

TRANSCRIPT OF THE  
UNITED FACULTY OF FLORIDA  
NEGOTIATION MEETING

April 16th, 2015

Eastern Florida State College

Melbourne Campus

Melbourne, Florida

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The transcript of the United Faculty of  
Florida Negotiation Meeting taken before Diane Lynch, Court  
Reporter, held on the 16th day of April, 2015, commencing  
at 2:00 p.m.

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1 DR. MIEDEMA: We put together a tentative agenda,  
2 which is always tentative. It's just to try to keep  
3 us moving along a little bit.

4 MS. SPENCER: When we left last time, we were  
5 going to talk preliminarily about 11 and -- 12  
6 shouldn't be a major issue, but Article 11 on there,  
7 we didn't -- when we left last week, we had not -- we  
8 have not done any work on that beyond looking at it  
9 and identifying the --

10 DR. MIEDEMA: That's why I thought we could just  
11 start to take a look, if we have time --

12 MS. SPENCER: Okay.

13 DR. MIEDEMA: That's why I did the old business  
14 first, things we'd started working on that we need to  
15 finish; and then the last couple are the new things  
16 that, if we have time, some of those are pretty minor.  
17 Some of them are more major, some of them are pretty  
18 minor. We might be able to make some progress there.  
19 I started off with the ones that we actually did last  
20 week, Articles 1, 2, and 4, that we basically came to  
21 consensus on. So I did make a copy of those. I'll  
22 give you those, Lynn.

23 MS. SPENCER: I have a copy you sent to me.  
24 Article 4, let's hold off on that, so -- in terms of  
25 the duration of the agreement, because we'll see how

1 the compensation discussions go. You heard the  
2 legislature's going to be in extended session, so  
3 you're -- their budget is not set yet, or they're not  
4 -- that's what the fight is over. So we want to see  
5 how that works out in terms of compensation. So we'll  
6 hold off on that one. But 1 and 2 and 7, I think,  
7 even, you know, your management rights was also -- I  
8 think you'd sent me that one too.

9 DR. MIEDEMA: Now, the question I have with 4 --  
10 you're talking about the length of the contract?

11 MS. SPENCER: Right. So if we get into the  
12 compensation and we talk about that, if the budget  
13 numbers are not there for you to make a commitment to  
14 a package over three years that would be satisfactory  
15 to both parties, then we can look at one year and then  
16 come back and revisit it. So that was something -- we  
17 didn't want to sign off on that yet until we have at  
18 least gotten an understanding of where we are with  
19 compensation.

20 DR. MIEDEMA: Okay. That's fine.

21 MS. SPENCER: And before the contract's ratified.  
22 That might be one that's not a major thing to change.

23 DR. MIEDEMA: So, actually, I signed this,  
24 because you said that you didn't have a signed one.  
25 Same thing, I just gave you a signed copy so that you

1 had --

2 DR. MARSHALL: Is that one and two?

3 MS. SPENCER: Yeah, one and two.

4 DR. MARSHALL: I'll take them. I'll hold them.

5 MS. SPENCER: And then do you want -- here's a  
6 copy -- I don't know if it matters, the date's  
7 different from --

8 DR. MIEDEMA: That's fine. That's not a problem.  
9 All right. Article 3, we had a couple quick things in  
10 there, and maybe we can close that one up.

11 MS. SPENCER: Okay. That'll be good.

12 DR. MIEDEMA: In Article 3, what we were looking  
13 at was the definition for SACSCOC and e-learning.  
14 Anyone here teach online? Chuck, is that okay,  
15 definition-wise?

16 MR. KISE: Fine.

17 DR. MIEDEMA: Then I'm fine with that.

18 DR. MARSHALL: I'm also going to alphabetize all  
19 of these. It's making me crazy. So I will go back  
20 and make that change, but it won't change any  
21 definitions. It will just be alphabetical.

22 DR. MIEDEMA: And then SACSCOC?

23 DR. MARSHALL: This is why it's bugging me.  
24 Where did I put it?

25 MS. SPENCER: In the list of acronyms probably,

1 right?

2 DR. MARSHALL: It is in the list of acronyms.  
3 It's not in the definitions. So are we okay with  
4 that? Here's the -- last time we met, I told you I'd  
5 start building a list of acronyms, so here they are.  
6 And they're in the front, right after the table of  
7 contents. So are we -- do we want to clarify that  
8 even further by having a definition also?

9 DR. MIEDEMA: No. Having it in the list of  
10 acronyms will be fine. We just need to make that  
11 change throughout the document.

12 DR. MARSHALL: I did.

13 DR. MIEDEMA: Then I have no problem with that.  
14 My only other question under Article 3 was on 3.11,  
15 and that is simply where it says, "May be a Vice  
16 President, Provost, Associate Provost, Work-force  
17 Administrator or Dean." I'd like it somehow to say,  
18 "Examples are."

19 MS. SPENCER: Yeah, I think we put that in there.

20 DR. MIEDEMA: Okay. I wasn't sure if we -- if  
21 that had gotten in there or not.

22 MS. SPENCER: Yeah. Because we had left the  
23 table.

24 DR. MIEDEMA: 3.11?

25 DR. MARSHALL: I don't know where you are. I'm

1           sorry.

2           DR. MIEDEMA: Well, it's 3.12 on yours.

3           DR. MARSHALL: So it's in there.

4           DR. MIEDEMA: That's perfect. All right. We're  
5 done. I thought that one might be a quick one to  
6 finish.

7           DR. MARSHALL: So 3 is good?

8           DR. MIEDEMA: Yes, ma'am.

9           MS. SPENCER: Okay. Now, in 6 we had some  
10 questions. We had -- well, there's a couple things in  
11 there. Let's begin --

12          DR. MARSHALL: Where are we going?

13          MS. SPENCER: 6. Oh, in 5 -- well, before we get  
14 there, like, in 5, we changed the -- and you can see  
15 this when we send the document to you, but we just  
16 changed 3 credit hours to 30 load points, in language.  
17 But we've highlighted those for you, so -- from the --

18          DR. MIEDEMA: That's correct. Thank you.

19          MS. SPENCER: And then -- I think that was it in  
20 5, wasn't it? Okay. And textbook selection, we  
21 didn't talk about changing anything there.

22          DR. MARSHALL: Back in 5, Lynn, there was one  
23 more change.

24          MS. SPENCER: There was one more change? I'm  
25 sorry.

1 DR. MARSHALL: 5.3(C).

2 MS. SPENCER: Oh, that's right. We did clarify  
3 that.

4 DR. MARSHALL: I believe it's number 5 for you  
5 all. And it was this issue with -- where it said  
6 Tenure Committee, we just struck that. It just seemed  
7 to be redundant. Right?

8 DR. MIEDEMA: No problem.

9 DR. MARSHALL: Number 6, Lynn.

10 MS. SPENCER: The concern that we had was when we  
11 -- the last time we opened the full book, 2012-2015,  
12 and I said this before, I wonder if it's a scrivener's  
13 error, because I don't have anything in my notes about  
14 dropping -- about the handbooks, 6.16. Well, let's go  
15 -- pardon. There were some things that we struck in  
16 Selection of New Faculty, weren't there?

17 DR. MARSHALL: Yeah. Just give me a number, and  
18 I'll --

19 MS. SPENCER: 6.11, Enhancement of Professional  
20 Skills. I think you handed me some things that you  
21 want to clarify there. So 6.11(C). So we'd ask,  
22 like, if faculty may use the TRP for student loan  
23 reimbursement, student loans must be in good standing,  
24 current, and may not be delinquent, default, or  
25 deferred status. If the loan occurred within the past

1 12 months is what you want to insert in there.

2 DR. MIEDEMA: Right.

3 MS. SPENCER: Why? What's the thinking there? I  
4 mean, why limit it to the past 12 months?

5 DR. MIEDEMA: You may have a loan that you took  
6 out in 2005, before you even started at the college;  
7 why is the college paying for that loan?

8 MS. SPENCER: Okay. So what -- you want to  
9 specify that it's something that you earned while you  
10 were at the college? If somebody has worked on their  
11 doctorate, and they've gotten tuition reimbursement  
12 for some of that stuff, then the loan covers the rest  
13 of the costs. Somebody's here, and they've done that  
14 in the last five or six years, are you willing to  
15 extend it to that, maybe, a little bit further, or you  
16 want to think about it, or is this --

17 DR. MIEDEMA: Let's -- we need to take a look at  
18 that, because I'm not sure how much that would end up  
19 costing. That's a great unknown. When we do it based  
20 on the situation we know, we can actually start to  
21 project what that might cost in the course of a year.  
22 When you're saying, I owe -- I still owe \$70,000 for  
23 my PhD, how many years is the college going to pay for  
24 my PhD? That's -- you get that cumulative among a  
25 number of people who are doing it, it's harder to

1 figure out how to budget and fund that account. So  
2 when we take a caucus, I'll talk with Darla and see if  
3 we can get some information on that. That's where  
4 that came from, it was just too nebulous, that it  
5 could be anywhere from ten dollars to three million  
6 dollars that we need in that fund.

7 MS. SPENCER: Okay. Selection of New Faculty, we  
8 struck language there, 6.13. Was that at the previous  
9 session? I think we had agreed to this. It was just  
10 repeated.

11 DR. MIEDEMA: Yes. You had suggested language,  
12 and we said we were fine with that change.

13 MS. SPENCER: So our next one is -- we're going  
14 to talk about 6.61, Councils and Committees, "A", so  
15 the total number of distribution of members and  
16 lengths of service are specified in the handbook  
17 which, for reference, are included in this agreement.  
18 And you wanted to eliminate that language? And here's  
19 -- and I -- last time we met, I didn't really have an  
20 example for you. And the concern, I understood, was  
21 that you didn't want it to slow things down, like  
22 having it handled here and there and you have all  
23 these people working on it. But I think it protects  
24 us in some ways. For example, the path towards  
25 tenure, committee that's now in place, and they're

1 looking at aligning the language, looking where the  
2 gaps are as far as the handbooks, the tenure  
3 application, those kinds of things. And, you know,  
4 the work that Debbie Anderson has done trying to look  
5 at where we align MCC with TPD with tenure and rank  
6 and those kinds of things.

7 So in some respects, like looking at that, as we  
8 address that in the next year, to have to go and do an  
9 MOU and have the whole process ratified again is even  
10 slower than just looking at the handbooks and saying,  
11 this is where we'll change things. And we understand  
12 that we're working on the same page as far as changes  
13 are concerned. It's something that, you know, we're  
14 -- we're working towards the same things as far as  
15 rank and tenure and those kinds of things. And,  
16 certainly, nothing is going to change in the handbooks  
17 that's going to be detrimental to the college or that  
18 would be detrimental to the faculty. So it seems to  
19 me it's a natural thing -- protection for both of us.  
20 And, actually, a little more flexibility to have that  
21 in there and say, we can make changes in the handbook  
22 by mutual agreement. That was the example. But  
23 looking at path to tenure, that's where it came up in  
24 the --

25 DR. MIEDEMA: I don't see a need for an MOU, if

1       you're making change in how you're doing your  
2       business. As long as we've come up with those  
3       mutually agreed by goals at the beginning of the year.  
4       We are going to look -- TPDC is going to look at where  
5       there may be gaps in that system. We sign off that  
6       that's what the goals are. You have, then, the  
7       latitude within your committee structure to look at  
8       those problems without having to come back with final  
9       or intermediate documents that say, we've done this,  
10      we've done this, we've done this, or wait until we  
11      have the next series of reviews of these things. It's  
12      your business to run. I just don't see why there's a  
13      need to have that language attached to the contract.

14             The other thing that that does, which can make it  
15      confusing, not just for the faculty but for  
16      administration, is I now I have two different  
17      documents that I have to review to make sure I'm  
18      meeting all the dates and all the requirements. It  
19      should either be in one place, or the other, instead  
20      of having a whole list here and a whole list here,  
21      which makes it difficult to keep track of. That's why  
22      in other places in the contract, I've said, let's not  
23      do all the specific dates. Say it needs to be done by  
24      this date, and let me work backwards, rather than  
25      having five different steps that I could potentially

1       falter at. I need to have it done by this, it's my  
2       job to get it done -- get it started in time to meet  
3       that need.

4               MS. SPENCER: But here's the thing, you're  
5       talking about faculty in the five year process now for  
6       tenure. And as you -- as things come up and  
7       anticipate -- the issue they're having with the  
8       student opinion surveys, or the idea, like, that they  
9       have to meet so many load points that -- we're going  
10      to align that stuff. But this is a work in progress.  
11      But the other part of that issue is that faculty  
12      seeking tenure deserve some protection. And the idea  
13      that this contract would include those handbooks gives  
14      them some protection. So if there are changes to  
15      that, we both looked at it carefully and understand  
16      with respect to contract, we're protecting the rights  
17      of faculty and the college in those processes.

18             It's not in there to slow things down, but it's  
19      in there as a protection, so that as we -- for  
20      example, with the tenure, if we look at that and we  
21      make changes, if that ends up being detrimental or it  
22      infringes on the rights of the faculty in some way,  
23      then, you know, we should have that up front rather  
24      than, you know, dealing with a grievance later or  
25      trying to sort this out. I just see it as a

1 protection for the faculty and for the college too. I  
2 mean, if those councils decide to do something that's  
3 not part of the contract and it's not vetted by you, I  
4 mean, that seems like it's a fair protection for you.  
5 And it's not -- I really want to emphasize, it's not  
6 designed to slow it down. And I know what you're  
7 talking about, because before we've had these  
8 handbooks, and it's like, holy cow, like five or six  
9 drafts come through, and then you got to sit there and  
10 read the whole thing. And I do understand that, but I  
11 think the councils are more mature -- you're making --  
12 and we're in agreement on that, they're more mature  
13 now that they proceed in a way that's -- I mean, that  
14 was a whole new ball game when we did that initially.  
15 But now they're a little more mature, especially with  
16 respect to TPDC, and they're really handling a lot of  
17 these issues. And I think if we say, by extension,  
18 it's in the contract, and they just -- it's as simple  
19 as an e-mail. Send us an e-mail, here's the contract,  
20 take a look at this. I know it's more than that, but  
21 it's not designed to slow things down. My concern is  
22 that we want to make sure that faculty have some  
23 protection in case there is something that happens in  
24 those handbooks that, like, blows up because it's  
25 contrary to contract or it infringes on their rights

1 or it ends up to be a grievance or a court case or  
2 arbitration or something like that. So this allows us  
3 a mechanism to go through and look at that and say,  
4 okay, we're okay making these changes.

5 I mean, I don't see it has to be an onerous  
6 process, because I do think those councils are up and  
7 running in a way that's -- they're functional and  
8 they're doing good work that benefits the college and  
9 the students. So I just -- that's my concern.

