

TRANSCRIPT OF THE
UNITED FACULTY OF FLORIDA
NEGOTIATION MEETING

March 5th, 2015

Eastern Florida State College

Melbourne Campus

Melbourne, Florida

The transcript of the United Faculty of
Florida Negotiation Meeting taken before Jill Casey, Court
Reporter, held on the 5th day of March, 2015, commencing
at 2:00 p.m.

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1 DR. MIEDEMA: Okay. It is now officially 2:00
2 o'clock, I'd like to go ahead get started. Sandy
3 Hanfield will not be here today because her husband
4 had to be out of town. And Jack Parker will not be
5 here today either because he's had a death in the
6 family. So -- and Tony Akers is running late. So,
7 we'll start with Darla and I.

8 MS. SPENCER: And Niko has a sick child I
9 understand and Robert is travelling. You told me.

10 MS. FERGUSON: Yeah.

11 DR. MIEDEMA: So, I passed had out just a brief
12 agenda just to kind of keep us on track. If that's
13 acceptable, then we can proceed. If you want to make
14 any changes to the agenda, let's go ahead and do that
15 now.

16 MS. SPENCER: That looks fine.

17 DR. MIEDEMA: The first item on there is
18 proposed language changes concerning the points and
19 what I did after our last conversation two weeks ago
20 is I went through the whole contract and anywhere
21 where it made a reference to release time or points,
22 I made sure everything was consistent in the language
23 and I sent that to Lynn earlier in the week.

24 MS. SPENCER: Right.

25 DR. MIEDEMA: So, were there any issues with

1 that? I know that article -- changing the Article 8
2 will hold until we do the discussion on Article 8,
3 but there any other issues, discussions with any of
4 these others?

5 MS. SPENCER: We'll go through them when we go
6 through the articles but it looks fine from there.
7 Like changing in the article sixteen points instead
8 of three credits.

9 DR. MIEDEMA: Yes. The reason I ask that
10 question is I've already sent the template that we
11 developed to Betsy Wetsell in IT to start the
12 development process to get this put into the system
13 and I wanted to make sure I didn't have to pull it.

14 MS. SPENCER: That's great.

15 DR. MIEDEMA: So, which would you like to
16 address first?

17 MS. SPENCER: So, that's --

18 DR. MIEDEMA: That is the template.

19 MS. SPENCER: We off of item number 1 then.

20 DR. MIEDEMA: Yes.

21 MS. SPENCER: Do you want to review Article 8?
22 We sent you -- Debra Marshall and I sat down, Debra
23 made me sit down, and we went through and we
24 reorganized -- most of it's reorganized taking the
25 language and collating it in a way that makes sense

1 and then there are some minor things in there, I
2 think they're highlighted, but we should go through
3 the article and make sure that everything's
4 consistent. If you have any comments on it right
5 now. Is it all right if we go through it together or
6 would you like to -- how would you like to handle
7 that?

8 DR. MIEDEMA: No, we can go through it
9 together, I don't have a problem with that. I do
10 have some questions as we go through.

11 MS. SPENCER: Okay. Okay. Debra, you want --
12 so, the table of contents is linked now, hyperlinked
13 and formatting we stripped out and the reason we did
14 that is because there was so many comments and so
15 many letters to strike, it became so unwieldy so.
16 The idea was to make it a little cleaner and see what
17 we have, so. We can go through that.

18 Faculty duties and responsibilities, we
19 organized the intents, contract length.
20 Responsibilities, we organized a lot of language in
21 there that were in different places and put that
22 under faculty responsibilities.

23 DR. MARSHALL: You want me to go back?

24 MS. SPENCER: No, that's good. We can go
25 through it. So, that is not -- that's language that

1 was in the articles elsewhere, right? I mean, the
2 main intent is still there. So, professional duties
3 and responsibilities are comprised of scheduled as
4 well as non-scheduled activities. So, that's
5 language that's been in the article, it's nothing
6 new.

7 DR. MIEDEMA: Well, I did -- what I sent to you
8 originally I asked to change the board to
9 administration of college.

10 MS. SPENCER: Yeah.

11 DR. MIEDEMA: Because that's really who does
12 the operational, and the reason for that is the SACS
13 COC requirement in trying to keep administration and
14 board policy governance separate from operations and
15 that's a SACS requirement and when you say that they
16 are going to be doing this, they're not going to be
17 doing it, they're saying policy. We're the ones
18 doing it.

19 MS. SPENCER: So administration instead?

20 DR. MIEDEMA: Yes, um-hmm.

21 MS. SPENCER: Okay.

22 DR. MIEDEMA: And that's the only reason for
23 making that claimer. The contract is still with the
24 board because they do policy but operationally they
25 have delegated operations to their president and so

1 that's why I just wanted to make that change. That's
2 just a minor change that periodically it occurs
3 throughout the contract. And knowing that one of our
4 sister universities got into trouble not too long ago
5 for board becoming too close to operations, we wanted
6 to make sure that we're not following suit.

7 MS. SPENCER: Okay. That sounds reasonable
8 there.

9 DR. MARSHALL: Do you want me to make that
10 change?

11 MS. SPENCER: Yeah, let's make it. Okay. And
12 then you had in the original proposed changes to the
13 faculty contract link and we have not included any of
14 that there. We did make a change to the sixteen
15 further down, the four in service days and one day
16 for commencement and then we kept the point language
17 there and so this section rolls in the contract
18 lengths for the different types of contracts, for
19 instructional faculty, library faculty, that's in
20 there.

21 DR. MIEDEMA: My concern and the reason I had
22 asked for actually creating the different categories
23 under the contracts is because of the extended
24 contract. The extended contract causes a lot of
25 confusion within certain areas. So, I'd like to keep

1 the extended contract to be solely in the domain of
2 the librarians. If we have other faculty that need
3 an extension for their contract because they're
4 teaching nursing or whatever else they might be
5 teaching, we can do that as a supplemental and paying
6 them exactly the same way as we currently are paying
7 them. It just makes it easier.

8 The issue that comes up with the extended
9 contract is while the first two weeks of summer are
10 Fridays included. Does that include their work time.
11 They get paid a daily rate whether they're teaching
12 one class or five classes that particular day, how do
13 we make sure we're doing it equitably and it goes
14 back to the same situation we talked about before, it
15 becomes a very manual process of sitting down and
16 saying, okay, here is -- and I see them all so I can
17 tell that. These first ten days go into this and
18 then those days after that go this way and everybody
19 has to do it in and they have may have to do it in a
20 different way. Now, I'm not saying to take anything
21 away from anybody but to call that what it is, which
22 is a supplement to a basic contract. So, that's my
23 proposal.

24 MS. SPENCER: So, I understand that it's an
25 administrative like balancing act, I guess, or it's

1 hard to calculate, that's the point of changing it,
2 but the extended contract you have I think Tammy Leon
3 gives the numbers of twenty people on extended
4 contract, most of those are librarians. There's some
5 health sciences people. So, it's not a huge number
6 that requires these different calculations. The
7 extended contract protects the faculty by
8 acknowledging that they'll be paid the daily rate of
9 pay and the supplemental contract is when you're on
10 contract, right. A supplemental contract is like,
11 okay, here you're working and you have supplemental
12 contract while you're working, you're going to do
13 something else in addition to what you're doing. So,
14 with the language that you struck it takes away the
15 daily rate of pay for the librarians, it makes it
16 unclear whether they're going to be paid at that rate
17 or not. If you just include the language for
18 librarians it says extended contract but the
19 supplemental contract was not specified what the
20 daily rate of pay, what the pay rate would be, how
21 many days, what the term of that would be.

22 So, you have twenty people, I think it's
23 twenty, I may be wrong but it's not much more either
24 side of that, that are on extended contract. In the
25 instances where you have, I don't know how many

1 librarians we have, I didn't break that number out,
2 but do we have, like?

3 DR. MIEDEMA: About ten.

4 MS. SPENCER: What's that?

5 DR. MIEDEMA: About ten.

6 MS. SPENCER: About ten. So, the ten people
7 that are on extended year contracts for health
8 sciences and those contracts vary too. I think there
9 was a couple, was Betty Blashic (phonetic spelling)
10 also on extended contract, there's a couple of the
11 other ones that are PSAV. So, the language is there
12 to protect them to make sure they get paid and when
13 you struck all that language, it no longer indicated
14 in the contract what their of pay would be for those
15 days that they worked in addition to the 165.

16 DR. MIEDEMA: It's addressed in their
17 definitions.

18 MS. SPENCER: Well, we didn't get to
19 definitions yet so we're looking at this and this is,
20 you know, you put that in the definitions but we
21 haven't talked about that yet, so.

22 So, extended year contract is the original
23 language. You got that up there? Can you -- in the
24 article.

25 DR. MARSHALL: Tell me what I'm looking for.

1 DR. MIEDEMA: Right there, it's.

2 MS. SPENCER: Library.

3 DR. MARSHALL: Oh, you want something here?

4 MS. SPENCER: Load, yeah.

5 DR. MARSHALL: Okay. You want me scroll down?

6 DR. MIEDEMA: It's A.1. A.1.

7 MS. SPENCER: So, the library faculty in the
8 original contract length document, all library
9 faculty receives an extended year contract in 189 and
10 you don't want to change that, but then the language
11 in there that defined what an extended year contract
12 was and how you paid them, that was originally.
13 Where we in the new one? Instructional
14 responsibilities. Debra, can you go down to contract
15 length? Are we at A.2, contract length. There it
16 is, right? Extended year contract maybe awarded and
17 then it says see 3, salary for an extended year
18 contract calculated by basic academic year contract,
19 it's a daily rate of pay calculation. So, that you
20 had struck in the proposal, the initial proposal that
21 you made and that would leave our faculty vulnerable.

22 DR. MIEDEMA: Well, the initial proposal that I
23 made related to librarians is this exactly. All
24 librarian faculty will receive an extended year
25 contract of at least 189 days to provide adequate

1 professional staffing. That was the original
2 proposal.

3 MS. SPENCER: Right, but you struck the
4 language that said how they'd be paid for that. It
5 doesn't say that the -- so, that was part of it,
6 right? Their 165 day contract divided by those days
7 and that's their daily rate of pay. So, their
8 contract would be -- for extended year would be they
9 would be paid those additional days at a daily rate
10 of pay and that was struck in there, so.

11 DR. MIEDEMA: The intent is to have it at the
12 daily rate. So, that can be added in.

13 MS. SPENCER: Okay. And the extended year
14 contract, what's the difference between -- I mean, if
15 you're going to calculate it in supplemental
16 contract, you're changing that. I mean, extended
17 year contract gives you. That I understand the days,
18 but you just say these are the days you work. So, I
19 think one of those people in your list had a 192 day
20 contract or something like that. You had a couple of
21 like, right. 192 something was another one.

22 DR. MIEDEMA: 195, the faculty that teach in
23 the practical nursing program.

24 MS. SPENCER: Right.

25 DR. MIEDEMA: And that's because we've never

1 addressed this. It's not because we need to continue
2 to do it that way. Because what they do now is they
3 each teach half a summer. So, this one teaches for
4 the first six weeks and then the same students in the
5 same class get another instructor for the next six
6 weeks because it's done by days. If we do it as a
7 supplemental I say you teach this, you teach this and
8 you can do it over six weeks, twelve weeks, whatever
9 we need to do, but it's better for the students
10 because they're having a consistent instructor rather
11 than bouncing back and forth.

