
EASTERN FLORIDA STATE COLLEGE

UFF/EFSC REOPENER OF CBA 2024-2027

2026 SPRING BARGAINING: SESSION 5

ORIGINAL

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PLACE: Eastern Florida State College
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Building 10
Melbourne, Florida 32935

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APPEARANCES :

- DR. DUSTIN FILES
- DR. KATINA GOTHARD
- LYNN SPENCER
- MARK E. LEVITT, ESQUIRE
- DR. PHIL SIMPSON
- DR. SANDY HANDFIELD
- DARLA FERGUSON

1 DR. FILES: Welcome, everybody. Thank you
2 for joining us, those that are online,
3 everybody in person. We're set to begin
4 Session 5. Shall I lead the way?

5 MR. LEVITT: Yes. Go ahead.

6 DR. FILES: All-righty. So, our first
7 item up on the agenda is Article 8.2. We did
8 TA this last time, but we found an error that
9 was brought to our attention, so we do need to
10 revisit this.

11 The first thing was the -- on page 52,
12 under part B.3, we listed the workdays. And if
13 you'll notice, what we did is we listed the
14 days prior to the semester starting, and then
15 for the semester, we just classified workdays
16 as class sessions, advisement times, final
17 exams.

18 So, just for clarification purposes, we
19 didn't want somebody to look at this and think
20 that's the only thing that faculty are required
21 to do. So, we thought that it would be better
22 to list oddities, like the days prior to the
23 semester, and then the final examination
24 period, and then the times after the semester,
25 that was Mondays after the end of the semester,

1 and just understood that normal workdays
2 consist of teaching time, advising, committee
3 work, et cetera, and it doesn't need to be
4 listed here.

5 And then the other change here was for the
6 final examination days. So, when we wrote the
7 original language, we said, "Final examinations
8 will be given during the last class session for
9 all parts of term courses." That is not
10 equitable when you look at the time given to
11 16-week courses as well.

12 For example, if you have a three-credit
13 16-week course, they normally meet twice a week
14 for an hour and 15 minutes, so 2 hours and 30
15 minutes for the week. When you are looking at
16 a 12-week course, they meet twice a week for an
17 hour and 40 minutes. So, if you specify that
18 the final exam is the last class session,
19 they're only getting an hour and 40 minutes as
20 opposed to 2 hours and 30 minutes.

21 So, the way we worded it is we said, "For
22 part-of-term courses, final examinations may be
23 administered during one or more class sessions
24 during the final week of the term; however, the
25 total time devoted to the final exam session

1 shall not exceed that of the same course in the
2 16-week term."

3 So, for example, a 12-week course that
4 meets twice a week for an hour and 40 minutes,
5 those two sessions -- the final examination
6 cannot exceed 2 hours and 30 minutes. The same
7 course that is in the 16 weeks. So, they have
8 a little bit of extra time on the first class
9 session to cover whatever it is they want to
10 do, and then they could start the final exam
11 after they've taken up that time block.

12 Does that make sense?

13 DR. SIMPSON: It does on paper. I just
14 think, in reality, it's going to be muddier
15 than that. I guess it's good to have it, as we
16 do run into circumstances that are brought to
17 our attention when that happens.

18 DR. HANDFIELD: Would you have something
19 like time not to exceed whatever that total
20 minute time would be for the 16 weeks?

21 DR. FILES: That's what it says, not to
22 exceed the same time frame.

23 DR. HANDFIELD: I mean, just tell them
24 what that total time would be.

25 DR. GOTHARD: But if it's a two-day-a-week

1 course, it could be 75 minutes. It could be an
2 hour and some minutes. If it's a night class,
3 it could be -- so, you can't do that.

4 DR. FILES: Yeah, we thought about tying
5 it to the credit-hour definition, but
6 unfortunately, we do have one-credit classes
7 that don't follow that or other classes that
8 don't follow that.

9 DR. HANDFIELD: True.

10 DR. FILES: So, this is the best thing
11 that we could possibly come up to, and maybe
12 it's just a matter of the supervising
13 administrators coming up with some examples for
14 their faculty to explain, hey, this is what you
15 can do.

16 DR. SIMPSON: That will give us an agenda
17 item during one of our administrative meetings.

18 DR. FILES: And then the other issue that
19 we have that you all brought up to our
20 attention after the last session was on page
21 54, that we didn't include the librarian
22 discipline manager when we talked about the
23 extended academic-year contract. So, you'll
24 see I highlighted that right there and added,
25 "The librarian discipline manager will receive

1 an extended academic-year contract of at least
2 195 days." Again, that 195 includes the six
3 extra days that we talked about last session
4 that we agreed to.

5 MR. LEVITT: So, those are the only two
6 changes to the article. You TA'd without this,
7 but these are new things that we want to get
8 back in there?

9 DR. FILES: Correct. Do you want to just
10 go through all the agenda items and then caucus
11 and then revisit them after the caucus, or do
12 you want to TA them as we go along?

13 MR. LEVITT: If we can TA them as we go
14 along, if there's not a problem, unless we need
15 time to look at them, but if we're good with
16 them -- this one, 8.2, should be okay. Just TA
17 that one.

18 DR. FILES: What we're TA'ing is the
19 highlighted changes. Everything else has been
20 TA'd. So, it's the highlighted changes we're
21 TA'ing.

22 Our next item is 8.3. This is new
23 language that we are introducing. So, at the
24 bottom of page 57, the new language that we're
25 introducing deals with advisement hours at an

1 off-site location. We're proposing a change to
2 that language to read, faculty members may
3 schedule these hours at an off-campus
4 instructional site in proportion to the faculty
5 member's assigned instructional hours at that
6 off-campus location.

7 So, currently, the section says, "Faculty
8 members may schedule all 5 hours at an
9 off-campus structural site mutually agreed upon
10 by the faculty member and their supervising
11 administrator." So, the off-site advisement
12 hours should be proportional to whatever they
13 serve at that location.

14 So, if they have campus time and they have
15 off-site location, they can't do all of their
16 advising at the off-site location or all of
17 their advising at -- they could do it all on
18 campus, but we want to avoid doing it all at
19 the off-site location if they have
20 campus-located classes.

21 DR. SIMPSON: Is that the only new
22 language?

23 DR. FILES: Correct.

24 DR. SIMPSON: Okay.

25 DR. FILES: Yeah. The other language on

1 page 58 we've already TA'd.

2 MR. LEVITT: So, again, it's just this
3 highlighted language to address any other
4 changes that have been TA'd on the --

5 DR. FILES: Correct. It's just the
6 language on the bottom of page 57.

7 MR. LEVITT: All right. This one change
8 is okay.

9 DR. FILES: Why did I sit down?

10 So, our next item is 8.5, the "Library
11 Faculty Workload and Responsibilities" article.
12 So, we're introducing some new language here,
13 beginning with A.1, adding to their workweek,
14 at least 30 hours per week must be on campus.
15 The remaining 5 hours may be scheduled
16 remotely. That aligns with the faculty
17 workload for instructional faculty as well
18 where they can schedule up to 5 hours of
19 advising online.

20 So, library faculty don't have advising
21 hours. So, part of their workload, we're just
22 saying that it should align with what
23 instructional faculty schedule as well. So,
24 they can take 5 hours from their workweek and
25 schedule them remotely if they choose to.