10 DR. MIEDEMA: We'll discuss it when we break.  
11 Because I just don't see where we're gaining  
12 protection for the faculty with the handbook. I don't  
13 see what the -- I don't see that correlation.

14 MS. SPENCER: Okay. Let me see if I can clarify.

15 DR. MIEDEMA: If we have the information here,  
16 and what we're requesting from the councils is just  
17 those two pieces of information, I'm not real sure why  
18 we need the actual handbook associated with -- by  
19 reference in here. You should be able to because you  
20 are mature in those councils, to be able to run your  
21 business. That's my perspective. A student handbook  
22 has reference to faculty. Should a student handbook  
23 be included here by reference because it talks about  
24 some things that faculty's supposed to do?

25 MS. SPENCER: But you know, in some of these

1 issues though, this affects faculty's livelihood,  
2 right, it affects their wages? So it seems a  
3 reasonable safeguard to say that these are included in  
4 the contract by extension, so that if there is some  
5 harm, we can come back and look at it and say, okay,  
6 this is how we address this. Right? If that handbook  
7 asks them to do something that's contrary to contract  
8 or is -- I'm going to have the work on the particulars  
9 there, but I saw it in the process of reviewing these  
10 tender things, coming up with language along the lines  
11 of this and that. If we just say, instead of having  
12 to do an MOU and say, for example, with this student  
13 opinion survey, the list of things that are required  
14 for faculty. And we don't get, what, a 9 percent  
15 return on those opinions surveys, and maybe this time  
16 will be different because of the interface you have?  
17 I'm just wary of not having that included in the  
18 contract. How do we grieve those issues if somebody's  
19 rights are impugned, because the handbook -- here's  
20 the thing, because a lot of the people that write  
21 those things don't look at the contract carefully and  
22 are maybe not as aware of the things that are in there  
23 that we are. Because we look at it.

24 DR. MIEDEMA: Well, we'll talk about it when we  
25 take a break. I'm not, at this point, ready to

1           concede that.

2           MS. SPENCER: All right. That's fine. So let me  
3 put that aside then. Management Rights and  
4 Prerogatives, should we move on to that?

5           DR. MIEDEMA: Yes. I just came up with labels  
6 for the three sections, rather arbitrarily, Management  
7 Rights, Subsequent Bargaining, and Normal Employee  
8 Rights.

9           MS. SPENCER: Did we change "manning" in that  
10 one?

11          DR. MARSHALL: We did. I didn't even mark it  
12 because we agreed to it.

13          DR. MIEDEMA: I didn't like the word "manning."  
14 I liked "staffing" versus "manning."

15          DR. MARSHALL: So we're good with 7?

16          DR. MIEDEMA: Yes.

17          MS. SPENCER: We worked through a good bit of  
18 Article 8. Can we just go -- let's go through --

19          DR. MARSHALL: Piece by piece?

20          MS. SPENCER: Yeah, piece by piece.

21          DR. MARSHALL: Stop me when you see something.

22          MS. SPENCER: Those highlights are just where  
23 we're --

24          DR. MARSHALL: Yeah, I'll change all those.

25          DR. MIEDEMA: Make sure the numbers match the --

1           whatever the new numbers might be.

2           MS. SPENCER:   And then that's all -- oh, yeah, a  
3           question about that.

4           DR. MARSHALL:   505 percent.

5           MS. SPENCER:   Do you want -- all faculty members  
6           may schedule a maximum of five hours of office time  
7           online.   You want it to say 50 percent?

8           DR. MIEDEMA:   I'm just saying, it's the same  
9           number, whichever makes more sense to faculty, that  
10          it's five hours or up to 50 percent that can be done  
11          out of sight.

12          MS. SPENCER:   I just was concerned about, like --  
13          so for overload courses, you're -- the contract  
14          specifies that you have one -- you're available for  
15          one hour by appointment each week for every 30 load  
16          points.   And then if nobody makes those appointments,  
17          you're not required to keep that, that --

18          DR. MIEDEMA:   Well, that's something I want to  
19          talk about anyway.

20          MS. SPENCER:   Okay.

21          DR. MIEDEMA:   That's why I put that in there.

22          MS. SPENCER:   Okay.   Well, let's hold off on  
23          that.

24          DR. MARSHALL:   So to clarify, you meant 50  
25          percent here; is that right?

1 DR. MIEDEMA: Yeah.

2 MS. SPENCER: So if I'm teaching overload and  
3 there's four additional hours or three additional  
4 hours, what you want to do is you want to require that  
5 -- so that implies that 50 percent of those hours I  
6 would have to be on campus; is that right? All  
7 faculty members may schedule a maximum of five hours  
8 of office time online and -- okay. Tell us -- we  
9 should talk about it, what you're thinking.

10 DR. MIEDEMA: Well, the question I had was, when  
11 you're teaching an overload, should not the students  
12 have the same access to faculty members while you're  
13 teaching your load? And that -- I mean, the way the  
14 contract currently states is that, if the student  
15 makes an appointment. So if the student doesn't make  
16 an appointment, you don't have to be available to  
17 them. Our adjuncts are expected to give 30 minutes of  
18 office time for the students, but our full-time  
19 faculty don't have to unless a student actually makes  
20 an appointment? That was the question. I just  
21 wanted, philosophically, to understand why we -- and  
22 we've had it in the contract for a while, but why do  
23 we have that in the contract, that says that those  
24 students, because it happens to be your overload,  
25 don't have the same access to you as your regular

1 students would have.

2 MS. SPENCER: They're actually getting more  
3 access to the faculty. You're only required 30  
4 minutes for adjunct, for every 30 points that -- or  
5 three credits that you teach. And then here it's an  
6 hour additional. So when I look at my schedule and I  
7 recognize and I publish on the syllabus that I'm  
8 available for an additional two hours if I'm teaching  
9 60 load points extra. So they actually have more  
10 access. If they need to talk to me in -- and then  
11 it's flexible, so you can meet them -- you can deal  
12 with them at any time that works for both of you,  
13 right, instead of having to schedule those. That's a  
14 benefit to the students, it seems to me.

15 I mean, is there an issue -- is there a problem  
16 with it? Because, I mean, the reality is -- and we  
17 should talk about this, because the perception from  
18 the faculty is -- and on this campus it's come up, and  
19 maybe this is where it's coming from, but -- so, for  
20 example, the idea that somehow it's unfair that  
21 faculty are only on campus for two days and that they  
22 schedule their office hours online for the other two  
23 days or something. This has come up, like the  
24 perception of fairness, right, availability for  
25 students. But I think what it misses is that -- like,

1       this past weekend, I mean, I worked Friday, Friday  
2       night I was on there, grading and dealing with student  
3       issues, right, Saturday I was on there dealing with  
4       students, Sunday night I was on there dealing with  
5       students. I came back to campus on Sunday and dealt  
6       with issues for my Monday night class. So, I mean, I  
7       think the perception is somehow -- what we're hearing  
8       -- what I'm wondering, and maybe we should talk about  
9       is, from the college side of it, that somehow faculty  
10      are getting off easy or that it's unfair or that we're  
11      not meeting the needs of the students, when what I'm  
12      hearing from the faculty is that they feel like  
13      they're working and they're meeting their obligations  
14      and they're working weekends and they're working hours  
15      when otherwise they wouldn't. If we're going to work  
16      -- like, we're going to schedule four days a week.  
17      So, I mean, there's a -- do you understand, there's a  
18      disconnect here, or there's a -- maybe something we  
19      should talk about. So from your perception, is it --  
20      what's the driving force there? Just the idea that  
21      it's unfair, like, how come you don't have to be here  
22      four days, or -- I mean, I'm here all the time, but  
23      that's another issue.

24             DR. MIEDEMA: It has nothing to do with fairness  
25      between faculty and staff. What it has to do with is

1 access to students. And that's the bottom line. We  
2 need to know that we are here and available for the  
3 students when they need to have someone to speak to.

4 MS. SPENCER: Absolutely.

5 DR. MIEDEMA: That's why I said I need to know  
6 where that's coming from, even though it's been in the  
7 contract for several years; because does that give our  
8 students the access they would need? That's the  
9 question. That's the --

10 MS. SPENCER: I think it does, but -- Niko?

11 MR. KOUKOS: The only thing that I agree with is,  
12 if all my work is done in my 10 office hours and I  
13 have no other office hours -- no other work to be  
14 done, now I'm going to sit there and wait an hour if  
15 there's no students coming to talk to me. That's why  
16 I like the by appointment. Because they know my  
17 hours, it's posted on my syllabus, it's posted next to  
18 my door, and if they need to talk with me, they say,  
19 hey, Instructor Koukos, I need to speak with you, they  
20 schedule a time, I'm there for them. So it's not that  
21 we're not available, it's just if there are no  
22 students that need to see us, why do I need to be in  
23 the office?

24 DR. MIEDEMA: Do the students actually call and  
25 make appointments?

1 MR. KOUKOS: Oh, absolutely.

2 DR. MIEDEMA: Because my students, when I teach  
3 as an adjunct, never call me for an appointment.

4 MR. KOUKOS: It's on all of our syllabuses that  
5 all student interactions are by appointment. And that  
6 can be in the middle of class, a student can say, hey,  
7 I need to talk to you after class. So --

8 DR. MIEDEMA: I get a lot of e-mails when I teach  
9 as an adjunct, I get a lot of phone calls, I don't get  
10 people scheduling appointments. And that's just a  
11 fact. That's why I asked for that conversation.

12 MS. SPENCER: So maybe we should -- I mean, I  
13 think we agree with you that we need to be there for  
14 the students; and that's part of this, it gives you  
15 flexibility and it -- you know, you meet with them,  
16 talk with them all the time. So maybe we should look  
17 at it, maybe we should evaluate it. Maybe we could  
18 poll the students and see if this is an issue, do you  
19 feel that you have adequate access to faculty members?  
20 Are they available when you need them? And then we --  
21 or maybe you have data on that? I mean, that would be  
22 a way to look at it. That's a fair question, right,  
23 are we meeting their needs?

24 DR. MIEDEMA: That's all I'm trying to get to is,  
25 are we available for our students, because that's what

1 we're supposed to be here for.

2 MS. SPENCER: Absolutely.

3 DR. MIEDEMA: And rather than write the rules so  
4 tightly that you do this, this, you can do this, you  
5 can't do this, are we meeting the needs of our  
6 students? If we're meeting the needs of the students,  
7 you're not going to hear a complaint from me.

8 MR. ZACKS: Are the students complaining? Yes or  
9 no?

10 DR. MIEDEMA: They're not going to complain to  
11 me.

12 MR. ZACKS: They complain to us.

13 DR. MIEDEMA: They're going to complain to you,  
14 and I may never hear about it unless you tell me  
15 they're complaining they don't have access to you.  
16 And are you going to call me up and say, Dr. Miedema,  
17 my students think I'm not available to them? No.  
18 That's not going to happen. They're just not going to  
19 do that. And that's the conversation we need to have.  
20 And I'm not doubting that the majority of our faculty  
21 are there for the students 100 percent. We just need  
22 to make sure we have a clear understanding that our  
23 student needs are being met. Does that mean that  
24 students have the right to fail? Of course not. They  
25 don't do their work, they're going to fail. And when

1           they come to see me, because they do come to see me, I  
2           have two questions for them: Did you know the rules?  
3           And did your instructor consistently enforce them?  
4           And if they say yes to both of those, I tell them, you  
5           don't have a case. But we just need to make sure that  
6           we're being as consistent as we can be in meeting the  
7           needs of our students.

8           MS. SPENCER: So is there anything -- does the  
9           college have any -- they used to conduct those student  
10          satisfaction surveys, the -- this was years ago, they  
11          did that kind of stuff. So is there anything in the  
12          works from the administration side to assess student  
13          satisfaction with programs and, you know, those kinds  
14          of things? Is there anything you have --

15          DR. MIEDEMA: We do have a survey that will be  
16          going out in the next few days to our students. We do  
17          it on an annual basis. I cannot recall off the top of  
18          my head the language that's referred to, do you have  
19          the access to your faculty; but there is a question on  
20          there that is, is your faculty available to you?

21          MS. SPENCER: Oh, so you do it every year?

22          DR. MIEDEMA: Uh-huh.

23          MS. SPENCER: So what does the data suggest?

24          DR. MIEDEMA: I don't have that in front of me.

25          MS. SPENCER: Okay. But it was a problem, or --

1 DR. MIEDEMA: In some cases, yes.

2 MS. SPENCER: Okay.

3 DR. MIEDEMA: Not in all cases. So that was just  
4 the question. And I don't have a problem with leaving  
5 this at the five hours, I was just putting it at 50  
6 percent if we were going to go to something different  
7 with the overload time. And that way it could all be  
8 addressed at one time.

9 DR. MARSHALL: I have a question about the data.  
10 Is it aggregated, or is it -- do you know who that  
11 faculty member is that a student may have issue with,  
12 or is this just aggregated data?

13 DR. MIEDEMA: Aggregated data. Otherwise you  
14 wouldn't get students to respond.

15 MR. PARKER: I appreciate your philosophy too,  
16 because your time's valuable, you don't necessarily  
17 want to be sitting there wasting an hour when  
18 everything's done, you have other things to be doing.  
19 I think there's probably just a slight philosophical  
20 thing. There are students that may say, shoot, I  
21 didn't make that appointment with my professor, and as  
22 a result, I didn't get the opportunity that might  
23 have. And if you can honestly say there's never been  
24 a student who has never taken advantage of one of  
25 those open hours because they didn't make an

1 appointment -- but that's, I think, the fear, that  
2 there are that group of students that might not make  
3 that appointment that may need to see you that if they  
4 knew you had an office hour and had the ability to go  
5 see you at that time, they might take advantage of  
6 that. Otherwise, they may not have been able to.

7 And, again, you know, a lot of times all this  
8 stuff is really not written for the people in this  
9 room and not written for 90 percent of our faculty, 95  
10 percent of our faculty. I think it's just, again,  
11 you're trying to create that minimum expectation bar.  
12 But hearing full well what you've said, you don't want  
13 to force people to waste time when you have a very  
14 organized way of doing things. But there are probably  
15 students out there that are not getting the access  
16 they need because some people are not rising to the  
17 expectation that both sides of the table think they  
18 should.

19 MS. SPENCER: I think -- and it's like -- we're  
20 probably in agreement on this too, you have to be  
21 careful the way that, if you push too hard in the  
22 other direction, try to mandate, you have to do this,  
23 you have to have these hours -- I mean, there's  
24 nothing wrong with that, if you acknowledge that most  
25 faculty are probably meeting those and going above

1       that. Then you run the risk of creating ill will and  
2       end up with faculty that only work the contract. And  
3       that's not going to help the students or the  
4       institution. And that's just -- I mean, I'm just  
5       saying, like, it backfires. If we try to nail down  
6       everything with you all and not leave any flexibility,  
7       then we risk the same thing, and we don't want any ill  
8       will on your part or -- you know what I mean.