12 MS. SPENCER: So, you're saying now the way the
13 extended contract is set up that you have to split
14 the nursing class?

15 DR. MIEDEMA: Um-hmm.

16 MS. SPENCER: It doesn't preclude you from
17 giving them a longer contract so that they cover the
18 full twelve weeks for a single instructor, does it?

19 DR. MIEDEMA: We've never addressed this
20 language and that's my concern is that we've never
21 addressed this language and is it necessary.

22 MS. SPENCER: Yeah, I mean, for the reasons
23 that we've already said, it protects the faculty
24 because it establishes the rate at which they'll be
25 paid and a supplemental contract the way you worded

1 it is very open an not.

2 DR. MIEDEMA: Well, I can change the wording so
3 it's daily rate.

4 MS. SPENCER: Is there a way to fix this so it
5 would meet your needs besides it throwing it all out
6 an inserting supplemental contract? It doesn't limit
7 the number of days in extended year contract to be.

8 DR. MIEDEMA: I have to that under advisement.

9 MS. SPENCER: Okay.

10 DR. MIEDEMA: I cannot answer that right now.

11 MS. SPENCER: Okay. Mike, would you like to
12 say something?

13 MR. MOATS: One of my concerns is that
14 generally, and there is statutory language relating
15 to go supplemental activity contracts and
16 supplemental activity agreements and one of the
17 concerns is to call this a supplemental contract,
18 supplemental suggests, first off, that the person is
19 already under a contract and then this is the
20 contract that supplements that, but if in fact what
21 you're talking about is days above and beyond their
22 basic year contract, their basic contract ends the
23 end of spring term basically and so there is no
24 contract that they're under for this to supplement.

25 Generally speaking, in a supplemental contract

1 is like for department chair or program manager where
2 they're already under a basic contract and you are
3 contracting for them for something above and beyond
4 their normal teaching responsibilities. Here what
5 we're talking about is actually contracting for their
6 teaching responsibilities, teaching and office hours.

7 DR. MIEDEMA: Are they not still held by the
8 contract for the full year because they're still
9 covered under medical insurance and other benefits
10 the college is providing to them even during their
11 non-teaching.

12 MR. MOATS: They're held to the contract for
13 the full year but the contract specifies --

14 DR. MIEDEMA: Major terms.

15 MR. MOATS: -- working days, okay, and working
16 days are what, 164, 165 working days.

17 DR. MIEDEMA: As I said, I will take this
18 understand advisement. I really do have a strong
19 feeling about this, but I will take it under
20 advisement and I will get back to you.

21 MS. SPENCER: In which of those groups of
22 employees besides practical nursing is this an issue?
23 So, the librarians are not an issue here.

24 DR. MIEDEMA: Librarians are not an issue.

25 MS. SPENCER: Right. So, it's just the health

1 science.

2 DR. MIEDEMA: Um-hmm. That's where I have a
3 concern with it because --

4 MS. SPENCER: None of the PSAV are at issue.

5 DR. MIEDEMA: No.

6 MS. SPENCER: Okay.

7 DR. MIEDEMA: I can give you an example where
8 one faculty under this contract under the language we
9 currently have teaching two classes this summer will
10 get paid \$10,000 Dollars. Do you get paid \$10,000
11 Dollars for teaching two classes over the summer?

12 MS. SPENCER: Does that faculty member have
13 responsibilities, programmatic responsibilities,
14 assessment.

15 DR. MIEDEMA: It's not programmatic stuff,
16 they're manager in the summer.

17 MS. SPENCER: Office hours, any of those
18 things?

19 DR. MIEDEMA: Same thing that you would have
20 over the summer.

21 MS. SPENCER: So, they just come and teach a
22 class and go home?

23 DR. MIEDEMA: Um-hmm.

24 MR. MOATS: Then --

25 MS. SPENCER: Then why did you give them the

1 extended year contract?

2 DR. MIEDEMA: Because we have not revisited
3 this and it's become an assumption that I've been on
4 extended contract every year that I automatically get
5 this extended contract this year too.

6 MS. SPENCER: I understand. Okay. That's
7 clear.

8 DR. MIEDEMA: And that's why I have such strong
9 feelings about this is it may or may not be necessary
10 in any given year.

11 MS. SPENCER: The concern is with past practice
12 that's been an expectation. Okay.

13 DR. MIEDEMA: Yes.

14 MR. MOATS: And I think it needs to be clear to
15 those faculty members that the purpose for that
16 contract is because there are duties above and beyond
17 teaching and above and beyond their office hours if
18 they don't have those activities.

19 DR. MIEDEMA: They want to get paid their load
20 for teaching classes in addition to getting their
21 extended daily rate.

22 MS. SPENCER: Okay. I see.

23 MR. MOATS: The daily rates paying for them to
24 teach.

25 DR. MIEDEMA: Some of them get paid, some of

1 them get paid --

2 THE COURT REPORTER: Wait, wait, wait.

3 DR. MIEDEMA: Some of them get paid very well
4 for teaching over the summer and that's not fair to
5 the rest of you who are teaching over the summer.
6 It's not fair to you guys who haven't had those
7 extended days.

8 MS. SPENCER: Well, if it is as you're saying
9 like they just come and teach the class and go home,
10 then that's not a contract issue if you have an
11 extended year contract.

12 MR. MOATS: They should be on a basic year and
13 teaching --

14 MS. SPENCER: Yeah, and then teaching
15 overloads.

16 MR. MOATS: -summer overload.

17 MS. SPENCER: Yeah. Okay. So, we can -- let's
18 see. We'll see what we can do, maybe get language
19 that will address your concern.

20 DR. MIEDEMA: Thank you.

21 MS. SPENCER: Okay. So, what else? And then
22 the rest of this is just moved around. We have
23 faculty responsibilities. 80 potential class days to
24 do the 16 we changed. The faculty workload, we just
25 broke that down. So, we have office hours under

1 there, classroom contact hours, down the list. The
2 thing about the assessments.

3 DR. MIEDEMA: Before you go too far. 8.3, I
4 would just like to see a sentence in there that the
5 total commitment is the 35 hours even though 10 of it
6 is done elsewhere.

7 MS. SPENCER: It has each faculty members will
8 not exceed 35 hours in five consecutive calendar
9 days. Is that what -- like at the beginning, faculty
10 responsibilities.

11 DR. MIEDEMA: Okay. I just want to make sure
12 because as I read through the A, you know, it looked
13 like we're only accounting for twenty-five of the
14 hours, the other ten hours are still work hours,
15 you're just doing --

16 MS. SPENCER: Yeah, absolutely.

17 DR. MIEDEMA: Wherever you're at.

18 MS. SPENCER: Absolutely.

19 DR. MIEDEMA: That was my concern with that is
20 to make sure that that was clear.

21 DR. MARSHALL: So we're okay?

22 MS. SPENCER: Well, let's go through --

23 DR. MIEDEMA: Um-hmm.

24 MS. SPENCER: We're okay? Okay.

25 Responsibilities, some of those were collated, A, and

1 that should be -- that's language that was in the
2 contract, just moved under that heading so it's not
3 scattered. I think we had a category that was other.
4 I think we still do for additional professional
5 obligations.

6 One thing about the course syllabus while we're
7 on that, maybe we should look at the appendix. That
8 came from Kathy and some of the stuff that's in there
9 already and Debra Marshall put that together for us.
10 It's basic. That would be the appendix that we refer
11 to. One concern came up from a couple faculty
12 members about the scheduled calender work down there
13 to include exam dates and graded assignment due dates
14 and they were concerned that that would be too
15 inflexible. So, could we insert the word anticipated
16 exam dates and graded assignment due dates to allow
17 for some.

18 DR. MIEDEMA: Absolutely. Absolutely. Things
19 do change. Certain classes get behind and they need
20 extra time.

21 DR. MARSHALL: So, include anticipated exam
22 dates and graded assignments and so forth?

23 MS. SPENCER: Yes.

24 DR. MARSHALL: And.

25 MS. SPENCER: Does the rest of that meet the

1 expectations and needs that you have?

2 DR. MIEDEMA: Believe it or not, I have no
3 changes to make.

4 DR. MARSHALL: And there was one other issue.

5 MS. SPENCER: There was?

6 DR. MARSHALL: Do you mind? Is it okay if I
7 speak?

8 MS. SPENCER: No, please do. Please do.

9 DR. MARSHALL: The only other thing,
10 Dr. Miedema, was the course learning objectives,
11 there were some faculty who expressed concern about
12 putting that in the syllabus because some of those
13 are forty, fifty objectives deep. So, it's a lot of
14 information to be printed on a syllabus. Are we okay
15 with striking that as a required content? You're
16 competencies would still be there but the objectives
17 would not.

18 DR. MIEDEMA: I think that that's reasonable.
19 What you really want to be able to see is, you know,
20 what coreability we're looking at and whether the
21 basic competencies.

22 DR. MARSHALL: Okay. Thank you.

23 DR. MIEDEMA: How you get to each of those
24 things I think is.

25 MS. SPENCER: Or you could put optional after

1 that.

2 DR. MIEDEMA: Yeah, it's optional.

3 DR. MARSHALL: Okay. Thank you.

4 MS. SPENCER: I hyperlink that in my syllabus
5 so when they get it on line they can just go look and
6 see.

7 DR. MIEDEMA: Yeah, I did the same thing.

8 MS. SPENCER: Okay. And then we have the
9 library faculty workload, that's the language that's
10 already in there. Library faculty responsibilities,
11 we put your SACS. Southern Association, that's an
12 awful acronym.

13 DR. MIEDEMA: SACS COC.

14 MS. SPENCER: Yeah, that's just awful. Like
15 the Space Coast Area Transit. Anyway.

16 DR. MIEDEMA: I'm no longer the SACS lady, I'm
17 the SACS COC lady. So, that's a little easier.

18 MS. SPENCER: Okay. So -- and then this was
19 another one, the administration under 8 -- okay. You
20 have it highlighted up there. Appropriate to enable
21 each library faculty to perform that. That was a
22 change. And that's again back to the board of
23 trustees thing, did it say the board before? I'm
24 sorry, let me look.

25 DR. MIEDEMA: Oh, I see where you're at. Yes,

1 none of this precludes presentations to the board if
2 you feel that the needs are not being met.

3 MS. SPENCER: Yeah, it's --

4 DR. MIEDEMA: But the operations to make sure
5 that we've done that assessment is really resting
6 with administration.

7 MS. SPENCER: Yeah, this was -- in fact, that
8 was what was in the original.

9 DR. MARSHALL: So we're okay with that?

10 MS. SPENCER: Yeah, we're okay. I mean, I'm
11 okay with it.

12 2 and 3, we had that highlighted because if
13 this gets approved we'll have it saved.

14 DR. MARSHALL: Just in case of changes, right.

15 MS. SPENCER: Yeah, we'll have to change it.

16 And then and then down there in 3, we didn't
17 know what that meant. I know we've talked about this
18 before, such as sickness when covered. And I don't
19 care if we leave it in there, I just don't know what
20 it means.