1 We then broke up A, B, C, and D and
2 suggested reversing the order to C, B, A. So,
3 first off, "Schedules for library faculty will
4 allow for a reasonable degree of flexibility to
5 attend meetings, sponsor organizations, and
6 participate in campus, division, or collegewide
7 projects and initiatives. In order to perform
8 such duties, the schedules of library faculty
9 may be modified upon the approval of the
10 administration in order to provide adequate
11 service to students and other members of the
12 college community.

13 "Each workweek will not exceed five
14 consecutive calendar days unless waived by the
15 individual library faculty member."

16 If you notice, it got lost with the
17 highlighting, but that part was under C
18 originally. I just broke it out into its
19 separate section.

20 "Each workday will include a 30-minute
21 rest period that may be scheduled, at the
22 discretion of the faculty member, in two
23 15-minute increments or one 30-minute period."

24 And then semester schedule, this is new.
25 D, "Semester schedule requests shall be

1 submitted using the Faculty Schedule Request
2 Form found under the EFSC employee application
3 section of MyEFSC by the date set on the
4 internal college calendar."

5 Again, we're aligning them with the
6 instructional faculty responsibilities. They
7 need to set their schedule at the beginning of
8 the semester. Just like instructional faculty
9 have a set schedule for the entire semester,
10 library faculty should as well.

11 So, we'll have to amend the Faculty
12 Schedule Request Form to have a section for
13 them. That will be a thing that we'll have to
14 talk about with IT should you agree to this
15 language.

16 Under part B, we needed a clarification.
17 Under the Library Faculty Responsibilities, the
18 last sentence in B.1 says, "The administration
19 will provide appropriate resources to enable
20 each library faculty member to perform their
21 responsibilities to the college."

22 The clarifying question that we had was,
23 is it understood that resources also implies
24 staff? That is the administration's
25 responsibility to appropriately staff the

1 libraries with staff members to complete staff
2 duties that fall outside of the realm of
3 librarian faculty duties.

4 DR. SIMPSON: Can you say the last
5 sentence one more time?

6 DR. FILES: So, a librarian faculty member
7 does not perform the duties of a librarian
8 staff member. The librarian faculty member
9 performs the duties outlined in the CBA.

10 So, our question is, in this reference to
11 the administration providing resources, is it
12 understood those resources include proper
13 staffing with the library?

14 DR. SIMPSON: The reason I asked you to
15 repeat the last part of your statement was yes
16 to that part. I mean, we agree that what a
17 librarian does should be clearly delineated and
18 understood by all that's what they do and what
19 the staff do is also clearly delineated and
20 that's what they do and not overlap.

21 Now, in terms of appropriate resources to
22 include staff, it's a tricky question to answer
23 because if a given library -- think of the
24 campus, for whatever reason, is short-staffed
25 temporarily, for example, you know, we would

1 certainly work to correct that, you know, with
2 a replacement as soon as we could, but I would
3 agree that in the interim, the staff duties
4 would not be offloaded onto a librarian.

5 DR. FILES: Can you repeat that last
6 sentence again?

7 DR. SIMPSON: That in the interim, the
8 staff duties, while there's a temporary
9 vacancy, let's say, would not be then put onto
10 the librarian.

11 DR. FILES: Okay. Thank you.

12 MR. LEVITT: The concern also is we want
13 to stay away from some kind of mandated
14 staffing. You say we should have four staff,
15 and we only have three staff --

16 DR. FILES: No, that's not what I'm
17 asking. I'm just clarifying that the
18 faculty -- the library faculty are not expected
19 to take on the duties of the staff should the
20 administration not properly staff the library.
21 It's the administration's responsibility to
22 hire staff to do the staff duties.

23 It's not the library faculty member's
24 responsibility to do responsibilities that are
25 not outlined in the CBA. And Phil answered

1 that question for me. He clarified that, so
2 thank you.

3 And then under part 3.D, we added, "When
4 asked to teach a portion of a course, library
5 faculty members shall be given at least 5
6 business days' notice to prepare. Instruction
7 shall not exceed 75 minutes, and the faculty of
8 record must be in attendance."

9 So, in other words, if somebody brings
10 their English class to the library to get
11 instruction from the faculty library member,
12 that instructor for that communications class
13 must stay with the class. If not, if the
14 instructor leaves, then they're expected to
15 take leave because then the librarian would be
16 acting as a substitute.

17 And then we struck -- we replaced D with
18 D. It originally said, "Library faculty shall
19 be permitted a maximum of 1 hour preparation
20 time for each 1 hour of class time." In other
21 words, they give the 5-business-day notice,
22 they have that time at their leisure to
23 prepare, because, again, we're not given that
24 same as instructional faculty.

25 DR. SIMPSON: Just so I understand the

1 intent behind it, behind the specific wording,
2 the idea is we do not want librarians serving
3 as class substitutes when another instructor --
4 it's their class.

5 DR. FILES: Correct.

6 DR. SIMPSON: So, all the librarian is
7 doing is helping that class with library
8 resources and orientation of the library, but
9 they're not taking on the duties of teaching
10 that class. Is that that intent?

11 DR. FILES: Correct. It's the same as if
12 you have a guest speaker come into your
13 classroom. You're not going to have a guest
14 speaker come in and you, as the faculty member,
15 just leave and go to the faculty lounge and
16 hang out there. So, you're taking your class
17 from your assigned classroom and you're
18 bringing them to the library, and the librarian
19 is acting as a guest speaker. Maybe frame it
20 in that way.

21 MR. LEVITT: They need 5 business days'
22 notice?

23 DR. GOTHARD: If they're going to provide
24 some instruction.

25 DR. FILES: Yeah. If you have a 9:25

1 class, you're not going to call the librarian
2 8:00 in the morning and say, hey, I'm bringing
3 my class for you to teach something to them
4 today. Well, I need some time to prepare for
5 whatever it is you want me to instruct them on.

6 MR. LEVITT: The old language is they got
7 an hour prep time.

8 DR. FILES: Right.

9 MR. LEVITT: But you want to change that
10 to 5 days of prep time?

11 DR. FILES: Well, the 1 hour of prep time
12 we don't get as instructional faculty. You're
13 just told, hey, you have this class to teach,
14 maybe in a couple of days, so just prepare
15 accordingly. So, in other words, they want to
16 get rid of the taking away from their library
17 duties.

18 Like, for me, if I was to sub or, say, go
19 into another class and sub, I'm not going to
20 prepare for that class while I'm performing my
21 normal faculty duties. I'm going to prepare
22 outside of those times. So, that's all this is
23 saying. They're going to give an adequate
24 amount of time to prepare for whatever lesson
25 it is they need to teach.

1 MR. LEVITT: We're going to caucus about
2 that. What if on a Wednesday they decide on
3 next Monday going through it, and they advise
4 the librarian on Wednesday, and then on Monday
5 they can't do it, it's not five days, but
6 there's no reason -- unless you're asking them
7 to reinvent some wheel, there's no reason a
8 librarian should not be able to teach librarian
9 things to students, research or whatever you're
10 expecting them to teach.

11 You're not asking them to prepare a lesson
12 plan. You're asking them to give instruction
13 on the Dewey Decimal System, if that still
14 exists. How's that for an age? Wouldn't they
15 be able to do that?