9             MR. PARKER: Yeah. It has to make sense. But,  
10       again, it's the kind of thing, if you were to say,  
11       hey, you only have to work one day a week, you're  
12       going to pay the 15 minimum threshold, even if you  
13       teach one or two classes, everybody in this room's a  
14       professional, you would say, absolutely, I would not  
15       take advantage of that low threshold, my students  
16       deserve more than that. You would be here teaching  
17       just like you are now. But there are 2, 3, 4 percent  
18       of the people here that would take advantage of that,  
19       would be here one day a week, would get paid 15 hours  
20       for -- there are -- there always is in every business,  
21       every occupation, a certain amount of people -- and  
22       that's a lot of times, a lot of these words are  
23       written for, is making sure that minimum threshold is  
24       exactly where you want it to be. It makes sense. But  
25       a lot of times, it is kind of -- it does feel --

1 sometimes it can be offensive because, again, the  
2 people in this room don't need to be told, you know,  
3 how to do certain things, you've got it. But we don't  
4 necessarily write those words for the people in this  
5 room.

6 MS. FERGUSON: If you ever pull a staff job  
7 description, there's one line that you all will see on  
8 every one is, "other duties as assigned." So that is  
9 if I have a special project -- you know, it's not my  
10 job. Who has heard that before?

11 MR. PARKER: Again, that example, 98 percent of  
12 people, you never have to have that line in that --  
13 every single person -- 98 percent of the people here  
14 that are staff would do anything you ask them to do,  
15 but there's 2 or 3 percent that would say, that's not  
16 in my job description. And that's why you have that  
17 line there. But it's not like when I read that line,  
18 when I see it, that I get offended by it, I understand  
19 why that's there. Because there are a small element  
20 of people that would say that. And it's a shame that  
21 the contract is this thick because of that reason, but  
22 that's why it is.

23 DR. MIEDEMA: You're absolutely right. If we  
24 didn't have to worry about making minimums in some of  
25 this documentation, our contract would be 20 pages

1 long. And be, basically, do the right thing for the  
2 students at the right time, sign your name.

3 MS. SPENCER: We wouldn't need contracts  
4 anywhere.

5 DR. MIEDEMA: We wouldn't need a contract at all.

6 MS. SPENCER: We could just do business with a  
7 handshake, right?

8 DR. MIEDEMA: Absolutely. But that was the  
9 reason for that. And we don't necessarily have to  
10 make a change to that, but I wanted to have that  
11 conversation, that we need to make sure that the  
12 understanding is very clear that if students need  
13 access, they need access.

14 MS. SPENCER: Right. And if you can -- if you  
15 get a chance to look at those surveys that you have  
16 and see where the issue is and share that with us. I  
17 mean, we could certainly revisit that. Niko suggested  
18 something we could talk about, maybe doing 30 minutes  
19 per overload and make it consistent with the adjuncts;  
20 but we could talk about that, see where the problem  
21 is.

22 DR. MIEDEMA: That's one of the reasons I wanted  
23 to bring it up. Because there's options.

24 DR. MARSHALL: The next is Instructional Faculty  
25 Responsibilities, 8.3.

1 MS. SPENCER: 8.6, right? 8.3, 8.6?

2 DR. MARSHALL: Under Instructional Faculty  
3 Responsibilities.

4 MS. SPENCER: Yeah, I think we talked about that,  
5 didn't we? Oh, that one. Yeah. We have a couple  
6 8.6's, don't we?

7 DR. MARSHALL: The numbering's not ever going to  
8 be right until I finish it. It's just not.

9 MS. SPENCER: That is what we talked about. We  
10 were looking at the rule, right? So you wanted to put  
11 in there the rule about FAC 6A-14.0411. The language  
12 that you originally proposed was -- your language  
13 proposed putting in the rule, so that the college may  
14 comply with FAC 6A-14.0411, right? And that's not  
15 really -- that's about aggregated data that you have  
16 to report, right?

17 DR. MIEDEMA: Yes.

18 MS. SPENCER: The purpose of it -- the purpose of  
19 the opinion surveys from the faculty perspective is so  
20 that you can review the student feedback and improve  
21 your teaching, correct? And to say, at the conclusion  
22 of each term, per FAC, that's not really in the rule,  
23 it doesn't say each term -- we were looking at the  
24 rule again, so we're wary of putting that in there.

25 DR. MIEDEMA: The original language said, "At the

1 conclusion of each academic term, for the sole  
2 purposes of professional self-improvement and  
3 continuous improvement of college-wide teaching and  
4 learning." That's why we had struck that and put in  
5 the rule.

6 MS. SPENCER: Okay. So how about if we -- for  
7 the purpose of supporting teaching, learning, and so  
8 the college may meet the requirements of --

9 DR. MIEDEMA: That's absolutely fine.

10 MS. SPENCER: That works?

11 DR. MIEDEMA: It made it sound like the only  
12 purpose was so that you do self-reflection, and it's a  
13 broader application.

14 MS. SPENCER: You following what I'm saying?

15 DR. MARSHALL: Uh-huh.

16 MS. SPENCER: So we can look at that?

17 DR. MIEDEMA: Absolutely.

18 MS. SPENCER: We'll take a look at that when we  
19 caucus and see if we can put -- we'll talk about that  
20 language.

21 DR. MIEDEMA: That was the only reason for that.

22 MS. SPENCER: All right. So we're going to take  
23 a look at that.

24 DR. MARSHALL: I found a redundant paragraph in  
25 there, I stripped it out, that's why I have the word

1 "counseling" highlighted. It had two --

2 MS. SPENCER: "Librarians" in there.

3 DR. MIEDEMA: Okay.

4 DR. MARSHALL: And then there's that. I think we  
5 have the wrong statute cited there. I think the  
6 statute has changed, and this is the --

7 MS. SPENCER: We looked through the -- what rule  
8 is it, 1007.271?

9 DR. MARSHALL: Did you want the entire chapter,  
10 or just the piece that deals with dual enrollment  
11 programs, 1007.271? Is that what we wanted in there,  
12 or --

13 DR. MIEDEMA: This is the dual enrollment  
14 program, this is what we needed to --

15 DR. MARSHALL: Okay. So we'll change it to that.

16 MS. SPENCER: And then, with the -- that language  
17 was -- okay, so we'll look at that.

18 DR. MIEDEMA: The point in looking at the dual  
19 enrollment is that this is a continually moving and  
20 developing process. What we have done so far with  
21 increasing the admission requirements for any dual  
22 enrollment, and having to pass a reading and writing  
23 before they can take any of those classes, is we have  
24 reduced our dual enrollment students by 30 percent  
25 already. So you have more prepared students in the

1 classroom than in the past years because they have  
2 reached a higher score. And the legislature has told  
3 us that we are not supposed to be limiting them.  
4 They're saying we're supposed to accept students -- if  
5 they're college ready, we should be accepting students  
6 down to sixth grade at college. You and I both know  
7 that that's probably not the best for them  
8 academically. Which is the reason we put in tougher  
9 standards to get in in the first place. So we no  
10 longer have the same number percentage of students in  
11 each of our classes for dual enrollment because we're  
12 down by at least 30 percent.

13 MS. SPENCER: But in that language, which is --  
14 which this was faculty concerns, and this was the --  
15 we were looking at the rule, it doesn't specify that  
16 -- it doesn't prohibit you from limiting the number of  
17 dual enrollment students in a particular section. It  
18 does? Because we looked through it. And the concern  
19 was the collegiate experience for all of the students,  
20 right. So in my 10:50 class, I have a whole room full  
21 of kids who got off a bus and came in, and they're  
22 good kids, but there's a woman in there that's our  
23 age. And the first day, when we said, where are you  
24 from, you rode the bus, I said to one girl; and she  
25 said, yeah. I go, what bus? She said, the school

1 bus. And I asked everybody else in the class, anybody  
2 else ride the bus? And every single hand in that  
3 class went up except for that woman that was sitting  
4 there.

5 So it's a concern from the perspective of the  
6 faculty, and I think from the college too, and the  
7 e-mails that went back and forth when this was  
8 discussed, talking in the clusters, about the  
9 collegiate experience for all the students. So that  
10 you don't end up enrolling in a class and it's all a  
11 bunch of -- it does change the nature of the class.  
12 And Debra, I think, sent some information -- she's had  
13 conversations with Sandy Henfield about this. And  
14 that's the concern, the collegiate experience for all  
15 of our students, so that they don't feel like they're  
16 coming to Eastern Florida and they're going to end up  
17 in a high school class instead of a college class.

18 But we didn't see anywhere in the rule where it  
19 said you had to limit the -- you were unable to limit  
20 the sections. And then this goes back from 2013 and  
21 information from Julie Alexander, who -- is she still  
22 vice chancellor for academic and student affairs for  
23 the division of colleges? You said there was nothing  
24 in the statute that would explicitly limit the dual  
25 enrollment students enrolled in a -- limiting the

1 number of dual enrollment students in --

2 DR. MIEDEMA: So what is your proposal?

3 MS. SPENCER: Just -- that's all, just that  
4 language. That we would work on it together. That's  
5 all. There's no teeth to it, it's just something in  
6 there that we want you to know that it's a concern,  
7 and I'm sure it's a shared concern. It's not to tie  
8 your hands, it's just, like, let's look at it. That's  
9 all. I mean, it's not a big change. We'll put the  
10 statute in there.

11 MS. FERGUSON: So, basically, you're looking at  
12 making sure a student, no matter where they come from,  
13 is treated equally in the classroom.

14 MS. SPENCER: Yeah, that would be fine. Does  
15 that tie your hands in any way? It's not really a  
16 thing -- it's just saying we agree it's important,  
17 that everybody have a fair experience here.

18 DR. MIEDEMA: We'll discuss it when we break.

19 MS. SPENCER: Okay. And Course Definitions, we  
20 went through -- there's one -- can you scroll down,  
21 Debra? This was a question for us. "An e-learning  
22 course may employ audio, video, or computer  
23 technologies within the approved online format." Do  
24 you mean the Learning Management System adopted by the  
25 college?

1 DR. MIEDEMA: Yes.

2 MS. SPENCER: You don't mean, like, you're going  
3 to hand us and say, you must have these and --

4 DR. MIEDEMA: The Learning Management System.

5 MS. SPENCER: Is it okay if we alter that to say,  
6 college-approved Learning Management System?

7 DR. MIEDEMA: Uh-huh.

8 MS. SPENCER: That's fine then.

9 DR. MARSHALL: So you want to change where it  
10 says "approved online format" to the college's  
11 approved Learning Management System?

12 MS. SPENCER: Didn't we -- we looked at that,  
13 right?

14 DR. MARSHALL: Well, this is the -- what's there  
15 now, the language there now, is the change that Dr.  
16 Miedema proposed. We just needed clarification as to  
17 what that meant. That's all. So you're okay with us  
18 crafting that a little differently?

19 DR. MIEDEMA: Uh-huh.

20 DR. MARSHALL: Okay. I can do that when we go on  
21 break. This is new.

22 MS. SPENCER: No, that's been in there.

23 DR. MARSHALL: Okay. So we're good there?

24 MS. SPENCER: I'm pretty sure that's been in  
25 there.

1 DR. MARSHALL: And this was the next, number 10.

2 MS. SPENCER: That just changed e-learning from  
3 distance learning, that's all.

4 DR. MIEDEMA: The question there was, if a  
5 faculty member says that they want -- it's okay to  
6 have 31 or 32, rather than having to break it into --

7 MS. SPENCER: Yeah. And you've been doing that  
8 in practice. I mean, they've been really good about  
9 it, you know --

10 DR. MIEDEMA: Absolutely. I just wanted form to  
11 follow function.

12 MS. SPENCER: So do you want additional language  
13 there, or --

14 DR. MARSHALL: Just where it says, "unless agreed  
15 to by the faculty member," at the end. I can change  
16 that when we go on break.

17 MS. SPENCER: Okay. And then we're up to the  
18 Value by Major Function.

19 DR. MARSHALL: We had a change here to "Q,"  
20 because that whole section was definitions of the  
21 types of courses, and then that piece was just stuck  
22 in there. I think we addressed that with the  
23 conversation before about things we're going to change  
24 at the start of this article. Right? So --

25 MS. SPENCER: Where are we? We're at 8.6, Value

1 by Major Functions, and "Q"?

2 DR. MARSHALL: This is the piece that we took  
3 from here, we struck it, and we put it up here. We  
4 just had that conversation, right, that we're going to  
5 put it somewhere in this top section up here, so that  
6 it fits better with that paragraph of information. It  
7 will come up to here. This is where that will go.  
8 Because it deals with the same program.

9 MS. SPENCER: So can you scroll down there again?  
10 Let's make copies of that at caucus, okay, so we can  
11 look at that. While we're --

12 DR. MARSHALL: Here you go.

13 MS. SPENCER: No, I have this. I'm talking about  
14 that, because I don't have that.

15 DR. MARSHALL: This is -- okay. So this piece  
16 right here, "Q," where we have it -- we struck it  
17 here, that piece is going to be up here, and we're  
18 going re-craft this on caucus. This is that section  
19 right here, with the statute. That's what's going to  
20 fit there. Because where it was before --

21 DR. LAMB: It's not a definition.

22 DR. MARSHALL: It's not a definition of a class.  
23 So this section is "other terms and conditions," it's  
24 the top of that other terms and conditions section, we  
25 will put it in there. Does that make sense?

1 DR. MIEDEMA: Yes.

2 DR. MARSHALL: Okay. And we'll fix that language  
3 and then strike it from the other section and you can  
4 look at that when we get back. What's the next piece?

5 MS. SPENCER: Okay. And then the PSAV process,  
6 that's where we were trying to get some equity for  
7 these guys who have gotten clock hour -- they have to  
8 work according to clock hour now because of the new  
9 state requirements. So is there -- there is an  
10 erosion of their pay because of that. So this was  
11 proposed in order to address that inequity. And if  
12 there's another way to do it, we're interested in  
13 looking at that, but are you --

14 DR. MIEDEMA: Faculty who have taught in PSAV  
15 programs in the past got paid based on contact hours  
16 or credit hours for calculation of load, whichever  
17 gave them the best deal. So it really isn't a change  
18 for them. Because in most cases, the clock hours was  
19 the best deal.

20 MR. HAZELTON: There is no more credit.

21 DR. MIEDEMA: I know. I understand that. I  
22 understand that.

23 MR. HAZELTON: By contract, you have -- in your  
24 contract, you have one credit equal in 12 and a half  
25 hours, per the letter. In reality, your -- most of

1           your faculty is teaching 200 hours face-to-face. And  
2           you're asking us to do our basic at 240. So that's  
3           where the disparity lies.

