

TRANSCRIPT OF THE
UNITED FACULTY OF FLORIDA
NEGOTIATION MEETING

April 18th, 2016

Eastern Florida State College
Melbourne Campus
Melbourne, Florida

The transcript of the United Faculty of
Florida Negotiation Meeting taken before Diane Lynch, Court
Reporter, held on the 18th day of April, 2016, commencing
at 2:00 p.m.

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1 DR. MIEDEMA: All right. I'd like to go ahead
2 and get started and respond to some of the questions
3 that came up last week, one of which was the
4 opportunity to be able to buy back sick leave. And we
5 did find the statute on that, which is very specific,
6 that says this is the only way you can do sick leave,
7 and that's upon termination. So I'm not quite sure
8 how the other school is doing it, since the statute
9 addresses K20. So I just don't know that we can
10 proceed with that at this point in time.

11 MR. KOUKOS: Kind of in response to that, when I
12 called Michael and spoke to him about the textbook
13 thing and the two articles and stuff, I re-read it,
14 and we're only allowed to reopen one item anyway, not
15 one article. So since we're probably not going to be
16 able to figure that out right now without a very
17 lengthy discussion, we'll stick to the tuition, and we
18 will table the sick leave buy back. Because I'm sure
19 it can be done, it just would take a lot of work. So
20 we will agree to disagree on that and move forward.
21 Save that for another day.

22 MR. CHERRY: Do you know of another school that's
23 permitting this?

24 MR. KOUKOS: Broward County. It's K12, which is
25 covered under the same statute for sick leave buy

1 back.

2 DR. MIEDEMA: Yes, it is.

3 MR. KOUKOS: And, you know, I did read the
4 statute myself, and I disagree. Because nowhere does
5 it say that this is the only way. It says that these
6 are the hours you accrue, they must give it to you if
7 you're sick, and when you leave, this is how you get
8 it back. Nowhere does it say, these are the only ways
9 to get your sick time back. So we'll have to look
10 into that a little bit more. Seminole just got rid of
11 it two years ago, when they negotiated for more money.
12 They got rid of their sick time buy back in order to
13 have a larger raise. So I know schools have done it
14 since that statute has been enacted and before there
15 was any changes. So we'll have to go back and do some
16 more research. That's why I'm saying right now is
17 probably not the best time.

18 MR. CHERRY: Seminole State, or --

19 MR. KOUKOS: Seminole State College. And Broward
20 is the one who currently does it now, and they're K12.
21 But that's covered under the same statute, so --

22 DR. MIEDEMA: And we did take a look at the
23 dependent tuition exemption program, and we pulled
24 that statute up as well. The statute states that we
25 can do that, we can do an exemption, up to 1 percent

1 of our total FTE. Those that are currently qualified
2 to have that already exceed that 1 percent. We're
3 already putting money in each year from auxiliary
4 funds to cover exemptions. What we would like to
5 propose to do because of that would be the equivalent
6 of doing a 25 percent reduction in tuition for
7 dependent students of our full-time faculty. So what
8 I have here is just a suggested language for doing
9 just that, so that you can take a look at it.

10 MR. KOUKOS: Now, I read that statute too, and
11 for fees and tuition, do they consider those two
12 separate things? As in tuition being the cost of the
13 class, itself, and the fee being things like lab fees
14 and whatnot? Because I read it as the tuition and
15 fees being two separate things. It talked about only
16 1 percent of your fees -- or 1 percent of the total
17 income that the college takes in. But only -- I read
18 the fees as being fees. I don't see fees and tuition
19 as the same thing.

20 DR. MIEDEMA: Well, it varies depending on what
21 the fee is. There are fees that can be associated
22 with an online class, and that is not rolled into
23 tuition because not everyone is taking an online
24 class. Mark, how do we report that?

25 MR. CHERRY: The exemption authorization is

1 limited to 1 percent of our FTE, irrespective of
2 whether that includes tuition or tuition and fees. It
3 basically says that institutions are authorized up to
4 1 percent of their FTE. Now, what we do is, each
5 year, we budget our FTE for purposes of revenue
6 forecasting, and we take 1 percent of that to
7 calculate what we're authorized under statute to
8 exempt. And our exemption is on the credit hour
9 basis, it's not on a dollar amount basis. So we
10 maximize that 1 percent for -- primarily for employee
11 waivers already. So anything that we go above and
12 beyond that 1 percent, we have to fund it somehow. If
13 we were to fund it as a fringe benefit, that comes
14 with -- that has an expense component associated.
15 We've got to come up with money to do that. If we
16 wish to fund it as a scholarship, it's the same kind
17 of thing, it's no longer a fringe -- a salary expense,
18 but it becomes a scholarship expense, something we
19 have to budget and plan for.

20 A discount is different. We're authorized by
21 statute to bury our fees. The statutes and the
22 appropriations bill will designate what's called a
23 standard tuition, and we can vary from that standard
24 greater than -- up to 15 percent greater than or up to
25 10 percent below that. And then in addition to the

1 tuition component, there's discretionary fees, and
2 that includes fees such as the capital improvement
3 fee, technology fee, financial aid fee, and student
4 activity and services fee. Those are locally
5 determined. In other words, the statute says that the
6 capital -- well, the student activity fee, for
7 example, can be up to 10 percent of tuition. So you
8 have to determine what your tuition is before you can
9 determine what your activity and services fee is. But
10 it's "up to," so we can make it zero if we wanted to.
11 What we're doing is, we're taking resources away from
12 those areas that are designated to be supported by
13 those fees. What we're saying is that we don't have
14 the room in our exemption authority, but we do have
15 room in our ability to calculate a discounted tuition
16 rate, and we can make it somewhat equivalent.