16 DR. FILES: Maybe.

17 MR. LEVITT: We'll caucus about it with
18 our other people.

19 DR. FILES: Correct me if I'm wrong, do we
20 have a scheduled outline required on the
21 syllabus?

22 DR. SIMPSON: We are supposed to.

23 DR. FILES: So, then faculty should know
24 well in advance of 5 days whether they're going
25 to be bringing the course to a library session.

1 So, really, maybe we should say, instead of 5
2 business days, a semester in advance.

3 MR. LEVITT: There you go.

4 DR. FILES: Food for thought.

5 MR. LEVITT: Under number 4, we had a
6 clarifying question on part B where it says,
7 "Compensatory time may not accumulate more than
8 20 hours in any given week."

9 Our question is, is 20 hours realistic?
10 Is a librarian working 55 hours in a week?
11 Because they have their 35 hours; right? And
12 20 hours of compensatory time would be 20 hours
13 beyond their 30-hour workweek.

14 Is that correct, Darla?

15 MS. FERGUSON: Why would they get comp
16 time? Give me a circumstance.

17 DR. FILES: That's what I'm asking. The
18 language that's in the contract right now, it
19 says, "Compensatory time may not accumulate
20 more than 20 hours in any given week."

21 Is it realistic that a librarian would be
22 serving 20 hours beyond their normal 35-hour
23 workweek? Our question is, should that -- I
24 mean, did somebody just throw that 20 hours
25 into the contract? Should it be more like,

1 maybe, 10 hours instead of 20?

2 MS. FERGUSON: We need to discuss that.

3 DR. FILES: That's the question we're
4 asking.

5 And then in part C, "Must be scheduled and
6 approved using the compensatory time form
7 before extended work is performed." So, we do
8 need to create a tracking system. It's our
9 understanding that right now it's just like a
10 sheet of paper that's shoved in a drawer
11 somewhere. That was our understanding.

12 So, we would like some kind of a tracking
13 system to track compensatory time so that that
14 time is not lost and that they are paid for the
15 work that they are performing.

16 And then the last part is on page 157, the
17 last page of the packet you have. The new
18 appendix for the Library Faculty
19 Responsibilities, that came out of workgroup
20 number 1 in 2004, 2005. You know what I meant.
21 2024, 2025.

22 We did not change any of this. This is
23 the recommended language that was crafted by
24 the librarian faculty members on that
25 workgroup.

1 DR. SIMPSON: So, just about the appendix,
2 I think it does a really good job of covering
3 the core operational duties, including, but not
4 limited to, necessarily, reference instruction,
5 collections, assessment, compliance, and so
6 forth. So, I think that's good.

7 I was just wondering, when I was looking
8 at it, it might not have emphasized or given
9 specific mention of certain duties that I would
10 think are part of the librarian's tasks. And
11 so, what I have here is just something to look
12 at and consider if this might be some new
13 language to add.

14 DR. FILES: Okay.

15 DR. SIMPSON: And it's just food for
16 thought more than anything. Maybe whenever we
17 caucus, you could look at it in more detail,
18 see what you think, maybe have a response now.
19 I'm not sure.

20 DR. FILES: I would like to consult with
21 library faculty since this covers their duties
22 and responsibilities. I'm not a librarian.
23 So, yes, we'll caucus on that. I can't
24 guarantee that we'll have an answer today,
25 though.

1 The next agenda item was 8.10, "Course
2 Modalities," and your side was working on a
3 definition for stacked classes.

4 DR. HANDFIELD: Yes. And I'm waiting on a
5 revised. What they gave me was not what we
6 were looking for, what we considered to be
7 stacked courses.

8 DR. SIMPSON: Yeah. We'll need a little
9 more time on that one because I think, in part,
10 people have different definitions of what that
11 means.

12 DR. FILES: So, I'll share with you
13 something we came up with. Maybe that will get
14 the ball rolling.

15 "Stacked sessions: Two separately
16 enrolled sections of the same course, taught by
17 the same faculty member, meeting at the same
18 time, on the same days, in the same physical
19 classroom, with unified instructional delivery.
20 Assignment of a stacked section shall require
21 the consent of the faculty member.

22 "For purposes of this section, same course
23 means the sections must have: The same prefix
24 number -- the same course prefix and number,
25 the same credit hours, the same catalog

1 description, the same student learning
2 outcomes, the same required educational
3 material.

4 "Two: Each section must maintain a
5 separate CRN, roster, and grading record.

6 "Three: Stacked section limitations:
7 They shall not include honors-designated
8 sections, shall not include developmental
9 education courses, shall not include hybrid or
10 online courses, shall not include laboratory
11 courses, performance-based courses, or courses
12 assigned variable contact hour values, shall
13 not combine sections assigned to different
14 campuses or locations, and shall not be used to
15 exceed enrollment caps established by the
16 course enrollment maximums subsection."

17 DR. SIMPSON: Just a question about 3.F,
18 just so we understand what is being proposed
19 here. Shall not be used to exceed enrollment
20 caps established in that section. Does that
21 mean a total of both section enrollments
22 combined?

23 DR. FILES: So, it means that we're not
24 going to take a single section -- just for
25 clarification purposes, we're not going to take

1 a single section that has, say, a cap of 25 and
2 make it into a cap of 50 and call it a stacked
3 section. It's going to have to be two distinct
4 separate sections.

5 DR. SIMPSON: With each section meeting
6 enrollment --

7 DR. FILES: Requirements for the college.

8 MR. LEVITT: So, together it can exceed
9 25, but each one has to be 25 and 25.

10 DR. FILES: So, each section would have an
11 enrollment cap of 25. So, the total enrollment
12 for both sections in a stacked section would
13 be, at most, 50.

14 DR. SIMPSON: Okay.

15 DR. FILES: And we're not proposing this
16 language as this to become the norm. It's for
17 instances where we need this type of course to
18 be offered. Like, if we lose an instructor or
19 something or we're getting close to the
20 beginning of the semester and enrollment
21 dictates that we need another course, but we
22 don't have a faculty member to teach it.

23 So, okay, I need to open another section
24 at say 10:25. I have nobody that can teach it.
25 Hey, John Smith, I'll take it as a stacked

1 section. You'll have to move me into a
2 classroom that can accommodate that. That's
3 what we're looking for in this situation.
4 We're not looking for this type of modality to
5 be the norm.

6 DR. SIMPSON: I agree. And with that
7 being said, should we add a line to that
8 effect?

9 DR. FILES: We definitely can. Yes.

10 DR. SIMPSON: I think we all agree to that
11 here, but out in the field, so to speak,
12 somebody could read it here without that
13 clarifying sentence in there, they think, oh, I
14 can do this as a normal reality.

15 DR. FILES: Right.

16 MR. LEVITT: I assume it has to be
17 approved by some administrator. A faculty
18 member can't just stack it.

19 DR. FILES: Well, administration sets the
20 schedule. So, the administration comes up with
21 this and approaches the faculty member and
22 says, hey, I would like to offer you a stacked
23 section to teach at this specific time, if
24 you're agreeable to it.

25 DR. SIMPSON: With the understanding, an

1 actual written understanding, that it only be
2 done in special circumstances.

3 DR. FILES: Correct. So, in other words,
4 when we initially draft the schedule, we're not
5 going to put stacked classes on the schedule.