4           DR. MIEDEMA: I understand that.

5           MS. SPENCER: Is there a way we can address that?  
6           We're talking about, I think, five full-time faculty  
7           members. Is it welding, PSAV -- welding --

8           DR. MIEDEMA: Practical nursing --

9           MS. SPENCER: Practical nursing, cosmetology.

10          DR. MIEDEMA: Cosmetology. There's a number of  
11          those programs.

12          MS. SPENCER: So five -- more than that. Okay.

13          DR. MIEDEMA: Absolutely.

14          MS. SPENCER: Can you take a look at that? Can  
15          you -- are you interested in taking a look at that?

16          DR. MIEDEMA: We'll talk about it when we break.

17          MS. SPENCER: Okay.

18          DR. MIEDEMA: That will be a significant cost to  
19          the college. And I would have to do that calculation  
20          to see what that cost to the college is.

21          MS. SPENCER: In terms of fairness, it just -- to  
22          look at it and see --

23          DR. MIEDEMA: I understand that, and I understand  
24          what you're saying, and we certainly want to be fair,  
25          but we also want to take a look at PSAV programs. We

1 gain much less as far as tuition dollars than we do  
2 for college credit, they cost less. And we're going  
3 to be paying more. So we have to look at that  
4 balance. So I have to get some financial information  
5 in order to figure out where that balance is.

6 MS. SPENCER: Let me ask you a question, is  
7 tuition determined for those programs the same as it  
8 is for gen ed programs?

9 DR. MIEDEMA: No, it is not.

10 MS. SPENCER: Okay. Is it limited by the state  
11 in a different way than --

12 DR. MIEDEMA: Yes, it is.

13 MS. SPENCER: Okay. All right.

14 DR. MIEDEMA: That's why, in some of the cases  
15 where it makes sense, we're trying to move away from  
16 PSAV and into AS degrees, because then we follow a  
17 different set of rules. And our financial aid follows  
18 a different set of rules, and it's a benefit to our  
19 students. That's why our medical assisting program  
20 starting this fall will be an AS degree. Some  
21 programs it makes sense, other programs not so much,  
22 and that's what we have to look at.

23 MS. SPENCER: Okay. Thank you.

24 UNIDENTIFIED SPEAKER: Then it becomes a  
25 completer issue.

1 DR. MIEDEMA: Uh-huh. Yeah. For you guys, it's  
2 a very significant change that --

3 UNIDENTIFIED SPEAKER: We understand, and we know  
4 the numbers. It's 11 and 40 for academics for a  
5 face-to-face hour, basically, that amount, and 257 for  
6 us. That's Tallahassee. That's ridiculous.  
7 One-sixth of private. It's too little.

8 MS. SPENCER: Okay. So we'll talk about that.  
9 The banking hours for the load point obligations, are  
10 we still on that?

11 DR. MARSHALL: Uh-huh. That's here.

12 MS. SPENCER: So we had -- I mean, you were open  
13 to the idea of banking it, and you already do that in  
14 practice, so we drafted some language that we could go  
15 over and we could look at it. Tried to think in terms  
16 of -- starting with a basic year contract, it would be  
17 by mutual agreement of the supervising administrator  
18 and the faculty member that a faculty member could  
19 bank up to 150 load points. They would have to meet  
20 their load point obligation for the contract period,  
21 and we would start that with fall, the basic annual  
22 contract, and academic contract for fall, spring, and  
23 summer. They would have to defer compensation for  
24 that until they spent the points. We wouldn't -- we  
25 don't have -- if it's something that can work, it's a

1 work in progress, so we wouldn't carry the bank points  
2 longer than maybe four major academic semesters, or  
3 two years; and there's room to address that. The  
4 faculty could choose to use the bank points in any of  
5 the following ways, and we can specify, right,  
6 language, additional support for faculty --  
7 sabbatical, take a major semester off, reduce load  
8 obligations, and subsequent semester -- reserve as a  
9 payout. And, basically, it's an option to allow  
10 faculty -- not to make it a regular practice, and you  
11 still would have -- the supervisor obviously has to  
12 agree with them. It's not something you want to open  
13 the flood gates and wreak havoc with your schedules  
14 and your responsibilities, but in the event somebody  
15 has a family event that's going on, an illness, those  
16 might benefit or help the faculty, and also help the  
17 college in semesters where you need coverage and maybe  
18 you're not getting it, if you wanted somebody to teach  
19 night courses. I mean, all that could be worked out,  
20 but that was -- that was a draft just for discussion,  
21 and see how it worked out.

22 DR. MARSHALL: And none of that language is here.  
23 That's just --

24 MS. SPENCER: Yeah, it's just in the sheet we  
25 gave you.

1 DR. MARSHALL: We were just having a little  
2 session.

3 MS. SPENCER: Yeah. We tried to --

4 DR. MIEDEMA: I appreciate that. We'll have the  
5 HR expert look at that.

6 MS. SPENCER: I mean, you said you do some of  
7 that anyway, but, like, I don't know if that --

8 DR. MIEDEMA: We do do a little bit of that in  
9 bits and pieces, when there's a need. And the  
10 question has always been when each year starts and  
11 what happens to those faculty who may defer starting  
12 when everyone else starts, and then they leave, and  
13 they end up owing us money back. Which we don't want  
14 to do. That's a terrible thing. You're leaving us,  
15 and we're going to say, okay, you've got to give me a  
16 thousand dollars back because you didn't work this  
17 semester yet. So we want to just make sure that we  
18 have a real clean process going forward. I don't have  
19 any problem with the concept, I just want to make sure  
20 that we're addressing it in a way that HR can keep  
21 track of it and we're not going to have situations  
22 where we have to take money back from people. Because  
23 that's an awful thing to have to do.

24 MS. SPENCER: On that topic, like, the load  
25 points, we talked about this, and I know you've been

1 working to do this, have load points automated and  
2 tied into Banner. So when the schedule's populated,  
3 there's your load point form. How close is that to --  
4 just wondering.

5 DR. MIEDEMA: We will be ready to test it in the  
6 fall term.

7 MS. SPENCER: Oh, cool.

8 DR. MIEDEMA: So we'll take a few programs that  
9 we anticipate could be more problematic and -- EMS  
10 being one of those -- and run them through and see if  
11 it actually does calculations that are reasonable to  
12 what we would calculate on our own. And then we'll be  
13 able to move with that. And the idea being, you can  
14 have a quicker turnaround with getting your overloads  
15 added into your paycheck, without it being such a  
16 manual process. So Betsy Wetzel is working on that,  
17 and we will be ready to do it. I was hoping to do  
18 some this summer. We may be able to do some, probably  
19 not summer A, but maybe by summer B or C we can test a  
20 few and see how it works.

21 MS. SPENCER: Great. So there would be some  
22 provision in that system somewhere down the road for,  
23 this is banked? You would have that ability?

24 DR. MIEDEMA: Uh-huh. Yeah, we'd have to figure  
25 that piece out. Yes. We have to figure that piece

1 out. We could certainly do that. Bill Klein, for  
2 one, already spreads his points over 12 months,  
3 because his program runs 12 months.

4 MR. KOUKOS: I don't think we're going to have  
5 the same issue that you were speaking of, of an  
6 instructor starting later than everybody and already  
7 getting paid, because these are hours that we're  
8 working up front, and you're banking the points. If  
9 we left, we would lose the money. They would get paid  
10 out at the end, but you guys aren't under that.

11 DR. MIEDEMA: That's why I just want to make sure  
12 we have a system that can accommodate all of those  
13 needs. Because there have been a couple situations  
14 that -- nursing, I'll admit it, it's my program that  
15 always causes the problems, we've had a couple nurses  
16 leave for whatever reason, and actually owe us money.  
17 And I just -- that is not a conversation I have much  
18 fun dealing with. I don't like to say, I know that  
19 you're leaving, I know you have major medical  
20 problems, but you still owe us money. That's just not  
21 a very comfortable conversation to have.

22 MS. SPENCER: Absolutely. Okay. What else can  
23 we visit in this?

24 DR. MARSHALL: This is in overloads, 8.8, in "D".

25 MS. SPENCER: Yeah, you asked the question about

1 equitably -- I don't know, we always assumed that to  
2 mean, like, if you had, like, five faculty members  
3 that wanted overloads and there were 10 overloads,  
4 you'd divide them up. Is there a better way to say  
5 that? Like two each, or --

6 DR. MIEDEMA: Well, it's just a question as to  
7 who determines that it's equitable. I may say it's  
8 equitable that Niko gets more because he's such a good  
9 teacher.

10 MS. SPENCER: Oh, I see.

11 DR. MIEDEMA: It's equitable to me because he  
12 does such a great job, I'm going to let him have it  
13 over somebody else. Or I have 14 credits and three  
14 people, so who gets the extra -- who gets shorted a  
15 credit? You get five, you get five, but you only get  
16 four. Is that still equitable?

17 MS. SPENCER: Rock, paper, scissors.

18 DR. MIEDEMA: If you're willing to go with rock,  
19 paper, scissors, I'm okay with that.

20 MS. SPENCER: No.

21 DR. MIEDEMA: But I didn't know if there's a  
22 better term. And that was just a question, because  
23 it's one of those areas that it's equitable when it  
24 makes sense to you.

25 MS. SPENCER: Distributed equitably, it means

1           you're going to -- yeah, I see. I see.

2           DR. MIEDEMA: As equitably as possible, or  
3 something to -- that says we're trying it, but it may  
4 not be perfect.

5           DR. MARSHALL: The next sentence does say,  
6 "satisfactory or better rating receives preference  
7 over others." So we have that covered. But could we  
8 -- could there be a -- shall be distributed by number  
9 -- fairly by number? Or something like that maybe  
10 instead?

11          MR. AKERS: It could be, overload assignments  
12 within a discipline shall be distributed by mutual  
13 agreement between the faculty member and supervising  
14 administrator and among the faculty with a  
15 satisfactory or better evaluation requesting overload.

16          MS. SPENCER: Okay. I like that.

17          DR. MIEDEMA: Because maybe I only want to teach  
18 three, I don't want six. I would like to teach three.

19          DR. MARSHALL: I don't think that addresses the  
20 concern though.

21          MS. SPENCER: Say that again?

22          MR. AKERS: Essentially, it would be by mutual  
23 agreement between the faculty member and the  
24 supervising administrator.

25          DR. MARSHALL: But who gets first dibs on

1 courses. That's the problem, right?

2 MS. SPENCER: Is it a problem? Is it a problem?

3 MR. KOUKOS: I was going to say, has there been  
4 an issue?

5 MS. SPENCER: Or how have you handled it so far  
6 with overload distribution? You --

7 DR. MIEDEMA: I give it to whoever I want to.  
8 I'm only kidding.

9 MS. SPENCER: At the provost meeting, don't you  
10 go through and say, oh, so and so wants to teach more  
11 than --

12 DR. MIEDEMA: The way we have addressed it thus  
13 far is, we have brought any request over the 60 points  
14 to the provosts as a group, and we discuss them. And  
15 what we have said is, so and so wants to teach 200  
16 load points next semester. These are the classes,  
17 they're classes he or she routinely teaches, we've had  
18 good student evaluations, what do you think? And we  
19 say okay. We have not looked at three people and  
20 said, okay, give two of them to here, two of them to  
21 here, and two of them to here. We've gone with what  
22 we've had the request for at the time. It has not  
23 been a problem. But in an interpretation of this part  
24 of the contract, could it be a problem?

25 MS. FERGUSON: Could be.

1 MS. SPENCER: Okay. So we'll look at that. And  
2 the reason you do that at the table is just to make  
3 sure that everybody knows what's going on, it's just a  
4 communications thing, it's not --

5 DR. MIEDEMA: It's for consistency. If someone  
6 on one campus is saying, I don't allow anyone to teach  
7 more than "X" amount of overload. We all have that  
8 conversation.

9 MR. PARKER: I can make you laugh. How about you  
10 trust the supervising administrator and pull the word  
11 out. Because that's really what's been happening.  
12 The supervising administrator is making the decision,  
13 it's not been a problem. It's just that occasionally  
14 there may be an issue where there has to be a decision  
15 made because of --

16 MS. FERGUSON: Usually it's a last minute  
17 situation.

18 MR. PARKER: Equitably is just very subjective.  
19 I mean, what's equitable to someone may not be  
20 equitable to someone else.

21 MS. SPENCER: So it's been a last minute  
22 situation where, like, somebody -- but we have  
23 language in there that said it's the responsibility of  
24 the faculty to let you know in advance.

25 MS. FERGUSON: Yeah. But, I mean, I'm talking

1 about a last minute class has to be added. That  
2 happens a lot. And it's like the week -- I've had --

3 MR. PARKER: Adjuncts leave.

4 MS. FERGUSON: Yeah. And we've had the day class  
5 is supposed to start.

6 MS. SPENCER: And so faculty are fighting over  
7 that class, or --

8 MS. FERGUSON: Not necessarily, but we have  
9 scrambled before. And sometimes that's when some of  
10 these exceptions have to go through. But, yeah, we've  
11 had to scramble to find them. We have that data bank  
12 of credentialed adjuncts ready to go.

13 MS. SPENCER: Let's look at it. We'll make a  
14 note to --

15 DR. MIEDEMA: And it's not that it's been a  
16 problem, it's just, is there a better way to say it?

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

18 DR. MIEDEMA: So that we don't have a problem  
19 going forward.

20 MS. SPENCER: It's a good question, because we  
21 have something -- like Chuck is doing -- where's  
22 Chuck? He's gone. He's credentialed to teach in  
23 education and also, what is it, business he teaches or  
24 computers or something.

25 DR. MIEDEMA: Oh, you want to make it plural?

1 MS. SPENCER: I think it was already. Isn't it  
2 already like that?

3 DR. MARSHALL: Just instead of "areas," have  
4 clusters?

5 MS. SPENCER: Yeah, we could change it to  
6 cluster, that's -- would that be clearer for you? I  
7 don't know that it is. We have a bunch of people that  
8 are, sometimes they come to the humanities cluster,  
9 sometimes they go to communications.

10 DR. MARSHALL: But I think if it's plural, that  
11 solves the problem. Right? You can be assigned to  
12 multiple teaching --

13 MS. SPENCER: But you're regularly assigned to --

14 DR. MARSHALL: Well, you could be assigned to two  
15 clusters? Can you?

16 MS. SPENCER: Yeah.

17 DR. MIEDEMA: The question I have with saying  
18 cluster is the example that we've used before of a  
19 librarian who can teach in humanities. That's not the  
20 same cluster.