21 DR. MIEDEMA: I didn't either.

22 DR. MARSHALL: We striking it?

23 MS. SPENCER: I'm okay with that. Are you all
24 right with that?

25 DR. MIEDEMA: Darla.

1 MS. FERGUSON: During unusual circumstances
2 such as sickness.

3 MS. SPENCER: Understaffing.

4 MS. FERGUSON: Understaffing. I think that
5 means sickness if they have --

6 THE COURT REPORTER: I need you to speak up.

7 MS. FERGUSON: I'm sorry. That might mean sick
8 time, covered sick time, but it doesn't matter, you
9 still have to --

10 MS. SPENCER: Yeah, staff the library.

11 MS. FERGUSON: They still have to staff it,
12 yeah.

13 MR. MOATS: Yeah, that means sickness of other
14 librarians. So like if there are librarians that are
15 out sick --

16 DR. MIEDEMA: Someone has to cover it.

17 MR. MOATS: -- those are available are going to
18 have to cover for it. So, I don't think when covered
19 needs to be there.

20 MS. FERGUSON: I think the more appropriate
21 word is illness maybe. I mean, it doesn't matter.

22 MS. SPENCER: Yeah, that's good.

23 DR. MARSHALL: So, we want to change the word
24 sickness to illness and strike when covered?

25 DR. MIEDEMA: Um-hmm, sounds good to me.

1 MS. SPENCER: And then rest is consistent.

2 Then that brings us to counselor
3 responsibilities.

4 DR. MIEDEMA: Before you go there.

5 MS. SPENCER: Sorry.

6 DR. MIEDEMA: We had talked about the library
7 faculty member and the 35 hours a week versus 70
8 hours in a two week period of time.

9 MS. SPENCER: Right.

10 DR. MIEDEMA: So, if they're doing coverage and
11 they're flexing and they can take -- it's basically a
12 situation similar to comp. time. They're doing forty
13 hours this week but they're going to do thirty hours
14 this week as long as it's not exceeding seventy hours
15 in a two week period of time, is that not okay.

16 MS. SPENCER: Yeah.

17 DR. MIEDEMA: Basically give us a flexibility
18 of thirty-five hours.

19 MS. SPENCER: Not to exceed 70 hours in two
20 week time period. I think that's okay but I'm not
21 sure -- was that the way it was worded originally.

22 DR. MIEDEMA: Well, that's how it was in my
23 proposal.

24 MS. SPENCER: Okay. Let's see.

25 DR. MARSHALL: I can speak to I think if you

1 want me to.

2 MS. SPENCER: Yes, please.

3 DR. MARSHALL: I think the only concern that we
4 had with that is, for example, in that two week
5 period what if somebody, what if somebody's
6 supervisor says we have twenty hours for you the
7 first week and you get stuck working fifty hours in
8 the second week.

9 DR. MIEDEMA: Well, we could put limits in
10 there.

11 DR. MARSHALL: How would we -- yeah. So, if we
12 can put some language in that would give a little
13 bit, you know, a range maybe per week would be
14 better.

15 DR. MIEDEMA: I'm fine with that.

16 DR. MARSHALL: I can put it on here if you want
17 me to.

18 DR. MIEDEMA: That was my only concern is that
19 it may be if you work one extra day this week and one
20 less next week we can balance it out. We did that in
21 the hospital all the time too is that we did four
22 twelve hour shifts one week and two the next or
23 something like that to balance the load.

24 DR. MARSHALL: We just didn't want it to get
25 two lopsided, that's all.

1 DR. MIEDEMA: Absolutely. I agree.

2 DR. MARSHALL: So, where would you want that
3 language to be? I believe was it up here? Right in
4 here? Is that the right place for it or does it go
5 down in I?

6 DR. MIEDEMA: I'd put it in number 3 that
7 they're normally required to work no more than 70 in
8 two weeks with whatever limits, or somewhere between
9 this much and this much in a week, not to exceed 70
10 in two weeks. Say between 25 and 45 or something.

11 DR. MARSHALL: Right there at the end?

12 DR. MIEDEMA: Yeah.

13 DR. MARSHALL: Tell me how to say it.

14 DR. MIEDEMA: Well, if someone's sick and we
15 need someone tomorrow to cover the library but I can
16 give her next Wednesday off, that's, that's what
17 we're talking about.

18 MR. MOATS: How about a simple sentence, new
19 sentence that says something like -- going back up to
20 little i there because we start off when the library
21 faculty member is required to work in excess. Okay.
22 There such additional hours shall not exceed one
23 additional day or something.

24 DR. MIEDEMA: Well, that's under the sentence
25 that says getting additional compensation.

1 MS. SPENCER: Yeah, this is about non-comp.
2 time.

3 DR. MIEDEMA: So, is that saying we can flex
4 it? They're saying that if I flex it I'm still
5 paying you additional compensation this day and
6 you're going to work less this day. Is that what we
7 want it to say?

8 MS. SPENCER: You had originally or an average
9 of 70 hours per pay period.

10 DR. MIEDEMA: We could put in there that -- let
11 me think about this for a second.

12 DR. MARSHALL: I believe it might be need to be
13 a separate entry there.

14 DR. MIEDEMA: I think so.

15 DR. MARSHALL: Because I don't think any of
16 those is addressing what you want it to address. So,
17 I believe perhaps right after that first one we put
18 it there? And within a two week pay period, and then
19 tell me what you want after that and we'll go from
20 there.

21 DR. MIEDEMA: Tony, you're my word selector.

22 MR. AKERS: Sure. As I understand it, the
23 intent is to provide flexibility, however max is set
24 at 70 hours --

25 DR. MIEDEMA: You need to speak up.

1 MR. AKERS: -- during the course of two weeks,
2 is that correct?

3 DR. MIEDEMA: Yes.

4 MR. AKERS: Okay. With that then I would say
5 that a flex arrangement may be worked with
6 supervising administrator as appropriate, but may not
7 exceed seventy hours in a two weeks period. That may
8 work.

9 DR. MARSHALL: May not exceed what, what would
10 be our cap?

11 MR. MOATS: See, I thought that was the
12 question was how do you prevent somebody from being
13 told work twenty hours one week and fifty the next
14 because that's still --

15 DR. MIEDEMA: What she put up there will
16 address that.

17 DR. MARSHALL: It will so far. I mean, it's
18 not there yet but I think we'll get it there.

19 MS. FERGUSON: Normal is 35.

20 DR. MIEDEMA: What's a normal shift for a
21 librarian?

22 MS. FERGUSON: How many hours?

23 DR. MARSHALL: I don't know. How are
24 librarians scheduled, does anybody know? How about
25 not to exceed one and a half regular shifts per week

1 additional, something like that?

2 DR. MIEDEMA: Okay. Um-hmm. So, if they're on
3 twelve hours that would be --

4 DR. MARSHALL: Not to exceed 1.5 additional
5 full shift days.

6 MS. FERGUSON: You have shirts.

7 DR. MARSHALL: Well.

8 DR. MIEDEMA: It's really hard to drive that
9 when people are talking.

10 DR. MARSHALL: Days of work. Okay. Let's
11 think about that one but I think we're both in the
12 same place with it.

13 DR. MIEDEMA: Exactly. Exactly.

14 DR. MARSHALL: And I'll write a note to make
15 sure we know how many hours a day they actually work.

16 DR. MIEDEMA: Thank you.

17 MS. SPENCER: And then the counselor faculty
18 responsibilities, we -- because there have been
19 issues, court cases and problems in other colleges,
20 we've been asked to keep that language. Palm Beach
21 had an issue. It's like an appendix, a human
22 appendix I mean in this case.

23 DR. MIEDEMA: If we have to keep it, then I
24 don't have any changes to it other than to make the
25 Southern Association of College and Schools Council

1 on Colleges. Commission on Colleges.

2 DR. MARSHALL: I'll go back and change that
3 later. I'll highlight it.

4 DR. MIEDEMA: I just don't see how you can
5 write statutory language, contractual language for
6 something that doesn't exist when we don't know if
7 we're ever going to do it and if we do what the
8 responsibilities are going to be.

9 MS. SPENCER: Well, the issue came up because
10 they struck language in the contract in Palm Beach
11 and then the college did go and hire new people and
12 then they said, well, we'll use the language in the
13 old contract and they said no, you have to
14 renegotiate that whole thing. So, it's been
15 litigated and it's been an expensive thing to fix,
16 so. Anyway.

17 So, additional professional obligations.
18 That's again the language moved around. You had some
19 things listed under there. Full time faculty
20 members, that's a new arrangement, participate in the
21 college discipline stuff, keep records, all that
22 stuff.

23 DR. MIEDEMA: Do we need to say anything
24 specifically about attendance reporting and final
25 grade reporting?

1 MS. SPENCER: Let's see. Yeah, you had
2 proposed that.

3 DR. MIEDEMA: I don't care where we say it's
4 done, just that is it done.

5 DR. MARSHALL: Do think it's in here. Let me
6 go back to the table of contents.

7 MS. SPENCER: We should include --

8 DR. MARSHALL: I know it's in here somewhere, I
9 just don't know where.

10 MS. SPENCER: I don't think we do have it in
11 there.

12 DR. MARSHALL: It's possible that we moved it
13 into a different article too because there are other
14 places where attendance requirements are spoken to,
15 so.

16 MS. SPENCER: I don't remember if we did.

17 DR. MIEDEMA: I just don't want to lose that
18 because that's pretty important for our students and
19 our financial aid.

20 MS. SPENCER: Let's make a note so to add that
21 to there when we find it. I don't think we do have
22 that in there. I know you put that in there
23 something about assessments and there was language
24 about --

25 DR. MIEDEMA: And the only other thing in that

1 section that I would like to consider is under K,
2 that we make arrangements for regalia upon request.
3 The reason for that is that we don't always know how
4 many gowns we need for graduation. So, if we can
5 establish a system where we know ahead of time, I can
6 make sure there's enough and you're not wearing one
7 that has been worn for ten years without being
8 dry-cleaned.

9 MS. SPENCER: Okay.

10 DR. MARSHALL: So, we're okay with the change?

11 MS. SPENCER: Yeah.

12 DR. MARSHALL: Proper regalia available upon
13 request?

14 MS. SPENCER: Yes.

15 DR. MARSHALL: Okay.

16 DR. MIEDEMA: It's a simple little thing but I
17 think it would make all of us feel a little happier.

18 MS. SPENCER: And then the -- anything on the
19 other terms and conditions that you want to address.

20 DR. MIEDEMA: No, the only other thing we had
21 in there had to do with the assessment and goals but
22 we can do that under the assessment.

23 MS. SPENCER: Right.

24 DR. MIEDEMA: I'm just making myself a note to
25 add that to the assessment section.

1 MS. SPENCER: Okay. And then instructional
2 load point system, it's pretty much the same language
3 but it's reorganized and that included the --

4 DR. MIEDEMA: Where we at?

5 DR. MARSHALL: 8.6.

6 MS. SPENCER: There is one change we proposed.
7 What was it. You wanted et cetera out of there but
8 we kept the et cetera in there.

9 With the PSAV -- oh, that's -- I'm sorry,
10 that's the five major function, we'll get to that.
11 So, nothing else in there but we put the formula in
12 there by major functions so the examples.