6 MR. LEVITT: This is what, just a new
7 Section in 8.10?

8 DR. FILES: Correct.

9 MR. LEVITT: There's no language on
10 stacked now?

11 DR. HANDFIELD: Correct.

12 MR. LEVITT: Sandy has a question.

13 DR. HANDFIELD: So, I do have a combined
14 course, two separate CRNs, same time, same day,
15 same instructor. Is that compensation
16 different?

17 DR. FILES: That's what we need to discuss
18 next. How do we compensate that stacked
19 section? So, I'm open to ideas. Have you all
20 thought that far yet?

21 DR. SIMPSON: Yes, but I think we might
22 want to discuss in caucus for the compensation
23 part.

24 DR. FILES: Okay. So, we'll let you all
25 look at that in caucus, and then we'll come

1 back to it.

2 8.27 is next. 8.27 starts at the bottom
3 of page 91. The change in language, we
4 discussed this at the last session, moves to
5 page 92. It says, this is dealing with class
6 observations, "For evaluation purposes, the
7 faculty member's class will be observed only by
8 the supervising administrator or dean."

9 Again, we're -- we removed the collegewide
10 chair language from the contract, I believe it
11 was, last year or the year before. This is
12 just one place that we missed. And, of course,
13 we don't have associate deans right now. So,
14 we struck that language, and we went again how
15 we did throughout the rest of the contract. We
16 used the language supervising administrator or
17 dean. So, this just parallels language that we
18 use elsewhere in the CBA.

19 DR. HANDFIELD: So, my thought was there
20 is one specific, say, public safety that the
21 faculty report to the dean, and in all other
22 cases, they're reporting -- faculty are
23 reporting to their supervising administrator as
24 a collegewide chair.

25 So, could that be, let's say, the one side

1 of the house, if we're saying an SA or the
2 dean, or would we just leave it as supervising
3 administrator because the dean in public
4 safety, they're reporting, so they would be
5 their supervising administrator even though he
6 has a different title?

7 DR. FILES: Correct. But on our side of
8 the house, I have the supervising
9 administrator, who is the collegewide chair,
10 and then my collegewide chair has a supervisor,
11 who is the dean. The dean is not my
12 supervising administrator.

13 So, if we remove the language of dean,
14 suppose my supervisor goes out on leave, who is
15 covering for her? Normally, it would be the
16 dean; correct?

17 So, if we don't have the language of dean
18 in here, then that means if I'm up for, say, an
19 evaluation and my supervisor isn't here to
20 evaluate me, then I don't get an evaluation,
21 and I'm, by default, considered satisfactory.
22 So, I mean, I'll remove the "dean" if you want
23 me to.

24 MR. LEVITT: We should keep "dean."

25 DR. FILES: So, again, just for

1 clarification, so we understand, when we say
2 "supervising administrator or dean," we're
3 referring to the dean who is the supervisor of
4 the supervising administrator. We're not
5 talking about a dean of enrollment or a dean of
6 institutional effectiveness. We're only
7 referring to the dean who is the supervisor of
8 the supervising administrator.

9 Do we need to clarify this, or do we
10 understand that's what this language means?

11 MR. LEVITT: I don't think we need to
12 clarify it.

13 DR. FILES: It's in the record that this
14 is what we intended to do.

15 MR. LEVITT: Is that the only change?

16 DR. FILES: Correct, that's the only
17 change.

18 MR. LEVITT: In this Section 8.26, is that
19 the language --

20 DR. FILES: We already TA'd that.

21 MR. LEVITT: We're okay with that.

22 DR. FILES: The next item is 6.20. So, if
23 you recall, we were designing the electronic
24 system for reporting academic integrity
25 violations during our last full book, so we

1 didn't get around to clarifying that language
2 in the contract. So, this just takes care of
3 that right now.

4 I gave you the MOU language, and you can
5 compare it to the language on page 48 and 49 to
6 ensure that it aligns. So, it's the second
7 part of the MOU where it says, "Faculty detect
8 and document a verified academic integrity."
9 That's the new language, and it has been
10 integrated into 6.20.B.1 and 2.

11 MR. LEVITT: Yes, we see that. That looks
12 good.

13 DR. FILES: The next item on the agenda is
14 the MOU for Article 10.3 and 10.4. This I
15 would like for you all to take some time to
16 review because it was a little bit of an
17 integration that needed to take place. So, I
18 don't want to TA this right away. I would like
19 multiple eyes to look over it to make sure that
20 it is accurate.

21 DR. SIMPSON: Okay.

22 DR. FILES: We signed an MOU on 13 October
23 2025 that revised the MCC FDIP submissions for
24 a faculty. We changed the language from --
25 that is currently in the CBA, and we agreed to

1 the new language that says, "Activities toward
2 MCC or FDIP not denied or returned for
3 corrections by the supervising administrator
4 within 14 days of submission shall be deemed
5 approved. This 14-day window will pause if the
6 supervising administrator is out on approved
7 leave and will resume when returned from leave.

8 "Activities toward MCC that are returned
9 for correction: In addition to the automatic
10 email, the supervising administrator will
11 concurrently notify the faculty member via
12 email of what must be corrected. The faculty
13 member must resubmit the required corrections
14 no later than June 29th of year three of the
15 cycle. No corrections to submissions will be
16 permitted after June 29th of year three of the
17 cycle.

18 "Activities towards FDIP that are returned
19 for correction: In addition to the automatic
20 email, the supervising administrator will
21 concurrently notify the faculty member via
22 email of what must be corrected. The faculty
23 member must make the required corrections and
24 resubmit the activity no later than June 29th
25 of the fiscal year. No corrections to

1 submissions will be permitted after June 29th
2 of the fiscal year."

3 Again, for FDIP, the submissions for FDIP
4 were on the fiscal year cycle. That's why
5 we're not talking about the three-year cycle
6 because that's separate. So, again, we did
7 integrate that language in 10.3.A.2, B and C;
8 10.3.A.3, B.4, 5, 6; then for non-tenure
9 faculty, 10.4.C.4, 5, 6.

10 So, I would ask that you please review
11 that during your caucus. If we don't get to it
12 today, we can always revisit it at our next
13 session.

14 MR. LEVITT: Sounds good.

15 DR. FILES: The next item on the agenda is
16 Appendix R, "Student Course Opinion Form."
17 We've already discussed this form at length.
18 We've just have not TA'd it. I didn't print it
19 off last time, if you recall.

20 There was one clarifying question that we
21 still had outstanding on page 2 about the hard
22 coding of the survey itself. Of course, all
23 students will be given the block on page 1, and
24 then, according to the course modality, they
25 will get one of the blocks that are contained

1 on page 2 and 3, and then, of course, all
2 students will get the open-ended questions at
3 the end of page 3. I don't know if IT has
4 gotten back to you or not about whether they
5 were able to hard code this, depending on the
6 course section number, or not. Yes, no, maybe?

7 DR. HANDFIELD: I don't recall my exact
8 conversation with Jose, but I believe the
9 answer is yes, but I'll confirm.

10 DR. FILES: If it is, hallelujah. That
11 would be awesome.

12 DR. SIMPSON: We might be able to confirm
13 during caucus.

14 DR. FILES: Okay. But that had no bearing
15 on whether we could TA this or not. So,
16 basically, the top of page 2 would just go away
17 and just be replaced with some statement that
18 says, students will be given one of the
19 following based on the course section number,
20 something to that effect.