21 MS. SPENCER: Right.

22 DR. MIEDEMA: That's why "areas" makes more  
23 sense. If you're credentialed to be able to teach in  
24 another area -- Holly Kahler, good example, she can  
25 teach in dental, as well as speech. They're not the

1 same cluster. So if you say that cluster, then you  
2 just limited her.

3 MS. SPENCER: So we'll leave it -- I mean, I'm  
4 okay leaving it the way it is.

5 DR. MARSHALL: Leave it?

6 MS. SPENCER: Yeah. Okay. And that's for  
7 non-tenured faculty, just added it back in. Because  
8 that's part of a reassignment of -- return of  
9 non-tenured track faculty to --

10 DR. MARSHALL: It's under the section for  
11 re-entry of non-tenured faculty, so -- it's 8.11, and  
12 then the next was, re-entry of non-tenured faculty who  
13 accept, and then it's under B(2). So it's specific to  
14 the non-tenured faculty group.

15 MS. SPENCER: In that copy from last week, is it  
16 1584, or something like that.

17 DR. MIEDEMA: We were just trying to clarify the  
18 language, that they're both treated the same, but we  
19 can have sentences that say tenured versus non-tenured  
20 that says the same thing.

21 MS. SPENCER: Yeah. Because there are limits  
22 here, like -- so non-tenured faculty returned can't  
23 displace a -- it can't result in somebody -- the  
24 reduction in force or somebody awaiting recall. So  
25 it's a little bit different. And then did you want to

1 go to three-year terms beginning with the next -- at  
2 the end of this next group of DC's?

3 DR. MIEDEMA: Starting in August?

4 MS. SPENCER: Starting with the termination of --  
5 whatever chairs roll off, yeah.

6 DR. MIEDEMA: The next roll off. Starting in  
7 this August to -- '15 to '16 year, anyone who rolls  
8 off.

9 MS. SPENCER: Yeah. The new reports would be a  
10 three.

11 DR. MIEDEMA: The new reports would be a  
12 three-year.

13 MS. SPENCER: Is that what you want? You wanted  
14 to do that?

15 DR. MIEDEMA: I'm fine with that, if that's -- it  
16 makes more sense from an evaluation perspective,  
17 because you can be put on a cycle similar to what  
18 full-time faculty get for their cycle. If that's  
19 appropriate. I don't have a problem with that. It  
20 makes sense to me.

21 MS. SPENCER: Well, it's something you -- I think  
22 you had expressed an interest in. A question while  
23 we're on that, when those new chairs are appointed, is  
24 there a list -- one of the chairs said to me, like,  
25 Lynn Demetriades needs to know who the new chairs are

1 -- like, there's a whole list of people that need to  
2 know. Is Barb Kennedy the dean? Is she the one that  
3 handles that?

4 DR. MIEDEMA: We just got the notice from  
5 everybody yesterday, on the 15th, and we have the list  
6 together now.

7 MS. SPENCER: Oh, great.

8 DR. MIEDEMA: And it'll be sent to --

9 MS. SPENCER: Catherine Harwood and Lynn  
10 Demetriades and --

11 DR. MIEDEMA: Uh-huh. It will be posted on the  
12 website. I just got it compiled yesterday.

13 DR. LAMB: I was thinking about that, because I'm  
14 one of those who's giving it up. That's going to  
15 change a lot. All of the property managers, all of  
16 that stuff.

17 DR. MIEDEMA: It's a big change.

18 DR. LAMB: I don't have to worry about it.

19 DR. MARSHALL: So we're okay with the language,  
20 "to commence at the end of the current terms," right?

21 DR. MIEDEMA: Yes.

22 DR. MARSHALL: Okay. This is where we -- here's  
23 where we are. Is there anything up here that we need  
24 to address before we go on to the next page?

25 MS. SPENCER: Uh-uh. Where the department chair

1 person -- okay. What is that? Are there changes that  
2 you wanted -- we were going to talk about that and see  
3 what --

4 DR. MARSHALL: I think the stuff that is  
5 highlighted in yellow is the -- it's when we first  
6 started working on this section. In one of our first  
7 sessions, I think we kind of put that language in just  
8 as a placeholder. The stuff that is not highlighted  
9 in between, I believe, is information that the  
10 administration came back with.

11 MS. SPENCER: No, that was part of the original.  
12 That was in there.

13 DR. MARSHALL: Well, part of it is, yes.

14 MS. SPENCER: Oh, and then so your 50 percent --  
15 yeah, that's --

16 DR. MARSHALL: Yeah. So the whole section here  
17 is sort of old and new stuff from both sides of the  
18 table. We just need to figure out where we're going  
19 to merge.

20 DR. MIEDEMA: The first paragraph there that  
21 starts with "positions," that is what we discussed and  
22 that is perfectly appropriate. You all okay with  
23 that?

24 MS. SPENCER: Yep.

25 DR. MIEDEMA: All right. This next paragraph,

1           which is the two consecutive terms --

2           MS. SPENCER: Right. That was.

3           DR. MIEDEMA: -- that is the language that we  
4           have had in the past, it was just further down in the  
5           discussion points. And that is -- I don't have any  
6           issues with that piece either. That's what we've had,  
7           we just didn't have it there. We just kind of moved  
8           it and changed a few words.

9           MS. SPENCER: And then that second one was to  
10          address some concerns that you might have had with  
11          everybody rolling off at once. That didn't --

12          DR. MIEDEMA: Yes. And I arbitrarily said 50 --  
13          if 50 percent or more of the department chairs are  
14          rolling off in the same year, that we can adjust some  
15          of the years. That's open for discussion. That was  
16          an arbitrary -- I have looked at, say, Palm Bay, and I  
17          think every single one of them rolls off the same  
18          year.

19          MR. PARKER: Going back up to 502 for a second.  
20          Do you ever have occasion where you have a fourth term  
21          that has to be served? Or is it only three sometimes?

22          MS. SPENCER: What?

23          MR. PARKER: Well, you're saying --

24          DR. MIEDEMA: The only thing there, it would be  
25          if there is no one available. That's a good question.

1 If they do an extra term, and still at the end of that  
2 extra term, nobody comes up --

3 MR. PARKER: The way that's written, it's  
4 deadlined, you can't use them. But if you were to  
5 say, may serve additional terms with a consent. I  
6 know that's probably a rare thing --

7 MS. SPENCER: Okay, I see.

8 MR. PARKER: It's probably rare.

9 DR. MIEDEMA: It's probably very rare, but it  
10 could happen.

11 MR. PARKER: You'd be deadlined if you didn't say  
12 additional terms.

13 MS. SPENCER: Okay, that's good.

14 DR. MARSHALL: So you want me to go ahead and  
15 make that now?

16 MS. SPENCER: Uh-huh.

17 DR. MIEDEMA: Absolutely.

18 DR. MARSHALL: May serve additional terms.

19 DR. MIEDEMA: Perfect. Thank you, Jack.

20 DR. MARSHALL: Does that need to be with the  
21 majority consent of the full-time faculty?

22 MS. SPENCER: Yeah, I think that's a good idea.  
23 Are you okay with that?

24 DR. MIEDEMA: Majority consent, yes. We don't  
25 want to have a super majority. We may never get

1           there.

2           MS. SPENCER:   And the 50 percent thing, there's a  
3           way to do that.   I mean, we could stagger them.   We  
4           talked about that, doing two-year appointments and  
5           some three-year appointments.

6           DR. MIEDEMA:   Well, that's why I said,  
7           arbitrarily, that if more than half of your DC's are  
8           rolling off at the same time, that you -- when you go  
9           to replace them, you may want to stagger some of the  
10          new ones coming in.   Do you want to be more specific  
11          than that?

12          DR. MARSHALL:   I think the only issue that I can  
13          see with that, either side of the table, is the issue  
14          of it being equitable to those who only get the  
15          two-year term versus the three-year term.

16          MS. SPENCER:   So Palm Bay rolled over everybody  
17          this time?

18          DR. MIEDEMA:   Yes, ma'am.

19          DR. MARSHALL:   Which means they'll have the same  
20          issue in four years, or however many we decide.

21          DR. MIEDEMA:   I think all my program managers  
22          except for one roll off at the same year.   But in most  
23          of those cases, they're one full-time faculty  
24          departments, so it doesn't really matter.   But if they  
25          were more than one, they would all be leaving at the

1 same time.

2 MS. SPENCER: Do you want to --

3 DR. LAMB: The consecutive language was just  
4 added three years ago, right? It was new three years  
5 ago?

6 DR. MIEDEMA: Yes, sir.

7 DR. LAMB: So that's why this is happening.  
8 Because I've been department chair for eight years.

9 DR. MIEDEMA: Yes, sir.

10 DR. MARSHALL: I think -- I have some ideas, but  
11 I think we need to caucus. Because I'm not sure --

12 MS. SPENCER: Yeah, and I think --

13 DR. MARSHALL: -- what's in my head. But I don't  
14 -- when we get to that point, I think I might have  
15 something.

16 DR. MIEDEMA: Okay.

17 DR. MARSHALL: And then I think I'll just put a  
18 highlight there so that we know -- so we know that  
19 that's the problem area that's new to all of us.

20 MS. SPENCER: And then that was a question about  
21 qualified applicants within the department. That was  
22 -- is that an issue? We've already had precedence,  
23 like, I mean, we had Karen MacArthur from library  
24 serving as department chair humanities, right?

25 DR. MIEDEMA: That's correct.

1 MS. SPENCER: So I don't know that -- is it --  
2 yes, sir?

3 DR. LAMB: What I always hear grumblings about is  
4 online department chairs.

5 MS. SPENCER: That's it. Yeah.

6 DR. LAMB: Are they their own department?

7 MS. SPENCER: Good question.

8 DR. MIEDEMA: I didn't understand that question.

9 MS. SPENCER: So with the e-learning, right, you  
10 have four. With Karen MacArther serving as humanities  
11 cluster chair, it seems reasonable that other faculty  
12 that teach online could apply for those positions.  
13 What's the perception that you have of that?

14 DR. MIEDEMA: Up to this point in time, the  
15 definition has been the department, and the department  
16 has been defined as e-learning. That is something  
17 that I think can be open for discussion at this point  
18 in time. I think one of the proposals that came up at  
19 some point earlier was if they had taught at least two  
20 courses in that new department, that they could apply  
21 to be department chair in that new department. So  
22 that is certainly language that we can look at. The  
23 question then becomes -- I'll tell you my whole caveat  
24 with the whole process, which is, Chuck Kise only  
25 teaches online. Someone else comes in department

1 chair, do they continue to be a face-to-face faculty,  
2 teaching two classes online, and being the department  
3 chair, or do they become that 100 percent full-time  
4 faculty online and Chuck has to go to face-to-face  
5 classes. That's where the question comes in, and  
6 that's why we've always defined them as their own  
7 department, because we only have those few people that  
8 are full-time online.

9 DR. LAMB: Is there a limit written somewhere to  
10 the number of faculty who can teach 100 percent  
11 online?

12 DR. MIEDEMA: We have not increased that number  
13 in the last several years, by design. It is something  
14 that can be discussed and can be looked at, but we  
15 have held the line on doing that in the recent past  
16 years.

17 DR. LAMB: Is there language in the current  
18 contract that says the 150 points cannot be attained  
19 by all online classes? I'm just asking.

20 DR. MIEDEMA: It says that online classes can be  
21 part of load if agreed upon by your provost.

22 MS. SPENCER: No, it doesn't say agreed upon my  
23 your provost, it just says it can be counted as load.

24 DR. LAMB: Part of load?

25 MS. SPENCER: Uh-huh. That's the language that's

1 in there now.

2 DR. MIEDEMA: May be included as part of load.

3 But there is something in there about --

4 MS. SPENCER: Online sections may be considered  
5 as part of the faculty member's regular load. That's  
6 been in there for a long time. But there's been  
7 practices at other -- at some of the campuses where  
8 it's treated that you can have that assignment as an  
9 overload. And that's --

10 DR. MIEDEMA: That's correct.

11 DR. LAMB: But as the way it's written now, there  
12 will never, ever, ever be any other department chairs  
13 online, because no one else is qualified. Right?

14 MS. SPENCER: Except if we put that language of  
15 two or more courses --

16 DR. LAMB: That's what I'm saying.

17 DR. MIEDEMA: That's why I'm saying that's open  
18 for discussion.

19 DR. LAMB: Okay.

20 DR. MARSHALL: So I'll just leave that, right?

21 MS. SPENCER: Leave that.

22 DR. MARSHALL: We know that's new.

23 MS. SPENCER: We moved this annual review part  
24 under the qualifications on 8.12, Department Chairs,  
25 to 9.3, where there's language already. So would it

1 make sense to you to move -- like, to move the Peer  
2 Review, and then you wanted to change the review  
3 process, so if we go to three years for department  
4 chairs, you would do it once every three years from  
5 the supervisor's perspective? And then we'd just put  
6 that in. I don't know -- the discussion we had was,  
7 why does that have to be here? It's not part of the  
8 qualifications or duties, it's just like we put it in  
9 the annual -- put it in 9.3, where it already is.  
10 Just something to look at.

11 DR. MIEDEMA: I have no problem with moving that  
12 section to 9.3.

13 MS. SPENCER: It's already there, but --

14 DR. MARSHALL: What is this one up above? That  
15 was your --

16 MS. SPENCER: That was the thing we were talking  
17 about, the qualifications, yeah.

18 DR. MIEDEMA: Correct. I just wanted to make  
19 sure as we had this discussion that you all would  
20 consider whether or not your proposal would be that  
21 it's done as part of load, or if it's done as  
22 overload. I don't know if it makes a difference, I  
23 just thought that that was something that you as a  
24 group might want to discuss and come up with some  
25 consistency on. It may not make a difference at all.

1 It doesn't make a difference to me, but I thought I  
2 would bring it up so that you would have the  
3 opportunity to discuss it.

4 MS. SPENCER: Okay. That's the rest of that  
5 language.

6 DR. MARSHALL: And those are the changes that you  
7 made the last time, these new pieces here?

8 DR. MIEDEMA: Uh-huh. That's what I have.

9 DR. MARSHALL: I just wanted this section to be  
10 uniform, like the other sections that we've already  
11 built, and I didn't know what to put in here. We  
12 thought maybe, Robert, you would be able to help us  
13 with some language for this section.

14 MS. SPENCER: Aren't you -- because you're a  
15 college-wide coordinator.

16 DR. LAMB: Is that what I am? Is that what  
17 they're called?

18 DR. MARSHALL: So, for example, if you look up  
19 here at program manager, we have it broken out into  
20 duties --

21 MS. SPENCER: She just wants parallel --

22 DR. MARSHALL: Program coordinator, duties.  
23 College-wide coordinator, what are their duties? Who  
24 are these people? What do they do? That's all we --  
25 this is the only language we already had in the

1 contract for these people.