13 We need to talk about the workshop, who teaches
14 workshop courses?

15 DR. MIEDEMA: It's been in the contract
16 language for years. We do not currently do that.

17 DR. MARSHALL: What kind of courses would they
18 be?

19 DR. MIEDEMA: Non-credit. Con Ed but we have a
20 special -- we have a separate pay scale that we use
21 for Con Ed classes. So, its a carry over from years
22 past.

23 MS. SPENCER: Okay. Do you want keep it in
24 there?

25 DR. MIEDEMA: I have a question on D also

1 before we go too far. This is a simple one.

2 MS. SPENCER: D.

3 DR. MIEDEMA: D, distance learning.

4 MS. SPENCER: Distance learning, yeah.

5 DR. MIEDEMA: Cross out correspondence study.

6 We are not approved by SACS COC to do correspondence

7 study.

8 MS. SPENCER: Okay.

9 DR. MARSHALL: So, that was --

10 MS. SPENCER: D.1.

11 DR. MARSHALL: This is the only place that we

12 saw it?

13 DR. MIEDEMA: That's the only place that I saw

14 it in the whole contract.

15 MS. SPENCER: Okay.

16 DR. MARSHALL: May employ.

17 MS. SPENCER: Audio, video or computer

18 technology.

19 DR. MARSHALL: Here we go. Good?

20 DR. MIEDEMA: Yeah, we're not allowed to do

21 correspondence courses.

22 DR. MARSHALL: And so are we striking the

23 workshop?

24 DR. MIEDEMA: I would be in favor of striking

25 the workshop because I was trying to figure out what

1 faculty wants to teach at eighty percent of load.

2 That's what it says.

3 MS. SPENCER: Right. Okay. So, we strike
4 that.

5 DR. MIEDEMA: Um-hmm.

6 DR. MARSHALL: So, that's H, is that correct?
7 Am I looking at the right thing?

8 DR. MIEDEMA: Yeah, right there, you can take
9 it out there.

10 Now, when you get under value by major
11 function, we have the formula. Do we need to list
12 out everything or just list out some examples of
13 each? Do an example of electric course, do an
14 example of hybrid. Do we need to have that language,
15 you know, do we need to say that this is a
16 combination class. The calculation is exactly the
17 same. So, if we just do an example, say an example
18 of combination, we just put --

19 DR. MARSHALL: Oh, I got you.

20 MS. SPENCER: We have an example.

21 DR. MIEDEMA: But we have examples in front of
22 each of those. We don't really need to say that it's
23 electric lab or clinical example. ENC 1101 is
24 composition, it's one credit, its forty-eight contact
25 hours equals this. Is a lab class, it equals this.

1 So that you can see how the math is done rather than
2 to have to have the describer in front of each
3 example.

4 DR. MARSHALL: So, what I have highlighted we
5 would use that.

6 DR. MIEDEMA: No, you can use that for
7 electric. No, you can use it as an example. Whathat
8 I'm saying is right up here. Do we need this part?

9 MS. SPENCER: Oh, that, contact hours.

10 DR. MIEDEMA: Just say a we have the formula,
11 it's based on contact hours, here are some examples.

12 DR. MARSHALL: So, period here.

13 DR. MIEDEMA: That would be my thought just
14 to -- it's not critical, it just seems unnecessary to
15 have to list them all out when the math is the same.
16 If it makes if easier for people to understand, we
17 can leave it in, it just doesn't seem to serve a
18 function.

19 MS. SPENCER: I wants to think about that. Are
20 you proposing to take out the listing one through
21 seven, one through -- that whole section, you're
22 proposing to strike that?

23 DR. MIEDEMA: Except maybe the applied music
24 instructor of record which are different, everything
25 else is calculated the same way.

1 MS. SPENCER: I want to talk to the parties
2 concerned about that.

3 DR. MIEDEMA: I don't have an issue with it, it
4 just seems to be unnecessary language.

5 MS. SPENCER: Maybe we can put the examples in
6 the appendix.

7 DR. MIEDEMA: That's -- that's fine, whatever
8 makes the most sense.

9 MS. SPENCER: Oh, one change we did -- we want
10 you to consider there for PSAV, the value of lecture
11 or lab contact hours per week, twelve points instead
12 of ten points, that's new and that's highlighted
13 further down and that's with respect to the fact that
14 they have sixty minute contact hours to fifty minute
15 contact hour. Is it a lecture class? Yeah, that.

16 DR. MARSHALL: Workshop? We're striking that,
17 is that correct?

18 MS. SPENCER: Let's hold off on that because
19 the classes that you have, you have did a definition
20 of that that suggest there's fine arts and theater
21 workshops, studio environment.

22 DR. MIEDEMA: When we get into that fine arts
23 area, it becomes very convoluted.

24 MS. SPENCER: Yeah, it is. Let's talk about
25 that when we caucus. Can we do that? And then you

1 can consider whether you want to -- for the twelve
2 points and see if that works. And then we can look
3 at putting all the examples in an appendix. Okay.
4 So, distance learning, major function.

5 Independent study course too, there were just
6 some concerns from faculty about that like do they
7 get independent study and they have fourteen students
8 instead of fifteen students and then they get paid
9 at. Actually, I'm going to have to visit that at
10 caucus. We had a question about that, I can't
11 remember off the top of my head.

12 DR. MIEDEMA: Do the math because I believe
13 fifteen independent study is equivalent of a regular
14 classroom. That's why we use that as our definer.
15 So, do the math.

16 MS. SPENCER: Okay.

17 DR. MIEDEMA: The problem I had was a couple of
18 situations where we had sixteen people in an
19 independent study and they were getting paid more
20 than you would be paid to teach a regular class.

21 MS. SPENCER: Right.

22 DR. MIEDEMA: So that's why we wanted to have a
23 limit, but my math -- if my memory serves me, the
24 math was that's where the cut off was.

25 MS. SPENCER: Okay. I think that is right.

1 All right. So, the load point obligations, we just
2 had highlighted in there the article numbers changed,
3 it's the same language.

4 Overload, the same language.

5 DR. MIEDEMA: With the overload I have a
6 suggestion.

7 MS. SPENCER: Okay.

8 DR. MIEDEMA: Somehow to make the language say
9 that you teach two terms a year versus saying it's
10 fall and spring because we do have some faculty who
11 teach spring and summer but only partially into fall
12 to make load. So, we do have people that do not work
13 a traditional fall, summer, spring term and now that
14 everything is being paid based on contact hours
15 versus, you know, a hundred and twenty credits during
16 this summer is considered load, a hundred and fifty
17 during the fall, it's all the same if we're doing it
18 base on contact hours, it doesn't really matter which
19 of the terms they're doing as long as they're doing
20 two of the three terms.

21 MS. SPENCER: Okay.

22 DR. MIEDEMA: I don't know how you put that
23 into words.

24 MS. SPENCER: We have some language that allows
25 you some flexibility with that already but we'll look

1 at that too with respect to overload.

2 DR. MIEDEMA: That was my only suggestion there
3 is I think that that would make it --

4 DR. MARSHALL: Was it just here and here?

5 DR. MIEDEMA: Yeah, there's a couple of places,
6 that's the main part of it. Yeah, just to say two
7 terms.

8 DR. MARSHALL: You didn't see it anywhere else?

9 DR. MIEDEMA: No, not in that area. The other
10 thing I will like to consider in that area is because
11 this is where we talk about the fact that faculty
12 have priority over non-tenured faculty and adjuncts.

13 MS. SPENCER: Right.

14 DR. MIEDEMA: What is the time period? Can you
15 bump somebody two days before the semester starts?

16 MS. SPENCER: You had proposed some language
17 like up to two weeks which we don't have a problem
18 with that.

19 DR. MIEDEMA: So, we just want to slip that
20 somewhere in there too.

21 MS. SPENCER: Yeah, and I don't think we did
22 put that in there. We can add that.

23 DR. MIEDEMA: At least you know I read it.

24 MS. SPENCER: So, you can make a note of that?

25 DR. MARSHALL: I can.

1 MS. SPENCER: I'll make a note on here.

2 DR. MARSHALL: Well, I'm not going to put it in
3 there but I'll make a note. Yes, I've got it.

4 MS. SPENCER: And the rest.

5 DR. MIEDEMA: That's all in that section.

6 MS. SPENCER: The supplemental activities.
7 Anything else in the other ones? This is all the
8 same language through the administrative positions
9 thing. You had proposed some things but we just
10 rearranged this and we did not include the language
11 you proposed. You had proposed taking away the
12 tenure. So, someone returning to faculty from --

13 DR. MIEDEMA: Let me just go back a second
14 here. Consideration under 8.9. Do we need to say
15 it's an adjunct instructional assignment or do we say
16 that they've met load and they get paid an overload
17 rate. Does it matter whether they're considered
18 adjuncts over the summer or they're an overload
19 during the summer. Just a thought. It's the same
20 pay.

21 MS. SPENCER: Yeah. I don't know, we'll also
22 talk about that.

23 DR. MIEDEMA: But we've always called it
24 adjunct because history was you were done with
25 contract, you're now teaching as an adjunct. But now

1 that we're doing the adjunct pay for full time
2 faculty at your overload rate, can we just not call
3 the whole thing overload. That goes back to the
4 question of length of the term, length of the term of
5 the contract.

6 MS. SPENCER: Okay.

7 DR. MIEDEMA: Under 8.10 supplemental, I just
8 wanted to know if we could add something in there
9 about curriculum development, that that is one of
10 those things that faculty can be compensated for in
11 accordance with Article 14 because we did put some
12 language into Article 14 that grant people can get
13 paid.

14 MS. SPENCER: Right.

15 DR. MIEDEMA: Then under 8.11, the
16 administrative position, we had administrative slash
17 staff because it may not be coming in as a
18 administrative position, it may be a staff position
19 that they've gone for. So, wherever it says
20 administrative we wanted to consider the same
21 administrative slash staff position. They may come
22 in as an adviser for a year because they want to try
23 something different, that's not an administrative
24 position.

25 MS. SPENCER: Okay.

1 DR. MIEDEMA: And then reentry of non-tenured
2 faculty, this was listed had as three full years
3 where a tenured faculty has four years, is that by
4 design or was that an oversight? Because at one time
5 both said three years.

6 MS. SPENCER: The other one saying four you
7 mean?

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: Yeah, that happened a couple of
10 contract cycles back we put that in it. Do you want
11 it to be -- I mean, three years is -- I don't -- it
12 doesn't -- I was surprised. If I remember, if I go
13 back and look at the notes, I don't remember how it
14 came out to four years, I think it was something you
15 all suggested.

16 DR. MIEDEMA: But tenured says four years,
17 non-tenured says three. Do we want that
18 differentiation between a tenured faculty, length of
19 service and a tenured and a non-tenured. I just
20 wanted to point it out because it is different.

21 MS. SPENCER: I don't have a preference on
22 that. I don't think -- I don't know that there would
23 be an advantage.

24 MS. FERGUSON: Um-hmm, just from an equity
25 issue, I think it should be --

1 MS. SPENCER: Consistent?

2 MS. FERGUSON: Both be the same, whichever one
3 you want to choose.

4 DR. MIEDEMA: And that was my only other
5 suggestion in that section.

6 MS. SPENCER: Thank you. Department chair
7 thing, yeah. So, this is, this is language to
8 clarify hopefully that mess that that was and we were
9 hoping sandy was going to be here, Debra was going to
10 address like the idea of staggering the terms and
11 maybe we could talk. Would you like to talk about
12 that?