21 DR. SIMPSON: Is it possible to TA pending
22 IT's --

23 DR. FILES: I don't have a problem with
24 that if you all don't.

25 MR. LEVITT: You're saying if we do that,

1 take out the top of two, all that A through F?

2 DR. FILES: Yeah. That would not be
3 needed because the students wouldn't be given a
4 choice to skip to a certain section. The form
5 would just be automatic. They would be given
6 the block on page 1, and then they would be
7 given one of these things automatically.

8 DR. HANDFIELD: But if they can't, then
9 they can go to each section for each course.

10 DR. FILES: Right. If IT can't do that,
11 then we have to keep this language in the form.

12 MR. LEVITT: So, if we're going to TA
13 it, we probably --

14 DR. FILES: Let's just wait until we get
15 an answer from IT. How about we do that?

16 MR. LEVITT: Okay.

17 DR. FILES: We do have two last agenda
18 items. It's actually evaluations, Appendix H.
19 But before we get there, I forgot to ask you
20 all if you all had any new language that you
21 wanted to present. I think you had mentioned
22 something at the last session that you might
23 have language. I don't recall.

24 DR. SIMPSON: I don't think we do.

25 MR. LEVITT: I don't think we do. We were

1 talking about something, but I think it's
2 probably more appropriate to just hold it to
3 next year with the full book rather than try to
4 deal with it here in the reopener.

5 DR. FILES: So, you have before you
6 tenured faculty review form; the non-tenured
7 faculty performance review form; the Section 3
8 and Section 4, observation criteria and
9 evaluation conference and overall rating
10 criteria; and then the Appendix I, the
11 on-campus classroom observation guidelines; and
12 then, of course, the Appendix New for regular
13 and substantive interactions. All this goes
14 together. I don't know where we want to begin
15 the discussion.

16 MR. LEVITT: At the beginning.

17 DR. FILES: We've had no changes to the
18 documentation since we initially presented them
19 except for, of course, the one change that we
20 mentioned previously for tenured faculty
21 performance review. Section 3.A, we did strike
22 the two 30-minute observations during years one
23 and two and went with the current CBA language
24 of, at most, one 50-minute observation during
25 year three. That is consistent with the

1 three-year MCC cycle that faculty are evaluated
2 at the end of their cycle periodically
3 throughout like annual-contract faculty.

4 MR. LEVITT: What do you think about the
5 review every year, like the way it was first
6 written?

7 DR. FILES: We're not annual-contract
8 faculty. That's for annual-contract faculty,
9 not tenured faculty.

10 MR. LEVITT: No, I understand that. But
11 part of the three-year deal, if you get just
12 one, I assume it would be -- I don't know. I
13 assume it's more towards the last year than the
14 first year.

15 DR. FILES: It's in year 3. That's the
16 current contract language.

17 MR. LEVITT: Tenure what?

18 DR. FILES: The observation is done during
19 year 3 of the third-year cycle.

20 MR. LEVITT: Okay. So, part of
21 observation is to determine how you're doing,
22 not just did you make it. You could be going
23 along for three years and say, nobody has ever
24 talked to me about a problem; I don't know
25 what's going on. All of a sudden you get a bad

1 evaluation, and you say, why didn't you say
2 something to me in year 1? Why didn't you say
3 something to me in year 2? But if we don't
4 have the observation, then we don't have the
5 ability to do it.

6 DR. FILES: You have conferences
7 throughout year 1 and year 2 that you can
8 discuss with faculty of any issues that might
9 be pertaining to their final observation,
10 but --

11 MR. LEVITT: Does that mean you don't like
12 the idea?

13 DR. FILES: Well, I mean, if we're going
14 to be honest, we've already lost one
15 collegewide chair back to faculty because of
16 her workload. I don't see how it's possible
17 for evaluations to take place every single year
18 for every single faculty member. That faculty
19 member that -- supervisor that returned to
20 faculty didn't actually perform any evaluations
21 because she was so swamped.

22 So, now you're trying to quadruple,
23 double, whatever you want to call it, staff
24 more observations. It's not feasible, and
25 again, it's counter to the current practice

1 that we have in place. And I'm not going to go
2 against the faculty wishes. That's what they
3 wished. They wish the system to remain the
4 same, and that's how I'm going to present it.

5 MR. LEVITT: Just floating the idea.

6 DR. FILES: I understand.

7 MR. LEVITT: Thought maybe you'd like it.

8 DR. FILES: So, along with the performance
9 review forms, we also have Appendix I, which
10 was revised by the workgroup. We did not have
11 any changes to that either.

12 And then, of course, the regular and
13 substantive interactions that we presented at
14 the last bargaining session is contained within
15 this packet as well, the new appendix within
16 the CBA.

17 DR. SIMPSON: No changes for I. We do
18 have some proposed counter language for the new
19 appendix for RSI. I'll start with a couple
20 comments about it and why it's a good thing and
21 then talk about what I think we still should
22 add to it. Okay.

23 So, I do want to acknowledge the intent
24 behind this appendix is to help clarify for
25 faculty and supervisors alike about what

1 constitutes federally required, regular
2 substantive interaction to help with evaluation
3 performance reviews. And that's a very good
4 thing.

5 I talked to a lot of chief academic
6 officers at other institutions that wish they
7 had something like this in place to help with
8 performance reviews. So, it's good that we're
9 having this conversation, that we're having
10 this new appendix that will be part of the CBA.

11 I'm cautious, though, about a couple
12 pitfalls that we could run into by doing it,
13 and that would include a risk of falling short
14 or altering the federal RSI language, not
15 necessarily intentionally doing so, but in the
16 interest of giving faculty specific ideas of
17 how to comply with it.

18 And it's important to note that the
19 federal language is nonnegotiable. So, we do
20 run the risk of at least appearing that we're
21 trying to do exactly that if we're not careful
22 how we word things here.

23 So, with that, I'm concerned there's a few
24 compliance gaps and ambiguities in the proposed
25 appendix language that I do have a counter for

1 that I'd like you to consider. In particular,
2 I just want this document to be able to pass
3 muster should there be an audit at the federal
4 level or should there be an accreditation
5 issue.

6 Both SACSCOC and HCOC are required to work
7 with us to determine how we meet federal
8 requirements, including RSI. So, that's a big
9 part of our concern as well. But again, it's a
10 good thing that we'll have this because it's
11 not bad at all. We just have some proposed
12 language to add to it.

13 DR. FILES: Okay.

14 DR. SIMPSON: So, with that, I know
15 there's a lot of new language here, then I can
16 walk you through, at least, the intent behind
17 it, and you can look at the wording. I think
18 what we're really trying to do here in terms of
19 any revision to it is to make very clear that
20 it's a clear minimum weekly requirement, to
21 clarify that passive content is not sufficient
22 to meet RSI, to strengthen the
23 instructor-initiated language throughout, to
24 show that we're requiring active engagement
25 plus monitoring on the part of the faculty

1 member, to tighten a little bit the substantive
2 compliance language where there may be may's --
3 may type of language, to substitute or to put
4 in its place shall kind of language, and a
5 statement about the risk of an online course
6 being labeled a correspondence course.

7 If during an audit that would happen, any
8 federal financial aid that was disbursed either
9 for that course or courses would have to be
10 returned by the institution to the federal
11 government.

