conflict of interest, classified research, and use of human subjects. Ancillary faculty members are not granted tenure, nor are they eligible to vote or hold office in the host department. Ancillary appointments may be recognized in all appropriate departmental documents and literature pertaining to academic programs.

~~C26.4~~ C29.1 Other considerations. As a general policy, tenure-track faculty appointments will not be offered to persons whose last earned academic degree is from Kansas State University unless they have acquired extensive intervening experience elsewhere. In unusual and meritorious cases, the provost may make exceptions to this policy.

~~C26.2~~ C29.2 The university will not grant an advanced degree to a faculty member who holds the rank of assistant professor or higher, with the following exceptions: Faculty members in these ranks may be permitted to work for degrees outside their own departments, provided that the degrees are not required for promotion or tenure in their own departments. (FSM 5-13-80)

~~C26.3~~ C29.3 The introduction to this handbook provides information on equal employment opportunity, employment of relatives, loyalty oath, and citizenship requirements.

**ATTACHMENT 2**  
**University Handbook Revision**  
**Appendix U, Policy on Mediation**  
**Approved by Faculty Affairs on January 23, 2007**

**Introduction**

Mediation is playing an ever-increasing role in the positive resolution of campus disputes by addressing the needs and interests of all parties and at the same time saving time and money. It is particularly effective when the disputing parties want or need to continue their relationship. It also allows the parties to look at ways to prevent conflicts in the future.

For purposes of this policy, mediation is defined as a voluntary process of facilitated negotiation in which a neutral third party, a professional mediator, sits down with the parties in conflict and helps them look for mutually acceptable solutions to work-related issues in dispute. The mediator does not make the decisions, but instead, works with the parties to identify their needs and interests and to develop creative options for resolving the conflict in a confidential manner.

**Guidelines for Mediation**

Mediation should be considered in any instance of serious or substantive dispute. It can be accessed at any point in the process of informal facilitation, appeal, grievance or litigation. Anyone can propose mediation; for example an ombudsperson, the next highest administrator, an affirmative action officer, or any of the parties to a dispute. The use of mediation will only occur with the concurrence of all of the disputing parties. Although any kind of dispute can be mediated, it is anticipated that common examples would include:

- disagreement over salary adjustments
- performance evaluations
- promotion and tenure issues
- workplace issues, and or
- instances of alleged harassment or discrimination that do not meet the legal standard for such but which include real or perceived problems requiring resolution

An "agreement to mediate" will be entered into by all parties. This agreement does not constitute an obligation to reach a binding conclusion.

A mediator is defined, for purposes of this policy, as a person who is certified by or is recognized as equivalently qualified by the Kansas Judiciary Branch, Office of Judicial Administration. A list of university approved mediators will be developed through a screening and selection process based upon a recommendation of a committee appointed by the provost and comprised of two central administrators, one dean, one unclassified professional staff member, and two faculty members. The list will be reviewed annually by the provost (or his or her agent) for accuracy, verifying current certifications or equivalents, and updated every three years by the committee.

**Coordination of Mediation Process**

Responsibility for coordinating the mediation process and making information available to the university community will be assigned by the Faculty Senate Executive Committee to a director who will operate from the Office of Faculty Senate. The University will be responsible for paying the fees for mediation unless an outside complaint or lawsuit has been filed.

**Kansas State University Agreement to Mediate**

This is an Agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereafter referred to as the participants). The participants enter into mediation with the intention of reaching a consensual resolution of their issues. The provisions of this agreement are as follows:

**Process**

1. Mediation is a voluntary collaborative process ~~that is non-binding~~. The parties have a right to agree or not agree to be bound to any particular outcome.
2. The mediator is a neutral facilitator who assists the participants in reaching their own voluntary, fully informed resolution concerning the issues.

3. A mediator's duties do not include decisions concerning "right" or "wrong" and the mediator will not make a decision regarding the issues for the participants.
4. In the event that the participants are already involved in an appeal, review, or grievance process for which a hearing has not convened at the time of this agreement, that process will be suspended until the conclusion of the mediation. Any timetables associated with such a process will be placed on hold until the mediation is ended.

### **Disclosures**

5. The mediation process can be successful only if all participants make full and complete disclosure of all information pertinent to the resolution of the issues. Each participant will make a full and complete disclosure of all relevant information and documents to the mediator and the other participant.
6. If either participant fails to make a full and complete disclosure of all relevant information and documents, then any formal, legal, binding Resolution Agreement that may be reached based on the incomplete set of materials may be set aside.

### **Confidentiality**

~~7. All written and oral communications, negotiations and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential.~~

8 7. Participants agree that no tape record will be made nor will any participant cause the electronic recording of any portion of the mediation session or sessions or telephone calls among the participants and/or mediator concerning the sessions.

9 8. The mediator will not reveal anything discussed in mediation to anyone other than the participants, unless all parties agree otherwise, in writing.

~~10~~ 9. The participants and the university will not at any time, before, during, or after mediation, call the mediator as a witness in any legal or administrative procedure concerning these issues. To the extent that the participants or the university may have a right to call the mediator as a witness, they each waive that right.

~~11~~ 10. The participants and the university agree not to subpoena or demand the production of any records, notes, work product or the like of the mediator in any legal or administrative proceeding concerning these issues. To the extent that participants or the university have a right to demand these documents, that right is hereby waived.

~~12~~ 11. If a participant or the university subpoenas the mediator, the mediator will move to quash the subpoena.

### **Termination/Withdrawal**

~~13~~ 12. Either participant or the mediator may terminate the mediation at anytime. It will not be necessary that a participant or the mediator provide a reason for the termination of the mediation.

~~14~~ 13. In the event that the mediation is terminated, the mediator will advise the participants of the termination in writing. No explanation is required regarding the reason for termination.

### **Legal Representation**

~~15~~ 14. Participants may choose to seek the advice of independent legal counsel at anytime during the process. Attorneys representing participants can not attend mediation sessions with the participants.

~~16~~ 15. The participants may have legal questions about either the Agreement To Mediate or the Memorandum of Understanding that may result from the mediation. Each participant may seek legal counsel regarding legal interests, rights and obligations.

~~17~~ 16. In the event that a participant seeks legal counsel, the University will bear the cost for each of the participants up to a maximum of two hours of legal costs for this purpose.

~~18~~ 17. The university will pay for the fees for mediation unless an outside complaint or lawsuit has been filed.

**Memorandum of Understanding**

18. The mediator will prepare a Memorandum of Understanding if that is appropriate. The mediator will provide the Memorandum of Understanding to each of the participants.

~~20. The Memorandum of Understanding is not an agreement. It is not binding upon the participants. It may form a basis for a formal legal binding Resolution Agreement, subsequently prepared and executed between/among the participants.~~

In Witness Whereof, the undersigned have read, understand and agree to each of the provisions of this Agreement to Mediate.

\_\_\_\_\_  
Participant                      Date                      Participant                      Date

\_\_\_\_\_  
Mediator                      Date                      For the University                      Date



**ATTACHMENT 3**  
**Kansas Board of Regents January Report**

The Council of Faculty Senate Presidents (COFSP) had a request in December from Ron Wasserstein for input regarding the Kansas Core Outcomes Project. The COFSP continues to discuss how we will respond. The Regents discussed the governor's proposed budget and how the allotment of deferred maintenance funds would be distributed to the universities. Regent Dick Bond is resigning from the KBOR.