13 DR. MARSHALL: I can talk about it a little
14 bit. I think Provost Hanfield is probably going to
15 be the person who can give us the most input because
16 she's the one that has the most work here, but that
17 was just a skeleton sort of schedule or timeline that
18 I put in. We're not wedded to any of that language,
19 it could change certainly dependent on her schedule
20 or how she sees fit. My biggest issue when we left
21 the meeting last time around we talked about trying
22 to create a little bit of less workload one time and
23 scatter things out for her over the course, the
24 problem is we have three year contract and two year
25 cycles for these things. So, one of the things that

1 we thought we might discuss with her is potentially
2 putting department chairs, program managers and
3 program coordinators on three year cycles as opposed
4 to a two year cycle. So, that eases the burden just
5 a little bit.

6 The other thing that we could do, there's two
7 different ways to look at scheduling. We can
8 schedule, for example, for all of the department
9 chairs to be evaluated in the first year say and then
10 all of the program managers and program coordinators
11 to be evaluated in the second year, third year off.
12 If that doesn't work, if she preferred or if you all
13 prefer to have not every department chair rolling off
14 at the same time, you could do fifty percent of these
15 jobs will be evaluated in year one and fifty percent
16 in year two, third year roll off. You don't do
17 anything. So, we would need to have a little bit
18 more feedback from the provosts and the associate
19 provosts, the people that are doing the work as to
20 how that schedule would work best for them.

21 DR. MIEDEMA: I don't have a lot of chair
22 persons but I have a lot of program managers. So, I
23 can speak to it from that perspective. Especially
24 when I had both health sciences and the institute of
25 nursing, I had a lot of program managers. And that's

1 what we did was to -- I did half of them one year and
2 half of them the others as far as their evaluations
3 go, but over a period of time it seems like all but
4 one rolled off the same year and so of you have all
5 of these positions to fill at one time. So, if we
6 can do some staggering of the terms or the three year
7 term, I'm certainly willing to give that
8 consideration as well.

9 One of the things that has been an oxymoron in
10 this whole process has been we do peer evaluations of
11 department chairs and program and program
12 coordinators annually, that's fine, and we give that
13 information to those individuals but the evaluation
14 with their provosts is every two years. Now, an
15 evaluation as a faculty member is every three years
16 but we did ever two years because that's the term of
17 office here. So, in some ways it would be a lot
18 easier just to say it's a three year term and we put
19 them in same type of a cycle that we have for all the
20 other faculty as far as their evaluations. It's a
21 little easier to keep track. Every year I go back
22 and go is this the year I have to do it and I have
23 this whole spreadsheet going okay, no I did her's
24 last year, so this year I have to do this one and it
25 can be done, I do it, I don't miss anybody but it

1 could make the whole feel a let smoother if we looked
2 at something like that. And I don't think -- I can
3 do a quick poll of the provosts but I don't think
4 they would have an objection to changing the length
5 of that term if that's agreeable with the faculty.

6 DR. MARSHALL: I think at that point then we
7 just have to look at -- Lynn and I had talked about
8 we would still want the process of election that's
9 going, the election that's going on this term to
10 happen so we'd be moving forward from this.

11 DR. MIEDEMA: It starts when the contract is
12 ratified, not before the contract is ratified. So,
13 starting any of those that are falling into that
14 category for the next year, that's when the cycles
15 change but not for the current.

16 DR. MARSHALL: So, you might still want to poll
17 your provosts and associate provosts for us and find
18 out what the model -- how would the model suit them
19 best, do they want it fifty percent of the positions
20 or do they want all of these positions in one year
21 and all of these positions in the next year, what
22 works best for them and we'll try to work that out.

23 DR. MIEDEMA: Absolutely, we can do that.

24 DR. MARSHALL: Okay. And will you also forward
25 to them that language for the timeline and they can

1 have a look at that too?

2 DR. MIEDEMA: No way.

3 DR. MARSHALL: I don't know that we would be
4 able to fix that up yet but at least they could be
5 looking at it for us.

6 DR. MIEDEMA: Yes, thank you.

7 MS. SPENCER: Thanks, Debra.

8 DR. MARSHALL: You're welcome.

9 MS. SPENCER: And so then department chair
10 persons, does that listing look a little better? And
11 then there is some new language about qualifications
12 because we had that issue like who's eligible to be a
13 chair in the department and then we had -- like for
14 example, Karen McCarther doesn't -- her majority of
15 assignment is not in that department, she's a
16 librarian but she's become a department chair because
17 no one else was available. So, what this language
18 was, it's proposed in the event that no applicants
19 meet this requirement for qualified full time faculty
20 members whose primary assignment was in the
21 department, then the search can be extended to any
22 full time faculty member who teaches at least one
23 course within the department, in the event that there
24 are no applicants that are qualified.

25 DR. MIEDEMA: Exactly, I didn't have an issue

1 with that.

2 DR. MARSHALL: So we're good with that one?

3 DR. MIEDEMA: Yes.

4 DR. MARSHALL: Thank you.

5 DR. MIEDEMA: The question I had under duties
6 is do department chairs do articulations in-house?

7 DR. MARSHALL: Where are you, Dr. Miedema?

8 DR. MIEDEMA: Under department chairpersons
9 duties. And this is just a question because my
10 experience, I have one department chair who has the
11 department chair responsibilities unlike anyone else
12 in the college. So, do department chairs actually
13 participate in the development and maintenance of
14 articulation agreements?

15 UNIDENTIFIED SPEAKER: Two of them do.

16 DR. MIEDEMA: They do?

17 UNIDENTIFIED SPEAKER: Wayne Brown. Wayne
18 Brown has two.

19 DR. MIEDEMA: He may be one of those enigmas
20 that we need to create a different.

21 And how about drafting memoranda of
22 understanding with outside agencies and professional
23 organizations, is that --

24 UNIDENTIFIED SPEAKER: Same thing.

25 DR. MIEDEMA: That's something program managers

1 do but do department chairs.

2 UNIDENTIFIED SPEAKER: Those two particular
3 ones do.

4 DR. MIEDEMA: Those two do. We always need
5 that they were special.

6 MS. SPENCER: Wayne and who's the other one?

7 DR. MIEDEMA: Connie Brown.

8 MS. SPENCER: Connie. Okay.

9 DR. MIEDEMA: They done fit into a category
10 very well.

11 MS. SPENCER: So, we want to look at that maybe
12 some other -- you want to put them in a different
13 category, you want to strike that, or do you want to
14 put as needed or?

15 DR. MIEDEMA: I'm just asking for a review
16 because we want to make sure.

17 I also wanted to know under duties do
18 department chairs convene faculty meetings.

19 UNIDENTIFIED SPEAKER: Yes.

20 DR. MIEDEMA: That's not listed as -- it's
21 listed under program manager and program coordinators
22 but not under department chairs.

23 MS. SPENCER: Yeah, they do.

24 DR. MIEDEMA: Which I assume was their job
25 Gimmartino.

1 DR. MARSHALL: So, we want to add that one then
2 I guess. Where is it in the other?

3 DR. MIEDEMA: And one other I saw that I
4 thought maybe needed to be added. Oh, yes, may
5 provide assistance to the supervising administrator
6 for reviews of course content and adherence to
7 standards of criteria established by retail and/or
8 professional accrediting agencies. It's listed on
9 program coordinators. I know there's responsibility
10 for that with the program manager, is there also a
11 responsibility with that as the department chair and
12 I don't know. I know it is for Connie and it is for
13 Wayne but probably not for the others.

14 MS. SPENCER: Yeah, that's handled -- at least
15 on the AA side it's being handled through the cluster
16 chairs.

17 DR. MIEDEMA: That's why I'm saying that we may
18 need to look at a different title for those two
19 individuals who have basically a combined role of
20 program manager and department chair. So, let's call
21 them something else. Call them what they are. Queen
22 of the world. King of the world. But I'm just
23 saying if you want to try and make this so it's
24 something that they can understand.

25 DR. MARSHALL: So, you're suggesting creating a

1 completely separate category.

2 DR. MIEDEMA: Consider.

3 DR. MARSHALL: Like a like program chair.

4 DR. MIEDEMA: Or even put a note in there --

5 MS. SPENCER: That's a good idea.

6 DR. MIEDEMA: Or at Least put a note in there
7 that says in health sciences and institute of nursing
8 they have these additional responsibilities. You
9 could do that easily too by saying they have
10 additional responsibilities. So, whatever way you
11 want to take a look at it.

12 UNIDENTIFIED SPEAKER: Does Bill (inaudible)
13 have those also? He's a weirdo too.

14 DR. MIEDEMA: Bill (inaudible) does
15 accreditation standards. He -- I'd have to check
16 with Mary whether he does memoranda or articulation
17 agreement.

18 MR. ZACKS: He only oversees one person, like
19 Gilbert, it's just he and Bill.

20 DR. MIEDEMA: I know.

21 MR. ZACKS: But he has a title of program
22 manager but doesn't have the responsibilities wherein
23 that Institute of Public Safety program coordinators
24 are actually being required to do evaluations on
25 adjuncts, which is not really one of their

1 responsibilities. We don't have a department chair
2 that covers everybody and responsibilities are being
3 pushed on people that aren't required to do them.

4 DR. MIEDEMA: What we're talking about is the
5 job description. That's why I'm saying I'm not sure
6 that he fits in unusual department chair
7 responsibilities but I know the other two do.

8 DR. MARSHALL: So, Lynn, did you make note of
9 that so we can change that later?

10 MS. SPENCER: Yeah, I'm making notes.

11 DR. MIEDEMA: And one of the things that we've
12 also looked at but not come to resolution on is
13 academic appeals. Do they go to the department
14 chair, do they go to the program manager, do they go
15 to the cluster chair. And I actually did a poll of
16 faculty in each of the clusters and generally
17 speaking the AA side of the house wanted it to go to
18 their cluster chair, but on the AS side of the house
19 they wanted it to go to a department chair or a
20 program manager or a specific program coordinator.
21 So, it was all over the map on how we do that. So,
22 maybe the way to look at this is department chairs in
23 AA.

24 MS. SPENCER: Okay.

25 DR. MIEDEMA: And you can list those things

1 because they are slightly different. And I don't
2 know, I'm just making a suggestion here. And then
3 you can include that department chairs look academic
4 appeals. I mean, they're part of that chain for
5 academic appeals, on the AA side it's the program
6 manager that looks at academic appeals, something to
7 that effect.

8 UNIDENTIFIED SPEAKER: Chuck was just saying
9 he's got an AS program with the computer science in
10 there, they're sending all theirs to the cluster
11 chair.

12 UNIDENTIFIED SPEAKER: We send everything to
13 our cluster chair. So, the AAS is even mixed up.

14 DR. MARSHALL: But there is a chain of command
15 for that. We do have a form that has the chain of
16 commands on it. So, if the student follows the chain
17 of command on the form.

18 DR. MIEDEMA: The chain of command says it goes
19 from the faculty to the department chair or program
20 manager to the associate provost.