12 So, that's why this one is really
13 important to get right. So, this is some
14 proposed language for you to consider to see if
15 you would find it acceptable to make some
16 amendments here. I would assume you probably
17 need time to look it over. I know there's a
18 lot.

19 MR. LEVITT: Any the initial questions
20 before you caucus?

21 DR. FILES: That's why I'm scanning it
22 before we go.

23 I don't have any questions right now, but
24 we probably will have some after caucus.

25 DR. SIMPSON: Okay.

1 MR. LEVITT: Okay.

2 DR. FILES: Is there anything else in
3 regards to this agenda item?

4 MR. LEVITT: With that agenda item? I
5 mean, on that one, I guess we have H.

6 DR. FILES: Yeah. Before I move on to H.

7 DR. SIMPSON: I think as far as this
8 agenda goes, a lot of it does depend on if
9 we're okay with this, but as far as the forms
10 and everything else, we don't really have any
11 questions about those.

12 DR. FILES: So, our last agenda item for
13 today is Appendix H. I gave you two packets.
14 I had some homework to do. We discussed at
15 last session removing the categories and
16 cleaning this up, and I did just that.

17 So, the second packet, it doesn't have
18 categories, but I reorganized all of the items
19 based on the type of activities so that we can
20 make sure that we don't have, like,
21 duplications or stuff elsewhere. So, in my
22 mind, that was the best way that I could go
23 about doing this.

24 So, I guess it's just a matter of you all
25 looking over it. I don't think we should TA

1 this today. Do some homework, look at it,
2 maybe come up with any questions we might have,
3 make sure anything wasn't left off from the
4 original. And we also still need to answer the
5 question, do we want to -- initially looking at
6 this, do we want to do away with the categories
7 or not?

8 MR. LEVITT: I see your getaway. This is
9 what it would look like if we did want to do
10 away with them.

11 DR. FILES: The first document is the
12 current Appendix H with all of the edits, and
13 then the second document is Appendix H with the
14 categories removed and the edits accepted.

15 MR. LEVITT: You're right. We'll have to
16 review this carefully and ultimately discuss
17 and make a decision whether to do away with the
18 categories or not, so --

19 DR. FILES: So, how long do we want to
20 caucus?

21 MR. LEVITT: At least a half hour.

22 DR. FILES: Start with a half hour, and if
23 we need to increase by 10-minute increments, we
24 will.

25 DR. SIMPSON: Okay.

1 DR. FILES: So, we're going to go to
2 caucus. We'll leave this time.

3 (A caucus was had from 2:39 p.m. to 3:32
4 p.m.)

5 DR. FILES: We're back from caucus. We're
6 going to start at the top of the agenda. We're
7 at 8.5. You all had some stuff to review
8 there.

9 I know that you had also given us some
10 edits to the appendix for the library faculty
11 responsibilities. I did not get an answer back
12 from the librarian, so I'll have to meet with
13 them between now and next session, and then I
14 will have an answer for you during our next
15 session on the new appendix.

16 But we can review the language in Article
17 8.5 that we presented to you, if you have
18 something to cover on that.

19 MR. LEVITT: So, on that one -- this is
20 8.5, on page 63, D, which was the 5 days'
21 notice and staying, the faculty member must
22 stay in attendance, we're okay with that.

23 On the bottom of that page, in looking at
24 this, this really is, I think, or rethink, is
25 old language because it defines library

1 faculty, you know, faculty, and the librarians
2 do not actually get comp time. That's for
3 staff.

4 So, if they have to work over 35 an hour
5 or two, just like when you work 50 or 60 hours,
6 you don't get more. This language really needs
7 to be struck because they really don't get comp
8 time. This is the comp time in using the form.
9 They don't get comp time. They haven't been
10 getting comp time if they work over 35.

11 So, that language, really starting at 4, I
12 guess we have to look at it, but -- well, the
13 first sentence says, "is intended as
14 compensation for all hours worked," and then it
15 goes on to talk about if they're working over
16 35. So, the intention is it's their
17 compensation for all hours worked, just like it
18 is for faculty.

19 So, really, the rest of 4 really is just
20 left -- quickly, would be the first sentence
21 and the other language providing for comp time
22 is not -- they probably don't really have much.
23 I don't know if you have this situation.

24 DR. FILES: So, for example, say a
25 librarian is scheduled to work 8 to 4. That's

1 part of their 35-hour workweek. And then you
2 have a night class that wants to have them in
3 to give a class at 6 p.m. It's my
4 understanding that they would get comp time for
5 that.

6 So, are we saying that instead of giving
7 them comp time and banking it to where they
8 could use it down the road to replace an hour
9 of their regular 35-hour workweek -- I'm
10 assuming that's how comp time works, Darla?

11 MS. FERGUSON: It doesn't work for
12 professional staff.

13 DR. FILES: So, if you get an hour of comp
14 time, how do you use that?

15 MR. LEVITT: If a staff person, who is
16 entitled to comp time, gets comp time, they use
17 it like vacation. They say, I've got 8 hours
18 of comp; I want Thursday off.

19 But what we're saying is it should not
20 be -- actually, I don't think it's applying to
21 librarians. I don't know if they work a night
22 class or something, but I don't think they're
23 currently getting comp time at this point.
24 They're salaried as a professional, just like
25 all of the faculty. It just covers the time.

1 DR. FILES: So, then, if they're going to
2 teach, say, for example, a night class, that
3 would then be considered an overload, and
4 that's how you're going to pay them? Because
5 that would be in addition to their already
6 35-hour scheduled workweek.

7 MR. LEVITT: But if you grade papers after
8 hours, you don't get paid more.

9 DR. FILES: That's a completely different
10 scenario. It would be synonymous to somebody
11 saying, hey, Dustin, I need you to come in and
12 cover Katina's night class at 6 p.m. I'm not
13 going to do it for free. I'm not going to say,
14 I'm coming in when I'm off, when I'm not
15 scheduled to teach, and I'm just going to cover
16 that class and not be compensated for it.
17 That's not how it works.

18 MR. LEVITT: It depends what they're
19 doing, I guess.

20 DR. FILES: I would be considered a
21 substitute. I would be considered a
22 substitute.

23 MR. LEVITT: Looking at the other end,
24 making it simpler, if they're scheduled 8 to 4
25 and they're busy and they stay until 5, they

1 don't get comp time. They're just doing their
2 job, finishing up the project, something like
3 that.

4 So, it's like if a student kept you after
5 hours or whatever and you talked with them or
6 whatever, you don't get paid for it. Now, if
7 you're talking about teaching a class or
8 substituting, something like that, that's a
9 different discussion, I'd say.

10 DR. GOTHARD: It's something that's
11 scheduled. So, what we're saying is if the
12 faculty are going to be scheduled those extra
13 hours, they have to be compensated. If they
14 choose to stay late for something, that's
15 different, just like if I choose to grade
16 papers when I'm technically done with work for
17 the day versus waiting until the next morning
18 to do it when I'm back in my office.

19 So, if you're talking about actually
20 scheduling them outside of 35 hours, they must
21 be compensated for that.

22 DR. FILES: Right.

23 MR. LEVITT: I think maybe we need to talk
24 about it off-line too. That's a different
25 issue. I'm saying if they say, I want to

1 finish and stay a little late, they don't get
2 comp time. If the supervisor asked them to get
3 them a list and it took them an extra hour,
4 they wouldn't get comp time. Even though
5 they've been asked to do it, they wouldn't get
6 comp time.