2 DR. LAMB: Correct.

3 DR. MARSHALL: Should there be more here? Is  
4 there a set list of responsibilities?

5 DR. LAMB: Let me look. I mean, we talked about  
6 this, what was it, two years ago, when talking about  
7 payment within that appendix. So I'm happy to look at  
8 it and --

9 DR. MIEDEMA: This might help when you have that  
10 discussion. This is just a draft of department chair  
11 responsibilities.

12 MS. SPENCER: This is new, or -- this was in the  
13 appendix.

14 DR. MIEDEMA: This is what I put in the original  
15 appendix that I sent to you when we first started.

16 MS. SPENCER: Yeah.

17 DR. MIEDEMA: So this was my attempt at trying to  
18 pull some of these definers together. But it may help  
19 you as you have that discussion. By no means is this  
20 the end-all list, it just was to try and get a  
21 conversation started.

22 MS. SPENCER: Okay. Thank you. Yeah, that's  
23 just both parties.

24 DR. MARSHALL: The same review language that we  
25 put further down.

1 MS. SPENCER: Okay. So that's deferred. There  
2 was, like, some student -- there were some minor  
3 changes that -- yeah. Like what we had talked about  
4 last time. Within 24 hours notifying them.

5 DR. MIEDEMA: Practicing that.

6 DR. MARSHALL: Yeah, they're all there.

7 MS. SPENCER: And that's an ongoing  
8 investigation?

9 DR. MARSHALL: Mr. Parker, this was your change  
10 that you wanted to do.

11 MR. PARKER: Thank you.

12 DR. LAMB: If a faculty member is no longer  
13 faculty?

14 MS. SPENCER: What's that?

15 DR. LAMB: If a faculty member is no longer  
16 faculty.

17 DR. MARSHALL: Where?

18 DR. LAMB: Above 8.19, letter "F."

19 DR. MIEDEMA: If you leave, then I have to figure  
20 out how to justify any grade changes.

21 DR. MARSHALL: It's the termination of  
22 employment.

23 DR. LAMB: Oh, okay.

24 DR. MIEDEMA: Which means I give everybody an  
25 "A." Not really.

1 DR. LAMB: Yeah, okay.

2 DR. MARSHALL: Nothing else there. We're to  
3 Article 9.

4 MR. KOUKOS: Should we take a break?

5 MS. SPENCER: Yeah, do you want to take a break?

6 DR. MIEDEMA: Okay.

7 (Thereupon, a break was taken.)

8 DR. MIEDEMA: Okay.

9 MS. SPENCER: Do you want to start with the  
10 handbook thing?

11 DR. MIEDEMA: Sure, we can start with the  
12 handbook.

13 MS. SPENCER: Debra's got something that might  
14 help with this.

15 DR. MARSHALL: Well, I remember that we did have  
16 discussion last time, or maybe two times ago that we  
17 met, with Michael, about the handbook, and his  
18 suggestion, which is probably taking a step backwards,  
19 would be to include the handbook as appendices, or  
20 include the various handbooks as appendices. But one  
21 thing that you might not be aware of is, when I  
22 revised the handbooks the last time, I wasn't looking  
23 at content necessarily, I was just trying to get a  
24 structure established and get everything bookmarked  
25 properly, I did put a revision cycle in there. Now,

1 I'm not on that committee anymore moving forward, I  
2 had enough of it before; but the last part of that  
3 does say -- don't quote me verbatim, but it does say  
4 that scrivener's errors can be handled throughout the  
5 year, but major revisions now only happen on a yearly  
6 cycle. So it's not going to be that constant effort  
7 to get the book fixed anymore. One thing that we  
8 might consider doing, instead of having the language  
9 here, is maybe adding just a sentence or a small  
10 clause somewhere that says that UFF will have the  
11 right to vet the handbook prior to major changes,  
12 prior to dissemination to faculty.

13 DR. MIEDEMA: I like what you just said. And let  
14 me explain why. My big concern with the handbook and  
15 having that as attached and by reference into the  
16 contract is that the handbook is reviewed by just a  
17 small portion of the faculty, but it affects all of  
18 the faculty. The contract is approved and ratified by  
19 all the faculty. So it's not the same type of a  
20 process. If we don't -- if we want to make sure that  
21 the handbooks are following the contract, I'm all for  
22 that. I just don't think that it has the same type of  
23 process as the contract. The contract, we negotiate  
24 here, but then all the faculty have the opportunity.  
25 A handbook, they don't. And that's one of the reasons

1 I have a little bit of a concern with it. So a  
2 statement in there that says before -- scrivener's  
3 errors are fine, but anything other than that has to  
4 be reviewed, to make sure that it is in compliance.  
5 And if you have any questions, that you then bring it  
6 to me, so that we can take a look at it and we can  
7 resolve those things. I'm fine with that. I just  
8 didn't want it to be seen by any of the faculty as a  
9 way to bypass the contract. You know what I'm trying  
10 to say?

11 DR. MARSHALL: So we can --

12 DR. MIEDEMA: That's really my concern is, I  
13 don't want it to be a workaround.

14 DR. MARSHALL: We can structure that, and then  
15 send it back to you next week. My only issue, I  
16 think, or my only concern would be stepping on  
17 somebody's toes as far as councils are concerned. Are  
18 we within our purview to do that?

19 MS. SPENCER: Yeah, it's a --

20 DR. MIEDEMA: It is a contractual mandate that  
21 administration recognizes these two councils. So the  
22 way through the contract we are assigning the work on  
23 these is through the handbooks being reviewed through  
24 the UFF leadership. And I think that's very  
25 appropriate. I'd be very comfortable with that. What

1 I don't want to continue to do is to be in a position  
2 where I am everybody's mother, and I have to review  
3 everything. Because you are grown-ups, and you should  
4 be able to run your own business. I'm here as a  
5 consultant, I'm here to assist in any way I can, but I  
6 don't have to be your mother. So that's my thought.

7 MS. SPENCER: Okay. All right. We'll get that  
8 to you. The DC thing, do you want to look at that?  
9 Well, what do you want to look at? We had a couple  
10 things that --

11 DR. MIEDEMA: You just keep going. I'm happy to  
12 get any work done on this that we can.

13 DR. MARSHALL: Down to the 50 percent and --

14 MS. SPENCER: Was that -- above that, 8.3, 8.6.

15 DR. MARSHALL: The office hours?

16 MS. SPENCER: No.

17 DR. MARSHALL: Oh, sorry.

18 MS. SPENCER: 8.3, 8.6 was about the sole purpose  
19 for the surveys? Isn't it above that?

20 DR. MARSHALL: No, I think it was below that.

21 DR. MIEDEMA: We wanted to look under 8.12,  
22 Department Chairs.

23 DR. MARSHALL: Here. It's right here.

24 DR. MIEDEMA: We had a couple questions there.

25 DR. MARSHALL: Before we get that far, that would

1 be the next change then. Right?

2 MS. SPENCER: Yeah. That's one of those things.  
3 So before we were talking about -- you were concerned  
4 about how the original language said the sole purpose  
5 of the surveys was for the improvement of teaching and  
6 student learning; and we put in, and to assist the  
7 administration with statutory compliance, or however  
8 you want to say that.

9 DR. MIEDEMA: Perfect.

10 DR. MARSHALL: And it's okay to strike it out of  
11 number seven there and just leave it up in six?

12 DR. MIEDEMA: Absolutely. That's fine. I'm fine  
13 with that.

14 DR. MARSHALL: What's next?

15 MS. SPENCER: Load points are before that, right?

16 DR. MIEDEMA: Before you get to load points, you  
17 had a question about the e-learning and department  
18 chairs.

19 MS. SPENCER: Oh, that's right. We did not get  
20 to that discussion. We have language in there that  
21 says -- I think we need more time to look at that.

22 DR. MIEDEMA: I just didn't want to lose it.

23 MS. SPENCER: Yeah. Thank you.

24 DR. MARSHALL: That was the next thing we had,  
25 but I don't know that we're --

1 MS. SPENCER: We have a democracy, so it takes  
2 longer. It's just --

3 DR. MARSHALL: I can speak to that if you want me  
4 to.

5 MS. SPENCER: Yes.

6 DR. MARSHALL: So when we read the statute, the  
7 statute does say that you can't limit the numbers of  
8 students coming into the program, coming into college,  
9 but it doesn't speak to placing some sort of limit on  
10 the numbers in a classroom. Right?

11 MR. AKERS: Unless that limitation excludes the  
12 possibility of a dual-enrolled student joining a  
13 section that meets in a particular time of day.  
14 Dual-enrolled students must be allowed to --

15 DR. MARSHALL: Or for graduation compliance.

16 MR. AKERS: Correct. It's a matter of equity.  
17 We get into, perhaps, some discrimination issues if we  
18 have very small offerings in a course when we reach a  
19 certain ratio and dual-enrolled students may no longer  
20 enroll in that section. That's where the statute  
21 comes into play.

22 MS. SPENCER: Okay, I see. But that's the issue  
23 with the collegiate high school, right, where they all  
24 get off the bus at 10:00 and come to the 10:50  
25 classes; and that's the class where you have one

1 person who's -- how do -- I mean, that's mainly where  
2 that comes into play. The rest of the time the  
3 schedule's not an issue, it doesn't seem like.

4 DR. MIEDEMA: But there's also faculty that teach  
5 collegiate high school by choice, and they know that  
6 90 to 95 percent of their students are going to be  
7 dual-enrollment students.

8 MS. SPENCER: This is true.

9 DR. MIEDEMA: So it's hard to put a specific  
10 language in here because there's such a variety of  
11 circumstances that do occur. And since these students  
12 now do pay tuition, we don't want to be discriminating  
13 against them, because -- they don't pay it, the school  
14 has to pay it.

15 MS. SPENCER: The language is pretty soft. I  
16 mean, it's just a statement of shared intent, but it's  
17 not -- I mean, what are you thinking?

18 MR. PARKER: I just know the law doesn't want any  
19 language that circumvents the purpose of the law,  
20 which is that they have all unfettered access, just  
21 like every other paying adult would to their  
22 education. And any time you start to control or  
23 manipulate it at all, that could be perceived as  
24 circumventing the statute.

25 MS. SPENCER: That's not what -- the rule doesn't

1 address that, but I see where you're coming from.

2 DR. MIEDEMA: But that's why we say that we  
3 follow the rule, because then we're not spelling it  
4 out this way that can cause us problems. We know that  
5 the rule does not say we cannot limit it in a section,  
6 but we haven't put it in writing here. We say we're  
7 following the statute.

8 MS. PARKER: It just takes a single complaint  
9 from a single student for an equity concern for DOE or  
10 other federal groups to come down and do an audit and  
11 say that we're not complying.

12 DR. MARSHALL: But we could have the same  
13 situation happen with a student who's not  
14 dual-enrollment, maybe an older student, who gets into  
15 that section, and then says, I didn't sign up for  
16 that. You know what I mean?

17 MR. PARKER: True. True. And that's more of  
18 a --

19 DR. MARSHALL: It is. It's a different kind of  
20 issue, but there's two sides.

21 MR. PARKER: They still have access to the  
22 classroom, they just don't like the environment.  
23 That's a little bit different than saying, I don't  
24 have access to the class.

25 DR. MARSHALL: Well, yes, it is, you're right.

1 DR. EARLE: Can I ask an informational question?  
2 We aren't really fully open for dual-enrolled  
3 students, because there are specific programs that  
4 they are not allowed in. I'm just saying that. I  
5 mean, is that against statute? Like they can't --

6 MR. PARKER: They still have to meet the  
7 qualifications of the programs, and that's probably  
8 what's legally protecting us in certain claims, if  
9 they don't meet the requirement of the class. But if  
10 they meet the requirement of the class, then they have  
11 to have access.

12 DR. MIEDEMA: The statute also addresses -- or  
13 the administrative code also addresses the fact that  
14 any program that they're in has to lead to a  
15 certificate. Either an AA or a workforce-ready  
16 certificate. So that's where they don't meet some of  
17 the qualifications for some of our programs, because  
18 by the time they get done with dual-enrollment,  
19 they're not eligible for a certificate. That's why,  
20 for example, culinary is no longer on the list. It's  
21 not that we didn't want them in culinary or they  
22 didn't want culinary, but the 12 credits that they can  
23 take as dual-enrollment in culinary did not lead to a  
24 certificate. One does not exist. So the State took  
25 them off the list.

1 MS. SPENCER: Yeah, I don't --

2 DR. MARSHALL: We'll have to consider that one a  
3 little bit more maybe.

4 DR. MIEDEMA: I just want to make sure that we're  
5 not causing problems for us. I recognize that, and I  
6 think that we are sensitive to the fact that some  
7 faculty like having them in the class, some faculty do  
8 not. And we try to work with faculty in that  
9 situation. Is it perfect? No.

10 DR. MARSHALL: Are there specific times of day  
11 where we have an abundance of dual-enrollment in our  
12 sections?

13 DR. MIEDEMA: 10:00 until 2:00. Because that's  
14 the period of time that the bus comes and the bus  
15 leaves. 2:15, I believe.

16 DR. MARSHALL: That doesn't account for the ones  
17 who are driving their own vehicles though, so then we  
18 have that.

19 DR. MIEDEMA: But the majority of them come in on  
20 the bus.

21 DR. MARSHALL: Okay. And will they have access  
22 to the buses still, moving forward? I know there had  
23 been some discussion about that.

24 MS. SPENCER: Yeah, isn't there a provision in  
25 the rule about that?

1 DR. MIEDEMA: At this time -- I will preface my  
2 remarks, at this time, if they're enrolled in a  
3 specific collegiate high school experience, they will  
4 still get to ride the bus. If they are a  
5 dual-enrollment student who happens to be coming to  
6 class during that period of time, they're not supposed  
7 to ride the bus. Even if they're coming and going at  
8 the same time. That is per the School Board.

9 DR. LAMB: Brevard County, not the State, right?

10 DR. MIEDEMA: Brevard County. I just finished  
11 meeting with Cindy Van Meter last week.

12 MS. SPENCER: Okay. Well, we might end up  
13 striking that, or adding a -- yeah.

14 DR. MIEDEMA: That's fine. I'm just trying to  
15 give you the -- a little bit of the background on  
16 that.

17 MS. SPENCER: Okay. And then the PSAV question  
18 is the next one, right?

19 DR. MARSHALL: We added that in. We added that  
20 one in. We struck that, but that will move up if we  
21 decide to.