21 DR. MARSHALL: So, in the case when you have
22 both it's a problem, that's what you're saying.

23 DR. MIEDEMA: And in some cases the cluster
24 chair has said I think they should go to the cluster
25 for consistency within that cluster versus a

1 department chair on a specific campus.

2 MS. SPENCER: Yeah, because one of the issues
3 they had students shopping around for appeals.

4 DR. MIEDEMA: Exactly.

5 MS. SPENCER: So, one DC didn't give it and
6 somebody else might, you know.

7 DR. MIEDEMA: I don't know what the answer to
8 that is. I just like to pose some questions.

9 DR. MARSHALL: I know what the answer to that
10 is.

11 DR. MIEDEMA: No appeals.

12 MS. SPENCER: Well, you establish provosts
13 having -- as liaisons to the different disciplines.
14 So, I mean, the cluster like even for the AS side may
15 be the place to start. We had the discussion in our
16 cluster about well, what if Felicia is not an expert
17 in humanities but she would seek out somebody to
18 discipline that could give her feedback on them and
19 that's the expectation, and then it goes to the
20 provost who's our liaison for, that would be the
21 chain of command there but like -- I don't know about
22 AS, we still have to look and see because you have so
23 many. Don't you have one cluster that's like
24 everything like yeah.

25 DR. MARSHALL: But this wasn't a specific type

1 of appeal also, this was an appeal, for example, if a
2 student wanted to transfer in credits and we weren't
3 sure that they would transfer, we're not talking
4 about disciplinary appeals, grading appeals, things
5 like that. Maybe we should handle that not under
6 responsibilities of positions but instead as an
7 appeals process somewhere else.

8 DR. MIEDEMA: We certainly can do that, I just
9 didn't want to lose it, when we're trying to list
10 basic duties don't want to overstate, understate, we
11 wants to right state.

12 DR. MARSHALL: We might be able to do it all in
13 one place though.

14 DR. MIEDEMA: I'm fine with that, I just don't
15 want to lose that.

16 MS. SPENCER: But in the academic appeals too,
17 is it true like when a student is asking for transfer
18 credit, that starts with the registrar's office and
19 then they go through and they look at it and then
20 appeal process starts after that, if they don't like
21 what the registrar says, comes to us.

22 DR. MIEDEMA: Yes, because at that point we may
23 need to look at specific competencies within a course
24 coming in compared to our competencies to make sure
25 that they match. And that's a faculty

1 recommendation.

2 It also makes reference to the appendix under
3 department chairpersons but not under the others.

4 DR. MARSHALL: This one here?

5 DR. MIEDEMA: Um-hmm.

6 DR. MARSHALL: Is that still an appendix that
7 we use?

8 MS. SPENCER: The department chair
9 responsibility list is in the appendix but we
10 don't -- I guess we should alter the appendix too.

11 DR. MIEDEMA: Or list it here and not have it
12 there, but that department chair makes reference to
13 the appendix when you get to program manager and
14 program coordinator, it does not refer to that
15 appendix list any longer and the appendix list
16 included all three.

17 MS. SPENCER: Okay. They had like a checklist.

18 DR. MIEDEMA: So, just for consistency.

19 DR. MARSHALL: Appreciate it, thank you.

20 MS. SPENCER: Okay. And then the cluster and
21 majority committee chairs, we added a TPDC to that
22 and tried to straighten that out and you should look
23 at that. We just -- we added faculty chairing and
24 major faculty committees or subcommittees at the
25 direction of AAC, TPDC, or the college will

1 compensated according to the schedule in appendix D
2 and then just set the examples. Do we need the
3 examples in there? We put that in there so it was
4 clear but. We put it in there last time.

5 DR. MIEDEMA: It says at the direction of the
6 AAC, TPD, or the college. So, does that mean that
7 AAC comes to me and says you need to start paying so
8 and so?

9 MS. SPENCER: No, that wasn't the intent. I
10 apologize, that should say faculty chairing major
11 committees or subcommittees, what I meant was created
12 at the direction of the AAC or the TPDC or the
13 college. So, I need to fix that.

14 DR. MARSHALL: So, I can actually --

15 DR. MIEDEMA: That was my question, does that
16 mean that I have no idea of these I'm going to get in
17 a budget year and also I get these things that says
18 you must pay, you must pay, you must pay and I'm
19 going ahh, I'm out of budget.

20 MS. SPENCER: No. So, I'll correct that.
21 Sorry about that.

22 DR. MIEDEMA: Well, just a clarification.

23 DR. MARSHALL: So, does that clarify if I add
24 the word created there, created at the direction of
25 the AAC, TPDC, or the college?

1 DR. MIEDEMA: Yeah, as long as we -- and we're
2 referring to the schedule so we know who gets paid in
3 the appendix. I'm fine with that.

4 MS. SPENCER: Substitute teaching was the same.
5 Do you have any comments or -- about the working
6 conditions and environment? That's all the language
7 that was in there.

8 DR. MIEDEMA: Number 2, just a question what
9 this means, and this is a Darla question. It said
10 any faculty member who sustains an injury as a result
11 of such incidents, meaning they've been harassed or
12 battered, will not be required to utilize accumulated
13 sick leave for absence from his, should be just his,
14 not his, her, college assigned duties. Does that
15 mean forever or until Workman's Comp. kicks in or
16 until the end of Workman's Comp. I'm not quite sure
17 what that means.

18 UNIDENTIFIED SPEAKER: Forever.

19 MS. FERGUSON: The procedures at the college is
20 if an employee's injured they're paid their full
21 salary for the first twelve days and then it's
22 two-thirds of their salary is paid by the carrier,
23 which is Gallagher Bassett. The faculty member can
24 use their sick leave for that one-third to continue
25 their full salary and the benefits so they don't lose

1 anything. So, it's -- and that's same true with
2 staff too, it's twelve days total.

3 DR. MIEDEMA: And that's always been in there
4 but it never made sense. So, now is the time to
5 clarify it.

6 MS. SPENCER: All right. I'll take a look at
7 that.

8 MS. FERGUSON: That's in case you trip over
9 those things, you get twelve days.

10 DR. MIEDEMA: And that could be as simple as
11 per college policy or something like that.

12 DR. MARSHALL: Well, that specific category is
13 dealing with something that happens as a result of
14 student behavior though, it's not --

15 MS. FERGUSON: If would still fall under
16 Workman's Compensation.

17 DR. MIEDEMA: That's why I just wanted to make
18 sure we had that because Workman's Comp., that's why
19 we pay into Workman's Comp. is to help us cover these
20 costs for whatever reason someone got injured.

21 MS. SPENCER: Yeah, in this one we had a
22 question, the faculty members were concerned, we've
23 heard on almost every campus, you know, the
24 centralized printing facilities, they're concerned
25 not having access to a printer and office and

1 everybody needs it but when you're printing out
2 student recommendations or you're dealing with
3 confidential materials, like I have to run down the
4 hallway and put the letterhead in there and then run
5 down the hallway and hope nobody printed on it before
6 I print the letter out. I usually give it to the
7 secretary now but. That's just an example but
8 there's other issues that have come up.

9 DR. MARSHALL: If you have a student in your
10 office and you have to get something off the printer,
11 you have to put them out of your office so you can
12 lock your door and go get stuff off the printer
13 that's down the hall and then you go back to your
14 office and let them back in again.

15 DR. MIEDEMA: So, what is it you're asking for?

16 MS. SPENCER: Well, I mean, I don't know if
17 there's a language solution to it but the idea that
18 faculty has access to a printer in a secure location
19 that says they can oversee their -- go ahead, Debra.

20 DR. MARSHALL: We have -- since I have been
21 full time, we have always had access to a printer in
22 our office, a small laser jet, black and white,
23 nothing fancy, but as they have started to break we
24 have not been allowed to replace them and instead now
25 the printer that's, for example, we use on my floor

1 is in a room that is down the hall quite a distance
2 for most of us and so while not a problem it is
3 definitely an inconvenience, it is an issue of
4 security, it is an issue of privacy. And then also
5 like I said, we're booting people out of our office
6 to stand in the hall while we go get a document off
7 the printer for them, you know.

8 MS. SPENCER: Yeah, it was at Palm Bay they had
9 concerns, and Cocoa we heard it. I don't know if we
10 heard that at Titusville.

11 UNIDENTIFIED SPEAKER: Yeah, circle faculty had
12 gotten -- had sent in things at the same time and it
13 involved grades and other faculty were seeing the
14 grades that students from the other faculty member.

15 DR. MIEDEMA: We have been trying to move away
16 from the desktop printers because they break and jamb
17 and they -- that's why we started to move into the
18 better grade regional type printers because they're
19 more reliable.

20 UNIDENTIFIED SPEAKER: But even people who had
21 asked if they could bring in their own printers were
22 told no.

23 DR. MARSHALL: Or in instances we're told yes,
24 however, no tech support can be provided then, which
25 is reasonable but.

1 DR. MIEDEMA: Let me -- that I can't answer
2 today but I can take a look at it.

3 MS. SPENCER: Anything on the grading system or
4 the class observations?

5 DR. MIEDEMA: Only question I have under class
6 observations is the notification. The unwritten
7 practice that we've been told is that we can say I'm
8 going to come sometime in March to your 2:00 o'clock
9 class rather than saying I'm coming March 12th at
10 2:00 o'clock to do your classroom observation, is
11 that considered appropriate notification? Because we
12 have been told in the past that it was okay.

13 MS. SPENCER: I don't know the answer to that.
14 I mean, when we've been evaluated it's usually like
15 give me -- the provost would say give me a couple of
16 dates that work for you and then we just send them
17 the dates and they. So they know they don't show up
18 and we're talking a test or something, but I don't
19 know, that's a good question. What do you think?
20 You want language -- I mean, I don't know.

21 DR. MIEDEMA: I just want a clarification what
22 that means because we've been told, we have been told
23 by individuals both ways when they have tried to set
24 up a schedule.

25 MS. SPENCER: Okay. We'll look at that.

1 DR. MIEDEMA: So, just a clarification.

2 MS. SPENCER: Did I miss anything in there?

3 DR. MIEDEMA: That's it.

4 MS. SPENCER: Okay. Do you want to look at
5 Article 6 before we? Okay. So, Article 6 is
6 essentially reformatted, the language is the same,
7 I'll let Debra pull that out, except for one area
8 where we, one area where we restored language that
9 was in the 2009 agreement and I don't know if it was
10 dropped by an oversight or what we did, but language
11 about just the handbooks being part of the contract
12 and mutually agreed to. So, do you want to look
13 through the -- any comments about this? Did you look
14 through it? Start from the beginning I guess.

15 DR. MIEDEMA: Actually, I have quit a number of
16 comments on this one.

17 MS. SPENCER: All right. Let's look at it.

18 DR. MIEDEMA: And part of it when I take a look
19 at the very beginning in Article 6.2 is just
20 language. Do we need to have the sentences in here,
21 it has nothing to do with the content, but a faculty
22 member whether tenured or not is entitled to academic
23 freedom, we all know that, why does that have to be
24 listed. We just said in A in recognition of the
25 principle of academic freedom at the college this is

1 what we do. So, it's just do we need some of this
2 extra language in here. It's not critical, it just
3 adds to the length of documentation.