7 You're talking about scheduling --

8 DR. FILES: If it's outside of their
9 scheduled working hours -- if it's outside of
10 their scheduled working hours, they are not
11 required to do it.

12 MR. LEVITT: But they're professionals, so
13 their salary covers all hours worked.

14 DR. FILES: Up to 35 hours. Our contract
15 is based on a 35-hour workweek. That is in the
16 contract.

17 MR. LEVITT: But if you work more -- we
18 hear it all time. You guys work 40, 50, 60, a
19 hundred hours grading papers, planning
20 syllabuses, doing your study, reading books,
21 you don't get paid extra.

22 DR. FILES: You're specifying a difference
23 between a choice and a requirement. So, if a
24 library member is required to come in and teach
25 a class at 6 p.m., that's not a choice that

1 they're making to do.

2 MR. LEVITT: I'm saying that may be
3 different if you're being assigned to do
4 something. I'm talking about general work. If
5 they take work home, they're working on
6 resources -- I don't know what a librarian
7 does. I've never been in a library my whole
8 life, I think. Just kidding. Just kidding.
9 Just kidding. I think law school I went once.

10 But, you know, if they bring a project
11 home, bring a file home, stick it in a
12 briefcase and say, I'm going to finish this
13 biography tonight, they don't get paid extra.
14 We agree with that. They're just doing their
15 work, it's voluntary, just like when you're
16 grading papers. So, they can work more than 35
17 hours. Now, if they're assigned, that may be a
18 different discussion.

19 DR. SIMPSON: Can I maybe phrase it a
20 different way?

21 MR. LEVITT: Thank you.

22 DR. SIMPSON: If you're looking at
23 shifting hours or flexing time to accommodate
24 that kind of request -- in other words, you're
25 not going over 35 hours, but you're shifting

1 your schedule around, I think that's more
2 typical of how this would work.

3 I don't think -- I think the problem we're
4 pointing to here is, to our knowledge, we're
5 not doing comp time for librarians. I think
6 they're handling within their scheduled hours
7 even if they have to move things around.

8 DR. FILES: But we've made a change to
9 that. So, again, they're librarian faculty;
10 correct? They have the title faculty.

11 DR. SIMPSON: Uh-huh.

12 DR. FILES: Faculty have a set schedule
13 throughout the term. So, for me, for example,
14 I can't all of a sudden have a 9:25 class on
15 Monday and say, oh, you know what, guys? We're
16 going to flex this class today, and I don't
17 feel like teaching it on Monday. I'm going to
18 teach it on Tuesday at 9:25.

19 We can't do that. And that goes back to
20 what we presented in this article, that the
21 librarians will set their schedule, and that
22 will be their schedule for the semester. So,
23 anything worked beyond their 35 hours, just
24 like for us, it's classified as an overload.

25 So, in the language that we have here,

1 this comp-time language, maybe we just need to
2 reflect it and change the language from comp
3 time to overload time.

4 DR. SIMPSON: Because I think that's the
5 confusing part of it. Compensatory time is
6 something that would normally apply to staff,
7 and your whole argument is that they're not
8 staff.

9 DR. FILES: Correct.

10 DR. SIMPSON: But this gets very muddy
11 because we're using language that applies to
12 staff.

13 DR. GOTHARD: I have a question about this
14 then for library faculty, because something
15 that does come up is when they are short of --
16 if we can't adequately staff the hours that are
17 given library faculty, then they're expected to
18 work longer than 35 hours; is that correct?

19 MR. LEVITT: Not necessarily.

20 DR. GOTHARD: I'm just trying to
21 understand if in any way that happens, how are
22 we handling the payment for those faculty then
23 for the hours above 35 if they have to staff
24 the library for longer than 35 hours a week,
25 especially on the small campuses where you have

1 one library faculty member in Titusville? Are
2 we up to two now? How many in Titusville?

3 One. That one person can't possibly be in
4 the library the entire time. So, how are we
5 covering the other hours when we're required to
6 have a library faculty member in the library,
7 and how is that person being compensated?
8 Because those will inevitably have to be hours
9 above and beyond 35 hours.

10 MR. LEVITT: You're saying if they're
11 required to --

12 DR. GOTHARD: We're required by our
13 accrediting body to have adequate staffing of
14 library faculty at those libraries.

15 DR. FILES: So, perhaps, then, the fix
16 here, as I previously mentioned, is that we
17 retool this language and replace it with the
18 same language that we have for instructional
19 faculty; that if they have to go beyond their
20 35 hours, then they get paid overload pay based
21 on the time worked, because that's basically
22 how full-time instructional faculty are paid
23 beyond their 35-hour workweek. So, maybe we'll
24 look at that, and we'll come back with new
25 language next time.

1 DR. SIMPSON: I think we'll have to,
2 because what is causing the whole discussion
3 here is this idea of compensatory time, which
4 is something that HR uses to refer to staff.

5 DR. FILES: Uh-huh.

6 MS. SPENCER: So, what happens in
7 Titusville when --

8 DR. FILES: Lynn has a question.

9 MS. SPENCER: What happens in Titusville
10 when they don't have a librarian, if she gets
11 sick or --

12 MR. LEVITT: You said what happens if the
13 librarian is not there?

14 MS. SPENCER: Yeah. We only have one up
15 there in Titusville. So, what happens?

16 Sharon, do you know?

17 UNKNOWN SPEAKER: To my knowledge, there's
18 nothing that says a librarian is required even
19 if the library is open. We have had librarians
20 who have covered across campuses for extended
21 outages, but otherwise, we have staff, we have
22 student workers, we have other library coverage
23 so the library still functions for the students
24 who need it and the faculty who need it.

25 MS. SPENCER: Okay. Thank you.

1 UNKNOWN SPEAKER: You're welcome.

2 DR. FILES: Did you have any feedback on
3 8.5.A.1?

4 MR. LEVITT: That's all right. The 30
5 hours per week must be on-campus language?

6 DR. FILES: Uh-huh.

7 MR. LEVITT: Yeah, that's okay.

8 DR. FILES: Yeah, that entire block on
9 page 61 all the way to the top of 62.

10 MR. LEVITT: Yes, that's okay. I'm just
11 reading C. It sort of at least touches on what
12 we're talking about. Schedules for other
13 faculty will allow for a reasonable degree of
14 flexibility to attend meetings, sponsor
15 organizations, participate, blah, blah, blah,
16 blah, blah.

17 And I think that's maybe -- I can't speak
18 for Phil, but, you know, if they have something
19 at night, maybe they come in late that morning
20 knowing they got to be there at night, they
21 flex their time. That addresses that. They
22 have flexibility based on other meetings and
23 other responsibilities.

24 So, if they have something in the evening,
25 they have the ability and have been permitted

1 to flex their time in that workweek where they
2 come in late that morning, the next morning,
3 they use it for doctor appointments two days
4 later, say, hey, I was here, I have a few
5 hours. Basically, it's ability to flex, and I
6 think that's how it's been handled, or could be
7 handled, should be handled.