22 DR. MIEDEMA: Absolutely. Yes.

23 MS. SPENCER: And then this. Is there some way  
24 -- what do you think? You tell us what you're  
25 thinking.

1 DR. MIEDEMA: What I have done, I asked Mark  
2 Cherry to do some research for me. I do not have the  
3 answers right now. I cannot speak to that with any  
4 degree of intelligence at this point in time. But  
5 I've asked him to give me some information on how we  
6 are handling the charging of tuition on the contact  
7 hour, because that rate changes. I will know for sure  
8 on Monday when it goes to the Board how that will be  
9 paid, but I asked him to do that calculation so we can  
10 take a look at it. One of the other pieces that we  
11 need to look at as we look at this, that I will need  
12 for consideration, is in our PSAV programs, they tend  
13 to be much more hands-on, and so the faculty member is  
14 there with the students longer times and more direct  
15 contact with their students during that period of  
16 time. We do have a condition in the contract for my  
17 nursing students that say they can put 50 percent of  
18 their time, of their office time, as time that they  
19 spent with the students during the clinicals before  
20 and after, because we know that they're doing student  
21 advising. That is another option to do, which reduces  
22 the amount of time that they have to be on campus  
23 because it reduces the amount of office time. So  
24 there's some options we can look at and provide some  
25 better equity for those faculty. I just don't have

1 enough information to answer that right now.

2 MS. SPENCER: That's fine.

3 MS. MARSHALL: We'll keep working on the banking  
4 issue.

5 MS. SPENCER: Okay.

6 DR. MIEDEMA: Yes. Darla looked at that and she  
7 says, I need a little time on this section.

8 MS. SPENCER: Understandable.

9 DR. MIEDEMA: So we would like to be able to look  
10 at that and make sure that we're not breaking any  
11 other rules as we go to implement this one.

12 MS. SPENCER: Okay. And then we're just leaving  
13 it "assigned areas." We talked about that already.

14 DR. MIEDEMA: That's fine.

15 DR. MARSHALL: I think that might be as far as we  
16 had gotten.

17 MS. SPENCER: The department chair and the office  
18 hours. Oh, yeah, the department chair thing.

19 DR. MARSHALL: So let me take us back up to the  
20 top of that piece.

21 MS. SPENCER: So we're at three-year terms, and  
22 you're concerned about, like, everybody rolling off at  
23 once? So then you would have the option to schedule  
24 -- see the second paragraph? Wait, is it the second  
25 paragraph?

1 DR. MARSHALL: Highlighted in green. We struck  
2 some of the old language that was in there that just  
3 didn't make any sense. And --

4 DR. MIEDEMA: By lottery up to 50 percent.

5 MS. SPENCER: Yeah. And then going forward,  
6 everything will be three years, then they'll be  
7 staggered. Then you wouldn't have that issue. So you  
8 have the option.

9 DR. MIEDEMA: I think that's very doable.

10 DR. LAMB: The concern being, if you're a new  
11 department chair, you should know whether -- at the  
12 beginning, whether you're volunteering for two or  
13 three years.

14 DR. MIEDEMA: Oh, I agree. And I like the idea  
15 of the lottery, so it's not looking like I have -- I  
16 really like Robert, so he gets the three, the rest of  
17 you only get two.

18 MS. FERGUSON: You had Koukos as your favorite a  
19 while ago.

20 DR. MARSHALL: I'm never the favorite. You  
21 notice that? I'm never the favorite.

22 DR. MIEDEMA: You're always the favorite. That  
23 goes without saying.

24 DR. MARSHALL: So I think we still have to  
25 address the bottom piece there.

1 MS. SPENCER: Do you have a preference in that?  
2 You do, you expressed your concerns.

3 DR. MIEDEMA: Do I have a preference in that?

4 MS. SPENCER: Yeah.

5 DR. MIEDEMA: I know the preference from the  
6 e-learning department.

7 MS. SPENCER: We know that too, yeah.

8 DR. MIEDEMA: I also know that I would like to  
9 encourage open access for department chairs. I think  
10 the whole idea of us moving to this limitation is a  
11 good opportunity for more individuals to see what is  
12 entailed in those roles. Because it's very easy to  
13 think that your department chair, your program manager  
14 gets paid all this extra money for doing nothing,  
15 until you're in that role. So I'm very open to the  
16 discussion.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: Is that politically correct?

19 MS. SPENCER: That was very diplomatic. You  
20 could be a politician. Okay. So we'll have to see if  
21 we can live with that, or if we want to look at that.

22 DR. MARSHALL: I think that's as far as we've  
23 gotten.

24 MS. SPENCER: Okay. And then the 50 percent, we  
25 talked a little bit about your proposal, 50 percent

1 hours. And then we'd like to see if there is a  
2 problem -- and this was a question that was raised,  
3 like, so the data's aggregated from the student  
4 opinion thing --

5 DR. MIEDEMA: I've already e-mailed you the  
6 survey.

7 MS. SPENCER: Oh, okay.

8 DR. MIEDEMA: That's one piece I was able to  
9 accomplish while we were gone.

10 DR. MARSHALL: The results?

11 DR. MIEDEMA: The results. I sent it to Lynn.  
12 There's two things here in this discussion. First of  
13 all, I'm going to turn this over to Tony, because he  
14 did the math for me. The number of surveys that we  
15 sent out and the number that agreed or strongly agreed  
16 that faculty were available to them, and the number  
17 that agreed or strongly disagreed that faculty were  
18 available for them. And before he does that, I think  
19 what was most interesting in this survey is the 979  
20 students that said it was not applicable. I'm not  
21 quite sure how to interpret that.

22 DR. LAMB: Our concern was that we wanted to make  
23 sure that we knew that the students who were answering  
24 questions were describing full-time faculty, not  
25 adjuncts. Because we don't bargain for them.

1 MR. AKERS: I believe the survey -- does the  
2 survey say accessible, or available?

3 DR. MIEDEMA: It says -- let me get my notes up  
4 here.

5 DR. LAMB: I don't know if I trust students to  
6 know who's adjunct and who's full-time anyway.

7 DR. MIEDEMA: I sent it to you too, so you might  
8 be able to find it faster than I do.

9 MS. SPENCER: So you got 2014 and 2015 on that.

10 DR. MIEDEMA: The data did not vary that much.  
11 While we're looking that up, just tell us the  
12 percentage that is showed.

13 MR. AKERS: The ones that answered strongly  
14 agree, 3238; agreed was 1369. As Dr. Miedema said,  
15 those that said this didn't apply was 979; and 240  
16 disagreed.

17 MS. SPENCER: That's not too bad. That's not a  
18 big percentage. So 3238, what's the percentage then?

19 DR. MIEDEMA: Probably about 5 percent.

20 MR. PARKER: Sort of tracks that percentage we're  
21 concerned about. Sort of tracks the reason for the  
22 language.

23 DR. MARSHALL: But we don't know if those --

24 MR. PARKER: Adjuncts or full-time.

25 DR. MARSHALL: Right.

1 DR. MIEDEMA: We don't know, no.

2 MS. SPENCER: That's interesting.

3 DR. MARSHALL: Do we have anyway of correlating  
4 to disciplines, or -- you don't have any way to --  
5 it's aggregated at the broadest --

6 DR. MIEDEMA: Uh-huh.

7 DR. MARSHALL: Okay.

8 DR. MIEDEMA: One of the things that we did talk  
9 about was the five hours versus and the 50 percent.  
10 The reason that we have put it down as 50 percent --  
11 and I'm going to let Tony explain that, because he's  
12 been a department chair and he can explain that.

13 MR. AKERS: As far as the accessibility aspect is  
14 concerned, the five hours or 50 percent, it seems to  
15 be a wash; but we're presupposing that we're looking  
16 at a full load, in which the faculty member would be  
17 required to hold 10 hours. But let's say that I'm a  
18 department chair and I wish to take the two release  
19 option for reduced stipend, so I take the reduced  
20 stipend, I take the two semesters of release, that's  
21 cutting down on my office hours as well and leaving  
22 that time for my department chair duties. If we left  
23 it with five hours, I could theoretically spend five  
24 hours of my advisement online and only meet with my  
25 students face-to-face for one hour. If it's 50

1       percent, it's always a maximum of 50 percent that I  
2       can do online of however many hours, office hours, I  
3       have available, depending on what -- not what contract  
4       I'm in, but what my contractual arrangements are per  
5       any extra duties I've taken on, program manager,  
6       department chair, et cetera.

7               MS. SPENCER: I'd be interested in -- I  
8       understand. I'd be interested to know -- so, in terms  
9       of how much advising takes place face-to-face and how  
10      much online. And I'm thinking about just, anecdotally  
11      -- I mean, I'm constantly online dealing with student  
12      concerns and inquiries and dealing with them, paper  
13      topics, what happened with this, what do I do to  
14      improve. I mean, there's a lot of information that's  
15      exchanged that way, so if there's a way to get that  
16      out, because you're taking away -- I mean, the  
17      flexibility's important. We talked about it, and  
18      there's pros and cons to it. I think the faculty  
19      would be very upset to find that they would have to do  
20      -- because the other side of that is, when you get  
21      faculty who are doing a lot of overloads, if you're  
22      saying 50 percent, you're talking about -- they are  
23      mandated then to be on campus for additional hours for  
24      office hours when maybe the most productive way to  
25      advise students is not necessarily to be in your

1 office. I mean -- and I don't know data we have on  
2 that. Is there a way to ask students, like, whether  
3 they prefer access to their instructors online, or is  
4 it -- are you more likely to go to the office. Like  
5 you said, the kids don't make appointments and -- so,  
6 I mean, maybe that's something that could be added, so  
7 we know better, like --

8 MR. AKERS: A possible benchmark is to look at  
9 our distribution, of how many students are taking  
10 face-to-face classes versus those that are opting for  
11 e-learning classes. If we look at that distribution,  
12 it's certainly not a 50-50 mix. We have many, many  
13 more taking face-to-face classes. Those students  
14 generally expect face-to-face advisement time.

15 So I don't know the answers to those questions as  
16 far as specific ratios, but I do know that in my  
17 current role as associate provost, I've had students  
18 approach with concerns, some with complaints, others  
19 just questions, about accessibility for their  
20 instructors, because they did desire face-to-face  
21 instruction. I think the concern is that we don't  
22 unintentionally craft language that could leave  
23 someone practically doing 80 to 90 percent of office  
24 hours online, and not being available face-to-face for  
25 his or her students.

1 MS. SPENCER: So in the anecdotal example that  
2 you gave, those students who come to you as associate  
3 provost, are they generally frustrated or concerned  
4 with full-time instructors, or is that --

5 MR. AKERS: Sometimes it is the case, not always.  
6 Sometimes it is the case, yeah. It's all over the  
7 board.

8 MS. SPENCER: Right. So addressing the concerns  
9 of this 5 percent and the extraordinary 900 who didn't  
10 think it was an issue --

11 MR. PARKER: I would just say on those, to defend  
12 them, they probably just didn't need it. They've  
13 never asked for access, so how can I judge it when I  
14 didn't ask for access. I didn't need it.

15 MS. SPENCER: Right. And we get the concern, I  
16 think, don't we? We do. And we want them to have  
17 access, that's important, it matters. We just don't  
18 want to make a change to something that is -- seems to  
19 be working. I mean, the faculty is productive, it  
20 seems like -- well, I mean, "seems," here we go. We  
21 do spend a lot of time online dealing with students.  
22 And we heard this before for years, before we ever  
23 went to this flexible thing in 2009, when we did this  
24 contract and changed the faculty shared governance.  
25 That was always the discussion on the table at the

1 times when I went. They were like, well, you need to  
2 be on campus. Well, if you're crossing campus, you  
3 might run into a student, you have to be here. And it  
4 seemed to be working. So before we, like, throw the  
5 baby out with the bath water and upset a whole bunch  
6 of people who are comfortable working on the weekends,  
7 feel no qualms stepping away from the family dinner to  
8 check the e-mail, respond. I don't know. I already  
9 said it, but we'll just proceed with care before we do  
10 it. And maybe your proposal would be acceptable, but  
11 just --

12 DR. MIEDEMA: Well, it's going to be a wash for  
13 those who teach five classes.

14 MS. SPENCER: Right. For the overloads, that's  
15 where it's going to be an issue.

16 DR. MIEDEMA: Well, if we did this where we said  
17 that we knew that those who have released time are  
18 still spending some time dealing with students, we  
19 could probably not touch the language for the  
20 overloads. I just want to make sure that we have  
21 access to our students. And that's what I said  
22 earlier. I want to know we have access -- our  
23 students have access. If we feel strongly, based on  
24 survey data and the fact that faculty who are teaching  
25 a normal load are here and meeting the students, then,

1       yeah, can we talk about not making that change that I  
2       had proposed under the overloads? Sure. I'm not  
3       saying that that was they only answer, that was just  
4       one possible way to take a look at making sure we have  
5       some time available for our students. That seemed to  
6       be an easy approach to me, we can do it a different  
7       way. That's all I'm trying to say, is just to make  
8       sure we have that accessibility. So I'm open to  
9       suggestions. I'm open to ways that we can look at it.  
10      I'm certainly not trying to be prescriptive and say,  
11      you must have your -- be sitting in your office and  
12      twiddling your thumbs for this period of time.

13           MS. SPENCER: So just to be clear in the recent  
14      -- in the data you just gave, that's 4 percent, 4.1  
15      percent.

16           DR. MIEDEMA: I was going to say it was about 5,  
17      I didn't do the --

18           MS. SPENCER: Was it 970 that didn't -- right?  
19      Because I added them in the total number.

20           MR. AKERS: The numbers, again, were 979 said it  
21      did not apply, 240 were disagree.

22           MS. SPENCER: Right. And 3238 and 1369 were the  
23      other ones, right?

24           DR. MIEDEMA: Uh-huh.

25           MR. AKERS: Were strongly agreed and agreed,

1           respectively.

2           MS. SPENCER:   That's a pretty impressive number,  
3           isn't it?  I mean, if you have 3000 people saying --

4           MR. PARKER:    That's a good number.

5           MS. SPENCER:   That's a -- that speaks well of the  
6           faculty.

7           DR. MIEDEMA:   Which is why I'm willing to look at  
8           it again.

9           DR. LAMB:     Another option is, that even the 279  
10          students who said that they felt strongly they didn't  
11          have access, if I understand the question that was  
12          asked them properly, it doesn't mean that they were  
13          saying that their faculty members were not available,  
14          they could have answered honestly because their  
15          faculty members were not available face-to-face at  
16          10:00 at night when they got off work and were  
17          available.  So it's also an option.

18          MR. PARKER:   They could have had unrealistic  
19          expectations.

20          DR. MARSHALL:  In the surveys that we give to our  
21          students, the myriad surveys that we give to our  
22          students, do we ask the question about what their  
23          preference is for meeting with their faculty?

24          DR. MIEDEMA:   The student survey -- this is part  
25          of the routine student survey that we do every

1 semester, that has to be approved through negotiations  
2 what the questions are. So if we want to change those  
3 questions, we certainly can.