4 MS. SPENCER: Okay. So, that's one.

5 DR. MIEDEMA: And it's that -- under C it says
6 in the spirit of academic freedom and shared
7 governance, let's just state the fact, this is what
8 is allow. B, moreover it is understood, let's just
9 state the fact. Why do we need, you know. And
10 that's just me, that's how I write.

11 The biggest area that I have that I need to
12 address is textbook selection.

13 MS. SPENCER: Okay.

14 DR. MIEDEMA: And that really -- the question I
15 have there is that textbooks we had suggested they
16 also include required course materials because it's
17 not just textbook, it's the access code, it's the
18 other types of materials and they all through a
19 review and that they -- the language I had originally
20 suggested just said textbooks also include required
21 course materials. Textbook adoption should follow
22 all appropriate procedural requirements and shall
23 document all required faculty discipline or cluster
24 approvals. It just needs to go through the process,
25 whatever that process is determined by the faculty to

1 be. I'm not prescribing a process, I just wants to
2 see that we're following the process.

3 MS. SPENCER: Can we amend that like required
4 course materials to say like meaning materials that
5 students are required to purchase. Because if I
6 require my students to do an on line reading that's
7 an open source or something, I mean. We had this
8 discussion at AAC and it was like we don't real need
9 everything, like if I require them to look at a film
10 on line, I don't want to have to go through a
11 textbook policy thing.

12 DR. MIEDEMA: Absolute, and that's probably can
13 be clarified just to say any student purchased.

14 We also had talked about whether or not we
15 could look at three years versus two years for an
16 election of book unless there's a significant change
17 in the textbook. I know in medical terminology every
18 two years there's a new textbook. If you read
19 through the new textbook, there's probably one word
20 that has changed so why are we changing textbooks.
21 And this is all premised to try and reduce cost to
22 our students.

23 I also had added in there that textbooks should
24 also be reviewed for ADA compliance and electronic
25 application to make sure they work with our system.

1 MS. SPENCER: Well add that. That's item 4 on
2 this?

3 DR. MIEDEMA: Um-hmm. So, that was basically
4 it.

5 Then down under E, you go down to E, it says no
6 employee, it should say no faculty. And then after
7 it says no employee it should say no faculty.

8 And a question has come up that this needs to
9 get addressed here and that is which is compensation
10 and honorary and what about travel. If a book
11 company says I will pay your travel to go to this
12 seminar, is that undue influence? How do we balance
13 that? We've had several faculty in the past week
14 request to travel and Pierson View is paying their
15 way, is that appropriate or is that not appropriate?

16 DR. MARSHALL: May I ask a question?

17 DR. MIEDEMA: Um-hmm.

18 DR. MARSHALL: So, I teach on line for Nick
19 (inaudible) in Louisiana and once a year I'm required
20 to go through ethics training with them. The answer
21 to that question there would be no, but that's a
22 state requirement for all employees. Do we have
23 something similar to that in the State of Florida?

24 MS. SPENCER: Ethics training?

25 DR. MIEDEMA: Nothing that's required.

1 DR. MARSHALL: Okay. That would have been an
2 easy fix.

3 DR. MIEDEMA: But I looked at the request that
4 we got and said is the faculty member going there to
5 wooed and dined. No, they're going to be part of a
6 task force to evaluate a new textbook. Okay. That
7 makes me feel a little better. Is a faculty member
8 in a department where they cannot overly influence
9 the decision for a textbook. Yes, it's a large
10 division. So, I said okay to this travel but when I
11 sign my name to it I'm a little hesitant because I
12 want to make sure that we are not setting any of our
13 faculty up to be constrained or considered to be
14 being influenced by an outside entity like that. And
15 whether or not this is the spot to put it or
16 somewhere else, but since we're talking about
17 textbooks in honorarium, I thought this might be a
18 place that we wanted to address that any sponsorships
19 like that will need to be reviewed to make sure that
20 that does not create an environment of coercion or.

21 MS. SPENCER: Well, I mean --

22 DR. MIEDEMA: I don't know what the correct
23 legal term is.

24 MS. SPENCER: I mean, you have language in
25 there already that says they can't do that service or

1 anything of value present or promised in exchange for
2 requiring students to purchase a specific textbook.

3 DR. MIEDEMA: Is that for travel?

4 MS. SPENCER: I would think that would be
5 something of value, travel, right?

6 DR. MIEDEMA: I consider it a value. Maybe we
7 could say including travel.

8 MS. SPENCER: Okay.

9 DR. MIEDEMA: That would make me happy.

10 MS. SPENCER: So, that's above there in E,
11 above, yeah, right there, no faculty. Is that a part
12 of what the state requires though? Now, is that
13 language coming from -- maybe we should just say no
14 faculty member at Eastern Florida State, I don't know
15 if it matters but.

16 DR. MIEDEMA: Yeah, no faculty of Eastern
17 Florida State College rather than saying the Florida
18 College System, that way we can modify the
19 requirements.

20 MS. SPENCER: Yeah, that's why I'm saying like
21 we should -- that why I'm thinking that.

22 DR. MARSHALL: I'm not going to put that in
23 right now, let's research that.

24 MS. FERGUSON: If you want (inaudible) out and
25 just capitalize faculty under number F.

1 DR. MARSHALL: Yes, thank you.

2 MS. SPENCER: Will you make a note there? I
3 made a note on mine, that's fine.

4 DR. MARSHALL: Yes, I will.

5 MS. SPENCER: And then you did propose some
6 changes that we could look at. Personnel files, I
7 know that's going to come up again but. You wanted
8 to put or stored electronically with restricted
9 access. I'm sure that will come up again when we
10 look at some of this other stuff but.

11 DR. MIEDEMA: It says things that are limited
12 access but as we moved to electronic. That was the
13 intent is that if it's electronically filed it has
14 restricted access.

15 MS. SPENCER: I mean, we'd still call it the
16 same thing, it's a limited access file.

17 DR. MIEDEMA: Um-hmm, whether it's hard copy or
18 electronic.

19 MS. SPENCER: Okay. Anything else in there?

20 DR. MIEDEMA: Huh-uh.

21 MS. SPENCER: Okay. How about 6.6. You had
22 proposed some changes.

23 DR. MIEDEMA: I had some changes from the
24 lawyer in the group, but I think I can live without
25 those changes.

1 MS. SPENCER: Okay. Who's the lawyer in the
2 group?

3 DR. MIEDEMA: Kathy Cobb. She changed some
4 words because she was adding lawyerees and I said
5 let's keep it simple.

6 MS. SPENCER: All right. How about outside
7 employment?

8 DR. MIEDEMA: Outside employment by question,
9 and this is a general question, that with the college
10 being on a four day week work week, when we say ten
11 business days, is that two and a half weeks or two
12 weeks? Are we counting it four days a week or five
13 days a week? Because we need to be consistent
14 throughout. And if that's the case, then let's say
15 it's eight days because it's two weeks. And we see
16 that over and over throughout the contract where we
17 refer to days.

18 DR. MARSHALL: So, change to eight? Can we
19 wait on that?

20 MS. SPENCER: Yeah, we'll talk about.

21 DR. MARSHALL: Sure.

22 DR. MIEDEMA: Because if we resolve it here, we
23 resolve it throughout the contract. I just want to
24 know because it's hard to count the days and know
25 that you've gotten things done on the right basis.

1 We don't know how we're defining our weeks.

2 MS. SPENCER: All right. We'll look at that.
3 How about 6.8, 6.9.

4 DR. MIEDEMA: The only thing I wanted to add in
5 6.9 under A was that faculty teaching completely on
6 line, may waive this requirement.

7 DR. MARSHALL: So, that would be B here?

8 MS. SPENCER: Yes.

9 DR. MIEDEMA: Yes.

10 DR. MARSHALL: Faculty teaching completely on
11 line have --

12 MS. SPENCER: May waive.

13 DR. MIEDEMA: May waive this requirement. We
14 don't force them to but they may waive it if they
15 want.

16 MS. SPENCER: So, where would they meet
17 students, just online I guess?

18 DR. MIEDEMA: Online, conference room, other
19 designated areas that have been mutually determined
20 by the provosts and the faculty member. Sometimes
21 they share offices, it's just more convenient for
22 them. Sometimes they share offices because they're
23 not in on the same days, but that's their decision to
24 make, we're not forcing them one way or the other.

25 UNIDENTIFIED SPEAKER: If they wanted a

1 separate office to themselves, could they have it?

2 DR. MIEDEMA: Contract says no more than three
3 per office.

4 MS. SPENCER: Two.

5 DR. MIEDEMA: Two.

6 MS. SPENCER: Um-hmm.

7 DR. MIEDEMA: Whenever the contract says.

8 MS. SPENCER: Whatever.

9 MR. MOATS: Just out of curiosity, student
10 records, either electronic, or paper tests, things
11 like that, if they no longer have an office on
12 campus, does that pose a problem for you as far as?
13 I would presume then they would be storing those
14 things at home.

15 DR. MIEDEMA: As long as they make them
16 available for up to three years in the event of an
17 appeal, that's -- that is the consideration.

18 MR. MOATS: So, when you have a falling out
19 with a faculty member, how do you get all those
20 things back?

21 DR. MIEDEMA: We make them turn them in before
22 they leave.

23 MS. FERGUSON: We have that.

24 MR. MOATS: At least if they're physically on
25 campus and in an office you can lock them out of

1 their office and you got them. Okay. But if they're
2 at home, my concern would be what if they just don't
3 bring them back. I mean, I'm just -- I mean, that's
4 your problem but I'm just playing devil's advocate.

5 MS. FERGUSON: Yeah, maybe the old grade book
6 that we had issues.

7 DR. MIEDEMA: Under 6.10, just a question.
8 Where feasible the administration should provide
9 parking spaces as close to building entrances as
10 possible with a fifteen minute loading, unloading
11 zone designation. Are we still doing that?

12 MS. SPENCER: We don't have it at the Melbourne
13 campus for Building 7 but. Building 9 they do, and I
14 think they do Building 1 they have loading. I don't
15 know, that's a good question. We should look at
16 that.

17 UNIDENTIFIED SPEAKER: There's one at 17.

18 MS. SPENCER: What's that?

19 UNIDENTIFIED SPEAKER: There's one at 17,
20 there's one at 14.

21 MR. MOATS: Once all the construction is
22 finished around here, that could be easily
23 accomplished with just one or two spaces on the side
24 of Building 8.

25 DR. MIEDEMA: I just wasn't sure if that was

1 still --

2 DR. MARSHALL: I think it is where possible.

3 MS. SPENCER: Yeah, where feasible.

4 DR. MIEDEMA: Okay. Then I don't have a
5 problem it.

6 MR. MOATS: I mean, if you have a building
7 that's totally --

8 DR. MIEDEMA: I just want to make sure --

9 MR. MOATS: -- landlocked by grass and no
10 parking anywhere nearby, then it's not feasible.

11 THE COURT REPORTER: Excuse me.

12 DR. MIEDEMA: I'm sorry.

13 MS. SPENCER: And then 6.11 is the same
14 language. 6.12.

15 DR. MIEDEMA: Just change it to SACS COC.

16 MS. SPENCER: Yeah, we missed that one. I
17 missed that one.

18 DR. MIEDEMA: Under 6.13, is -- under A it says
19 if sufficient number of faculty are not available
20 from the appropriate discipline, do you mean tenured
21 faculty?