8 DR. FILES: But the compensatory -- in my
9 mind, the compensatory language that's in the
10 contract is there in case that flexibility
11 doesn't exist. Suppose there's some kind of
12 accreditation event going on that requires them
13 to be on campus for their entire 35-hour
14 workweek, and then on top of that, they have to
15 teach a night class now. How do they get
16 compensated for that? So, you can't flex it
17 from week to week.

18 So, we do need to revisit the Section 4 on
19 page 63. And again, in my mind, the best way
20 to address that is the overload language that
21 we have for instructional faculty. So, if, by
22 chance, they can't flex their week and they
23 have to work additional time, they wouldn't get
24 compensatory time because, as Darla pointed
25 out, that's for staff. So, they would be paid

1 at overload rate for those additional hours
2 worked.

3 DR. SIMPSON: I also just want to add, I
4 think in practice, we have -- we don't really
5 run into this. So, I think we're talking about
6 something that could happen, of course, but
7 something we need to address --

8 DR. FILES: We take it out and eventually
9 it's going to happen.

10 DR. SIMPSON: We need to address it. I
11 agree with that. I think that's been sort of
12 the disconnect.

13 It's like, okay, I guess that could
14 happen, but in practice, we are not running
15 into it, including this hypothetical night
16 class that somebody has to cover once they've
17 worked the 35 hours. It's just not been
18 happening that way, but it could. Yeah.

19 DR. FILES: All right. So, I'll look at
20 that, and we'll present some language at the
21 next session.

22 Then the next point was 8.10, "Course
23 Modalities."

24 MR. LEVITT: We need to further review
25 that, so -- we need to talk about that some

1 more, so we'll come back to you on that next
2 time.

3 DR. FILES: Did you all think about
4 compensation at all for the stacked sections,
5 or do you still need to come back to that?

6 MR. LEVITT: I don't think we did. That's
7 part of the open question, I guess. Just
8 trying to figure out how it applies, you know,
9 what the exceptions could be, or all the weird
10 situations that could crop up.

11 DR. SIMPSON: So, in particular, we're
12 looking at performance-based classes. We think
13 we want to look into that a little more to make
14 sure we're not boxing ourselves in on something
15 here. If you were asking performance-based
16 classes faculty in crafting this, I don't know.
17 It doesn't matter. We want to make sure. We
18 think we're okay on it, but we've got to check
19 a few things.

20 DR. FILES: Can I ask a follow-up
21 question? Regarding performance-based courses,
22 do those courses have a set
23 instructor-to-student ratio?

24 DR. SIMPSON: A set instructor-to-student
25 ratio?

1 UNKNOWN SPEAKER: Yes.

2 DR. FILES: That's why we have it in here,
3 because you can't stack a performance-based
4 course because then it would exceed the
5 student-to-instructor ratio. I knew there was
6 a reason why it was there.

7 DR. SIMPSON: Okay. That's part of the
8 reason we need to check it out. Again, we
9 think we're probably okay, but we can't say
10 with a hundred percent certainty.

11 DR. FILES: So, just clarification for
12 next time, we're going to look at the
13 compensation model for this, and we also need
14 to draft language as far as we discussed this
15 isn't going to be the norm. So, we have to --
16 one sentence at the top, maybe some kind of
17 mutual consent between the administration and
18 UFF, or something to that effect.

19 Would you all like some extra time to
20 review Article 10, the MOU?

21 MR. LEVITT: I think we're good. We did
22 do that.

23 Are we good on the MOU language in Article
24 10?

25 DR. SIMPSON: Uh-huh.

1 MR. LEVITT: So, we're good with that. We
2 TA'd 6.20, but we're good with 10.3.

3 DR. FILES: So, you're ready to TA --

4 MR. LEVITT: Yeah.

5 DR. SIMPSON: While you're doing that, we
6 can also circle back to -- oh, no. I'm sorry.
7 We're not there yet. Nevermind.

8 MR. LEVITT: The next item was Appendix R.
9 The information we have received is that we
10 believe that can be coded, as we've been
11 discussing. So, if you want to pull the
12 language and add some new language, unless it's
13 something we can do here with crossing out or
14 whatever, but otherwise, we're taking out that
15 language and then adding that it will be coded,
16 et cetera.

17 DR. FILES: So -- let's see. So, we add
18 something to the effect of one of the following
19 blocks of questions will be assigned to the
20 course based on the course section ID?
21 Something to that effect. That doesn't really
22 sound great, but I'll it put there and then we
23 can wordsmith it.

24 DR. SIMPSON: The first question IT had
25 for us was, how soon do you want it done? Not

1 by next week; right? I said, no, we're fine
2 with sometime in the fall of 2026.

3 MR. LEVITT: Basically, we're saying the
4 student will be provided the appropriate form
5 for their class.

6 DR. FILES: So, how about, the survey will
7 include one of the following based on the
8 course modality, and then if we find something
9 better, we'll just call it a scrivener's error?

10 DR. HANDFIELD: So, a complete one for
11 each course that they're registered for?

12 DR. FILES: Yeah, they'll still do that.

13 So, we looked at the language you gave us
14 for the new appendix for regular and
15 substantive interactions. We compared it to
16 the actual federal standards, and we have a lot
17 of cleanup that we need to do.

18 Looking at the language that you all
19 presented, it looks as though you're including
20 a substantial amount of more work than is
21 required by federal standards. So, we need to
22 look at this and compare it a little bit more
23 closely to what our expectations are for RSI,
24 and we will present a rebuttal at the next
25 session.

1 And then the only other item on the agenda
2 was the Appendix H. I think the big question
3 that we need to address is do we really want to
4 look at removing the categories and going with
5 no categories or not before we make any further
6 decisions on Appendix H.

7 MR. LEVITT: And we need to look at that.
8 Is there any discussion to have, whether pros
9 and cons? Any thoughts you might have you want
10 to share today? I don't know that we have any
11 as far as pros and cons, or we just both need
12 to look at it.

13 DR. SIMPSON: This is the changes accepted
14 document?

15 DR. FILES: Correct. And the reorganizing
16 and the removal of the categories.

17 MR. LEVITT: So, we have another meeting
18 next week?

19 DR. FILES: Next Wednesday.

20 MR. LEVITT: Next Wednesday.

21 DR. FILES: And then the following
22 Monday -- Monday.

23 MR. LEVITT: I'm sure you all are keeping
24 up as well or better than we are on the
25 legislative budget actions.

1 DR. FILES: Or lack thereof.

2 MR. LEVITT: You can probably tell us more
3 than we know, but obviously, we don't know much
4 yet. I think we can all agree to that. It
5 makes it very difficult for all of us.

6 We'll just keep monitoring that, and as
7 soon as we have something to -- that we can
8 talk about, we will. Obviously, we want to get
9 this done too.

10 DR. FILES: Correct. Anything else for
11 the good of the cause?

12 DR. SIMPSON: Nothing here.

13 DR. FILES: Okay. Nothing for us. Then I
14 think we'll call it a day. Thank you,
15 everybody, for those of you that are online.
16 We'll see you next time, maybe.

17 (These proceedings were concluded at 4:03 p.m.)

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REPORTER'S CERTIFICATE

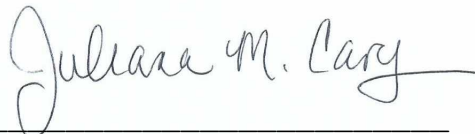
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I, Juliana M. Cary, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 3rd day of June, 2026.



Juliana M. Cary