4 MS. SPENCER: Can we do that? Yeah, we can do  
5 that.

6 DR. MARSHALL: I mean, that would be a question  
7 for --

8 DR. MIEDEMA: It's part of our appendices that  
9 these are the questions that we ask in that survey.  
10 And that's where I got that information.

11 MS. SPENCER: If Michael were here he would say,  
12 you probably want to do that survey first before you  
13 agree to that.

14 DR. MIEDEMA: But it's certainly something that  
15 we, as we mature in our knowledge and interaction with  
16 our students, we may need to change those questions.  
17 And there's nothing wrong with changing those  
18 questions. But those have not changed because they  
19 were contractually bound to this.

20 MS. SPENCER: Okay. I think that would be  
21 something we can do pretty simply, you know, add that,  
22 because that's good data that you get and see where  
23 the problems are.

24 DR. MIEDEMA: We certainly could look at that.

25 DR. MARSHALL: If you want to speak anecdotally,

1 I had to force a student to come see me for office  
2 hours. She just wanted to Skype. That's all. And I  
3 had to keep saying to her, you have to see me for  
4 office hours in my office. I don't want to discuss  
5 this online with you. So it goes both ways.

6 DR. MIEDEMA: Absolutely.

7 DR. MARSHALL: Anything else, Lynn?

8 MS. SPENCER: I think that was -- that was it.

9 DR. MARSHALL: And then we'll figure out the  
10 language there for the handbooks. That's as far as we  
11 got.

12 MS. SPENCER: That is as far as we got. So we're  
13 still -- this article always takes a long time,  
14 doesn't it?

15 DR. MIEDEMA: This is the major one. This is  
16 absolutely the major one. But I think we're making  
17 good progress on it.

18 MS. SPENCER: So on the list of other things that  
19 we won't get done today, should we take up  
20 compensation?

21 DR. MIEDEMA: Yes.

22 MS. SPENCER: First of all, thank you for coming  
23 back with a number last week. And I understand -- I  
24 heard on the radio that they're going to extend the  
25 legislative session, state appropriations will be a

1 little further out. We had looked at the cost of  
2 living, I've said this before, what the faculty have  
3 accomplished, and I think you have said at the table  
4 before that the college does appreciate what the  
5 faculty -- the role the faculty plays and the  
6 contributions they make. So we're on the same page as  
7 far as that goes. So is it fair to say that, in terms  
8 of what you have at your disposal, you're willing to  
9 meet us in a compensation package that's fair and  
10 treats us as professionals. And we've talked about  
11 that before. That's fair to say, isn't it? Right?

12 DR. MIEDEMA: At this point in time, that -- what  
13 we gave you two weeks ago is all that I can offer.

14 MS. SPENCER: I understand. I just wanted --

15 DR. MIEDEMA: Please don't put words in my mouth.

16 MS. SPENCER: I understand. No, I'm just  
17 saying --

18 DR. MIEDEMA: Absolutely. Absolutely.

19 MS. SPENCER: -- we're on the same page as far as  
20 understanding, like, we're doing a good job and we  
21 should -- we have an expectation of fair compensation.  
22 And you want to be fair to the extent that you're able  
23 to do that.

24 DR. MIEDEMA: Absolutely.

25 MS. SPENCER: So in saying that -- but what are

1 -- what we had looked at together in looking at the  
2 cost of living adjustments, the loss in terms of the  
3 retirement contributions, and the stagnation and  
4 erosion of wages, essentially, in the last few years,  
5 is our counter, what we're looking for in the package  
6 is more along the lines of four, three, and three.  
7 And I do understand that you have to wait for your  
8 state appropriations, but that's what we were looking  
9 at, so -- across the board. And in terms of  
10 structuring that, obviously, that's where we can  
11 discuss how to structure that, how that might be  
12 managed, whether that's something that can be done in  
13 three years, or whether that's something we do --  
14 that's why I said at the beginning, maybe one year you  
15 could come back with something, we can see what the  
16 State does, what the economy does, and then see how  
17 that works out. So that's where we were.

18 DR. MIEDEMA: And I will certainly take that  
19 information back. I obviously can't speak to it at  
20 this point in time.

21 MS. SPENCER: I understand.

22 DR. MIEDEMA: The initial -- the offer that we  
23 brought forth two weeks ago, we then will remove that  
24 and we will look at what we can do through  
25 appropriations. But I cannot speak to it yet. I can

1 take that back to Dr. Richey and let him know that  
2 this is where you want to be, this is where you want  
3 to head, but I cannot -- it could be, if worse comes  
4 to worse, that it's less than that, is all that I can  
5 offer. I can't say where we're going to be. I  
6 honestly cannot.

7 MS. SPENCER: Right. I understand that. And  
8 that's why I said at the outset, when we wanted to  
9 sign off on Article 4, the duration, if we look at it  
10 on a one-year basis, if we have to, and not that I  
11 love doing this, but --

12 DR. MIEDEMA: But it's so much fun. But I  
13 understand that, so let me take that back and let him  
14 know that that's the position that we're at at this  
15 point in time, that we will continue to work on the  
16 rest of the contract while we're waiting for  
17 appropriations and determining where we are at, and  
18 then we'll come back to that issue once we have a  
19 little more information. And that will help us to  
20 decide whether it's a one-year or a three-year package  
21 that we look at.

22 MS. SPENCER: Yeah. So looking at the next  
23 meeting, we're coming into finals. So we have two  
24 weeks, and I think the next -- two weeks out puts us  
25 into finals? Is that correct? So Thursday afternoon,

1 and I don't know what their -- you exam schedule or  
2 your exam schedule. Is that right? Have I got that  
3 right?

4 DR. LAMB: We're still in classes two weeks from  
5 today.

6 MS. SPENCER: Okay. That's good then. Is it  
7 okay if we keep it scheduled for --

8 MR. KOUKOS: The week of May 4th is finals.

9 DR. MARSHALL: Yeah. So the meeting will be  
10 April 30th.

11 MS. SPENCER: Okay. So we -- I said this last  
12 time, that Debra Anderson, Dr. Goddard -- and you know  
13 this, you've been part of all those conversations,  
14 aligning, MCC, tenure language, all that. That's  
15 Article 9, you know, Article 10. So we'll look at  
16 that, and maybe next time we come back we'll tackle  
17 those.

18 DR. MIEDEMA: Yeah. I would like to make sure  
19 that we have had the opportunity to look at the work  
20 that TPDC has been working specifically, to make sure  
21 that we have that common language and that we're  
22 following the things that we established through them.  
23 So absolutely. I think that that makes a lot of  
24 sense.

25 MS. SPENCER: Yeah. And there's language in 9

1 about -- was it 9? What we had planned to look at in  
2 9 about the opinion surveys. And this I wanted to  
3 talk to you about before we leave, if we have, like,  
4 two minutes, three minutes here.

5 DR. MIEDEMA: Sure.

6 MS. SPENCER: Faculty evaluations consist of --  
7 we had talked -- we had worked on this last summer or  
8 the summer before, and that's still -- that's how you  
9 proceed with that, or any changes that you want? You  
10 want to think about it and --

11 DR. MIEDEMA: That is -- from my cursory view  
12 right now, the direction that we want to do. This  
13 needs to be a collaborative process. We do not  
14 finalize any evaluation until we sit down and do it  
15 together.

16 MS. SPENCER: Okay. And then if you would scroll  
17 down to the student opinion surveys. Oh, you had a  
18 question about this, why twice a term and -- just to  
19 clear that up, it's not twice a term, and they have  
20 the option for twice a year? Or is it something we  
21 need to change in that language?

22 DR. MIEDEMA: In each of the semesters taught.

23 MS. SPENCER: Yeah. We mean it by the year, yes.

24 DR. MIEDEMA: Okay. That was my question. Is it  
25 twice a year, or four times a year?

1 DR. MARSHALL: Up to twice a year, period?

2 MS. SPENCER: Or once in each of the semesters  
3 taught.

4 DR. MIEDEMA: That was my question. That made it  
5 sound like four times a year. I don't know about you,  
6 but I don't think you want me in your classroom four  
7 times a year.

8 DR. MARSHALL: Once in each of the semesters  
9 taught on contract?

10 MS. SPENCER: Maybe, yeah.

11 DR. MARSHALL: Is that right?

12 MS. SPENCER: Up to -- yeah.

13 DR. LAMB: That's right. On contract.

14 MS. SPENCER: Okay. And student opinion surveys.  
15 So the concern here, you know, from TPDC that required  
16 to have student opinion surveys into every one of  
17 their classes, and the return rates on those have been  
18 really low. It allows for the supervising  
19 administrator and the faculty member to forego surveys  
20 in some years when they don't have enough information,  
21 but that really puts the tenure candidates in a bind.  
22 So that could be part of what we discuss when we align  
23 that language for the other articles. Or do we want  
24 to put -- we're going to have to address that when we  
25 get to the tenure application and look at what

1 Debbie's done to --

2 DR. MIEDEMA: So are you saying you want to  
3 eliminate the sentence that --

4 MS. SPENCER: No. No. But I just want -- I  
5 mean, is there a way to -- when they do forego those,  
6 that puts the tenure candidate in a bad spot. Or if  
7 you have people that are team teaching, that was an  
8 issue too, whose surveys are they. Wasn't that part  
9 of it?

10 DR. MIEDEMA: Yes. What we have done with the  
11 team surveys is, in those classes where we are team  
12 teaching, students can choose multiple faculty. So  
13 they can do an evaluation on each of the faculty that  
14 are teaching in those team taught classes. So that  
15 addresses that. I'm not sure when we ever say we  
16 don't do it. My thought here is, we want to increase  
17 the number of student opinion surveys is, open up all  
18 of them, because you can pick and choose the ones that  
19 you want to use towards your tenure. So just do all  
20 classes. Why do we limit it right now to two?

21 MS. SPENCER: Well, I think it's only for  
22 full-time faculty, right, two surveys? But the  
23 tenure, they have to have from every section they  
24 teach. Don't they?

25 DR. MIEDEMA: I don't think they have to do it

1 for every --

2 MR. KOUKOS: It just says you have to have  
3 student surveys, yes or no. It doesn't say a  
4 percentage or --

5 MS. SPENCER: My apologies.

6 DR. MIEDEMA: Or we can open all of them, which  
7 would give them more options. And that doesn't mean  
8 that they get evaluated by their provost on all of  
9 them, what we're asking in the evaluation process is  
10 that you come, and when we sit down to talk, have you  
11 reviewed your student surveys? What have you learned  
12 from them and what do you want to make any changes in?  
13 It's a professional self-assessment of those things.  
14 I don't want to sit down and say, you've got three bad  
15 evaluations, and everybody else in the department only  
16 got one, so what's going on in your classes? That  
17 doesn't mean anything.

18 MS. SPENCER: Okay.

19 DR. MIEDEMA: What means something is for you to  
20 look at it and say, everyone who had a negative  
21 comment commented that I go too fast. Maybe I need to  
22 slow this section down, because I seem to be having  
23 trouble with it. That's what the professional person  
24 looks at when they look at their evaluations.

25 MS. SPENCER: This is where, on the tenure

1 applications, so copies of student opinion surveys for  
2 each section taught in the first five semesters.  
3 We'll address that later, but --

4 DR. MIEDEMA: Oh, yes. Oh, yes. We certainly  
5 can open all of them, so that they can have more  
6 volume, if they want.

7 MS. SPENCER: And then the only other thing --  
8 well, if we scroll down to -- was the 9.3, you wanted  
9 every three years for the evaluation? Of department  
10 chairs, program managers, program coordinators,  
11 college-wide? Or one every term? One evaluation  
12 every term? See where it says in the second line  
13 there, evaluated at least every two years, now that  
14 we've changed it to three?

15 DR. MIEDEMA: Right. Evaluated by their  
16 supervisor every three, but we'll still do the annual  
17 peer review.

18 MS. SPENCER: Peer review, yeah.

19 DR. MARSHALL: So we're going to change that to  
20 three?

21 MS. SPENCER: Or we could -- at least once during  
22 each term.

23 DR. MIEDEMA: Every term of service.

24 MS. SPENCER: Okay.

25 DR. MARSHALL: But wait a minute, we decided that

1 we were going to lottery some of those people into a  
2 two-year cycle.

3 DR. LAMB: So say term of service, yes.

4 DR. MIEDEMA: I think that's a -- yeah, we need  
5 to say at least once during their term of service. So  
6 if you're on a two-year cycle, you're going to get  
7 evaluated once in your two years.

8 MS. SPENCER: Yeah. And then we talked about --  
9 Debra and I talked about breaking it up so that the  
10 peer assessment would be a different heading and, you  
11 know, different letter or something. I don't know.  
12 We'll deal with that later. Okay. And is there  
13 anything you want to change in there?

14 DR. MIEDEMA: No. Those were my notes.

15 MS. SPENCER: Okay. I have a question before you  
16 leave, on 10.5.

17 DR. MIEDEMA: Yes?

18 MS. SPENCER: Why is it in there? I asked  
19 Michael about it, and he said it was something the  
20 college asked for. It seems like it ties our hands in  
21 some ways, but I don't --

22 DR. MIEDEMA: It's been there as long as I've  
23 been involved in negotiations. I do not know what  
24 precipitated it.

25 MS. SPENCER: Okay. I don't know if it's

1 something we still need, or --

2 DR. MIEDEMA: We'll find out. I honestly don't  
3 know. It's always been there.

4 MS. FERGUSON: I remember something vaguely a  
5 long time ago, but I'll have to check.

6 MS. SPENCER: Maybe back when you were required  
7 to do a certain percentage. Okay. So two weeks.

8 DR. MIEDEMA: Two weeks. And we'll look at 11,  
9 12 --

10 DR. MARSHALL: 9, 10, 11, and 12.

11 DR. MIEDEMA: 9, 10, 11, 12. Now, 9 and 10 will  
12 probably be almost ready. 11, 12 -- 12, there's not  
13 much involved that I think would be things that need  
14 to be --

15 MS. SPENCER: It'll be Darla's.

16 DR. MIEDEMA: I don't think there's too much in  
17 12. 11 is the one that we need to take some time  
18 with, making sure we're all in agreement on it.

19 MS. SPENCER: Last question, with 11, we had  
20 briefly talked about introducing a parallel rank  
21 schedule for PSAV and AS and faculty who teach in  
22 career and technical programs who might not have  
23 advanced degrees, and you're still open to looking at  
24 something like that?

25 DR. MIEDEMA: Absolutely.

1 MS. SPENCER: Very good. That's it.

2 DR. MIEDEMA: Thank you.

3 (Thereupon, the meeting was concluded.)

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STATE OF FLORIDA  
COUNTY OF BREVARD

I, DIANE LYNCH, 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 16th day of April 2015.

\_\_\_\_\_  
DIANE LYNCH  
Court Reporter