22 MS. SPENCER: Yeah, I think we would -- we do
23 want tenured faculty.

24 DR. MIEDEMA: I thought you might.

25 DR. MARSHALL: Sufficiently diversified faculty

1 members.

2 MS. SPENCER: It doesn't specify above that
3 either. I don't think it ever did.

4 DR. MIEDEMA: No, it didn't.

5 DR. MARSHALL: Wait a minute, I think I'm in
6 the wrong place. Any such committee shall consist of
7 full time tenured faculty members, is that the right
8 place to put it?

9 DR. MIEDEMA: Under A where it says -- the
10 second sentence under A, if sufficient numbers of
11 tenured faculty are not available from the
12 appropriate discipline or campus or division, tenured
13 faculty from another campus.

14 DR. MARSHALL: I'm wondering if it should be up
15 here instead though.

16 MS. SPENCER: Yeah, it should be up top because
17 we've never had that -- we didn't have that in there.

18 DR. MIEDEMA: Well, if you go on to your small
19 b, c, d and e you talk about non-tenured faculty if
20 you don't have enough tenured. So, it belongs here,
21 not in the main sentence.

22 MS. SPENCER: You're right.

23 DR. MARSHALL: Okay.

24 DR. MIEDEMA: That's what made me see it.

25 MS. SPENCER: Yeah, that was in the. Okay.

1 DR. MIEDEMA: Next question I have here, it
2 says in the second sentence on this page, the union
3 shall be notified of creation and membership of all
4 faculties screening committees and may recommend
5 additional members if needed. Right now what we've
6 done is simply send an e-mail to the UFF president
7 saying this is the committee. When would we add more
8 members? If we have four, is there a reason that the
9 UFF would add more members? Or is this meant to say
10 if you can't find enough, then they'll look for more.
11 Because that's not what it says.

12 MR. MOATS: I think that was the intent.

13 DR. MIEDEMA: That's my question exactly. You
14 know what I'm saying?

15 DR. MARSHALL: Yes, I do. So, and when a
16 sufficient number cannot be.

17 MS. FERGUSON: Identified.

18 DR. MIEDEMA: Identified, that's good.

19 DR. MARSHALL: Does that make sense now?

20 DR. MIEDEMA: Yes.

21 DR. MARSHALL: How about additional members as
22 needed instead of just needed? Better?

23 DR. MIEDEMA: Perfect. I thought that's what
24 it meant but when you look at these things with a
25 critical eye instead of being part of the discussion

1 at the time that they were written, you tend to see a
2 little more.

3 Then I'm fine all the way down to b, d and my
4 suggestion here would be the committee will file
5 written recommendations concerning the finalists with
6 the appropriate administrator who provides this with
7 his recommendation to the vice president of academic
8 affairs. They don't go to the president, he refers
9 them all to me. So, we might as well say that.

10 DR. MARSHALL: We're okay with making that
11 change?

12 MS. SPENCER: Yes.

13 DR. MIEDEMA: He makes the final decision but
14 he doesn't approve any faculty member without my
15 recommendations. Might as well just send them to me.
16 Even staff members I look at, they wait for my
17 recommendation.

18 And number C is a duplicate of Article 5.8. So
19 we may want it one place and not necessarily in both
20 places. Just so you know, it's indicated.

21 DR. MARSHALL: Where else did you see it, Dr.
22 Miedema?

23 MS. SPENCER: 5.8.

24 DR. MIEDEMA: 5.8.

25 DR. MARSHALL: Thank you.

1 MS. SPENCER: How about vacancies and
2 transfers?

3 DR. MIEDEMA: Go down to B, A, this is again a
4 minor thing, but it says five business days. So, is
5 that one day into next week?

6 MS. SPENCER: Okay.

7 DR. MIEDEMA: And the other question I have
8 under this one is under C.5. First it has ten days,
9 again is that two and a half weeks or two weeks? So,
10 my question is the supervising administrator will
11 notify the requesting member of a decision within ten
12 days of the committee recommendation. This is
13 referring to an in-house transfer that the faculty
14 have chosen not to bring onto their campus. Do we
15 notify them before we advertise or while we're
16 advertising? Because sometimes the recommendation as
17 it comes to me is if we can't find anybody else,
18 we'll do this but we really would like to see who's
19 outside. So, do I notify this faculty member that
20 they are not going to be considered and wait to see
21 these applications or do I wait until I get those
22 applications and now that they've had the whole --
23 the benefit of all the applicants the committee makes
24 their decision.

25 MS. SPENCER: That's a good question.

1 DR. MIEDEMA: And I just want to make sure I'm
2 doing it the way faculty wants to bring in the best
3 person.

4 MS. SPENCER: Okay. We can look at that and
5 try to figure out how to write that up. Because that
6 has been an issue.

7 DR. MIEDEMA: Yeah, I know it has been, I just
8 want to make sure that we're clean on it.

9 And then under J for involuntary transfer, the
10 vice president of academic affairs will review all
11 the numbers. Again, it's not going to be the
12 president doing that.

13 UNIDENTIFIED SPEAKER: Academic affairs, you.

14 DR. MARSHALL: It's going to be the vice
15 president of?

16 DR. MIEDEMA: Academic affairs. When we wrote
17 this we didn't have a vice president of academic
18 affairs. Had I known all of these were included in
19 the job description, I may not have taken it.

20 DR. MARSHALL: And is that also here? Yes?

21 DR. MIEDEMA: Yes.

22 DR. MARSHALL: And also here?

23 DR. MIEDEMA: That one should be the president,
24 he makes a final determination.

25 DR. MARSHALL: And how about here?

1 DR. MIEDEMA: That will be me. I do the
2 notifying.

3 DR. MARSHALL: Okay.

4 MS. SPENCER: 6.1.6. 6.1.5 okay?

5 DR. MIEDEMA: Um-hmm.

6 MS. SPENCER: 6.1.6.

7 DR. MIEDEMA: 6.1.6, my recommendation is make
8 this as simple as possible and what I'm saying there
9 is that we have two councils and the number and
10 distribution of the members and length of service is
11 developed by the council. That way you have the
12 flexibility between contract cycles if you need to
13 change things because you need more of this person
14 and less of this person on these committees. By
15 having it here I don't want to be limiting it. So,
16 my suggestion is that you simply say the total number
17 and distribution of members and terms and length of
18 service will be developed by the councils.

19 MS. SPENCER: And published in the handbooks,
20 right? We can add that, and published in the
21 handbooks. And then we had language, and I don't see
22 it on your handout, that was in the 2009 contract so
23 it would be item D that the college and UF Brevard
24 will mutually develop procedures and the handbooks
25 are by reference incorporated into this agreement

1 which will be changed only by mutual agreement. We
2 had dropped that in the 2012 contract and I don't
3 remember in my notes ever going and discussing that
4 particular thing and that's probably an oversight on
5 my part, but the handbooks should be understood to
6 be, and they are understood, as part of this
7 agreement.

8 DR. MIEDEMA: I will have to consider that
9 because I don't believe that they should be.

10 MS. SPENCER: Okay.

11 DR. MIEDEMA: Because, again, it ties you into
12 specific language that cannot be changed without
13 going through that whole process and as we know, the
14 development of those handbooks can take a year and in
15 that period of time you're in limbo as far as what
16 standards we're following through on and I would
17 prefer to keep this as clean as possible in here and
18 give faculty as much flexibility as possible in
19 managing your own process.

20 MS. SPENCER: Okay. So, we'll look at language
21 that we can make that would address that and still
22 satisfy our responsibilities. Okay.

23 DR. MIEDEMA: And that's why if you look at B,
24 my suggestion would be that all voting members of the
25 academic affairs council will be faculty and

1 equitably represent the clusters rather than saying
2 there will be this many plus one and that type of
3 thing. Let you make those decisions as you get
4 together as a group. It's your meeting to run, it's
5 your council to establish. So why be tied into
6 language here that you have to have this many and
7 this many and this many. That's just my suggestion.

8 MS. SPENCER: Okay. That was the idea
9 originally.

10 DR. MIEDEMA: And the only thing I would add
11 there is that the chair of the AAC will present a
12 list of voting members to the president or designee,
13 me, annually. Because it does say that the president
14 of the UFF and the president of the college make
15 these appointments. So, somewhere we need to say
16 that this was just reviewed.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: And the same under the tenure,
19 just to make the same type of language.

20 Under D, I would just say your voting members
21 of the following committees if the committees are
22 active. Because sometimes we go a year or two
23 without having these committees even in operations
24 such as insurance. We may or not have an insurance
25 committee. We haven't had one now for several years,

1 right?

2 MS. FERGUSON: And there's been no major
3 changes.

4 DR. MIEDEMA: And we did away with the C, the
5 Coast, that no longer is in existence. So, you can
6 scratch that out of here.

7 MS. SPENCER: All right.

8 DR. MIEDEMA: Because it's not there. If we
9 would create that, we would want to make sure that
10 faculty are full time, are full voting members of
11 that committee, it's just not in existence right now.

12 DR. MARSHALL: So, take that out?

13 MS. SPENCER: Yeah, take that out.

14 DR. MIEDEMA: If you want to leave it there,
15 you can by saying if they're active, or you can
16 strike it because it's not active.

17 DR. MARSHALL: It's gone.

18 DR. MIEDEMA: And under 6.9, was my only other
19 comment. And I'm sorry to be monopolizing the
20 conversation.

21 MS. SPENCER: No, no, you're doing fine.

22 DR. MIEDEMA: It says a retired faculty member
23 in good standing shall have privileges to use the
24 college athletic facilities such as athletic
25 facilities rather than wellness programs because it's

1 not a wellness program but we do have gym facilities.
2 We may not have a wellness program on each campus
3 which means you have a man but we have athletic
4 facilities on every campus and our retired faculty
5 should have access to those things. That's just a
6 suggestion.

7 MS. SPENCER: That's good.

8 DR. MIEDEMA: A faculty member who is retired
9 is in good standing because you didn't get termed.

10 MS. FERGUSON: That always puzzled me.

11 DR. MIEDEMA: Only if you're in good standing,
12 Judge. That's it.

13 MS. SPENCER: Okay. So, that's Article 6.
14 Compensation. So --

15 DR. MARSHALL: Should we caucus now? Would
16 this be a good time to have a break?

17 MS. SPENCER: Can we do that? Can we take a
18 twenty, thirty minutes? Okay. Let's do that. Can
19 we do that?

20 DR. MIEDEMA: Um-hmm.

21 MS. SPENCER: Shall we leave or would you like
22 to?

23 MS. FERGUSON: They have Judy.

24 DR. MIEDEMA: Let us go so she doesn't travel.
25 We don't like to have to make her trip and fall.

1 MS. SPENCER: Oh, okay. All right. Thank you.

2 (Thereupon, the meeting was concluded at 3:55

3 p.m.)

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C E R T I F I C A T E

STATE OF FLORIDA)
(SS:
COUNTY OF BREVARD)

I, JILL CASEY, Court Reporter and Notary
Public, certify that I was authorized to and did
stenographically report the foregoing UFF Negotiation
Meeting and that the transcript is a true and complete
record of my stenographic notes.

DATED this 11th day of March, 2015.

JILL CASEY, RPR
Court Reporter

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