17 DR. MIEDEMA: Absolutely.

18 MR. KOUKOS: Now, how does that apply -- because
19 I know that one way some of the other schools, i.e.
20 Seminole, gets around this is, their students pay for
21 it up front, and then it's a reimbursement program.
22 So nothing is actually being waived, but it's being
23 reimbursed at the end. Once again, I may be wrong
24 here, but when I read the statute, it specifically
25 said "fee waiver," and that's waiving something when

1 it's accrued. But if they pay for something, if they
2 pay for the class and the fees and all that up front,
3 and then they maintain a good GPA or whatever is set
4 forth, then that money is reimbursed.

5 MR. CHERRY: Well, again, that would be something
6 that would either have to be funded through a fringe
7 benefit personnel expense, if we're going to offer to
8 reimburse our employees for their dependant tuition,
9 or even for themselves, the tuition reimbursement.
10 Which we do. You know, we -- that's a budgeted
11 expense that we have to come up with the resources to
12 do that.

13 MR. KOUKOS: Right. I understand. The money's
14 got to come from somewhere to pay for it, whether it's
15 deferred from the beginning, or it's reimbursed. But
16 that would not be limited by the same statute we were
17 talking about, correct, with the whole 1 percent
18 thing?

19 MR. CHERRY: No, it's not.

20 DR. MIEDEMA: Not if we don't call it a
21 deferment. So the offer that the college has come up
22 with is a tuition reduction of 25 percent. So we'll
23 give you guys a chance to talk about that.

24 MR. ZACKS: You said "locally defined," can you
25 expound on that?

1 MR. CHERRY: Yeah. In other words, the college,
2 the board of trustees, has the discretion on what's
3 commonly referred to as discretionary fees, those four
4 that I pointed out. They can be set anywhere from
5 zero to the statutory maximum. In the case of the
6 student activity and services fee, for example, the
7 statute says it can be a maximum of 10 percent of
8 tuition, but it could also be zero. So we can,
9 locally, decide our priority isn't in maximizing the
10 student activity and services fee, so we'll charge
11 less than the statutory maximum. Some schools, in
12 fact, charge zero percent for some of their
13 discretionary fees. Now, they are using different
14 budgetary plans to try to come up with the revenue
15 needed to run the various functions of the
16 institution. But that's certainly an option that we
17 have.

18 MR. ZACKS: So if I understand correctly, that's
19 made by the board of trustees, and what information do
20 they have to make that decision? Because, evidently,
21 it's not made -- if I'm understanding correctly, it's
22 not made at your level, it's coming from above you.
23 What are they basing that on? The information that
24 you give them, or these government documents that --
25 because you're saying it's controlled locally, which

1 would mean it would be a hands-on --

2 MR. CHERRY: When I say it's determined locally,
3 in other words, there's no statewide -- the Department
4 of Education doesn't come in and mandate that we
5 charge a specific amount for those discretionary fees.
6 The board of trustees, at the local level, makes that
7 determination. Now, certainly, the board looks to the
8 administration to make those recommendations, how
9 we're funding what we know we're going to do. I'll
10 give you a perfect example. We have an institutional
11 scholarship budget of well over a million dollars, and
12 that is primarily funded by the financial aid fee.
13 Now, the board could say, we want our financial aid
14 fee to be zero. Then I have to say, all right, where
15 am I going to come up with my million dollars for
16 institutional scholarships? So our recommendation to
17 the board through the budget process is, here's the
18 budget initiatives that we want -- that we think you
19 want this institution to conduct, and here's how we're
20 going to pay for that.

21 DR. MIEDEMA: So we'll let you discuss that when
22 we break.

23 MR. KOUKOS: Okay. With the textbook selection
24 thing, I did talk to -- I talked to Michael, and I
25 also read the proposed changes at the House and all

1 that good stuff. I don't really think that the
2 changes that they're making necessarily need to be
3 included or changed in our contract. Because the
4 contract has more to do with academic freedom, and I
5 think it's completely administration's purview to put
6 a policy in place where it says, if the faculty
7 member's the only full-time faculty member of a
8 particular course on a given campus or division, he
9 shall have the right to select the textbook for the
10 course he is scheduled to teach. So I think it's
11 completely fair for administration to put a policy in
12 place that faculty should follow in order to select
13 that textbook. Everything in the contract covers our
14 academic freedom to choose a textbook, while
15 everything in here says it has to do with money. So I
16 think, because we can't do the department chair and
17 this, we can't really change this at all -- but I
18 don't think that precludes you guys from putting a
19 policy together that says, when you select your
20 textbook, you need to take into consideration the
21 cost, the impact, open source. You know, we already
22 have in here to try to use the same book on all the
23 campuses, use it for at least three years unless you
24 can't. So that kind of stuff's already in here. So I
25 don't really think we need to even worry about

1 changing the contract, because everything I read in
2 here seems like you guys have the administrative right
3 to put a policy in place that says, you can choose
4 your book, but when you're choosing your book, you
5 need to make sure you take into consideration these
6 things.

7 DR. MIEDEMA: I did make a presentation with
8 Barnes and Noble at the AAC meeting on Friday, to make
9 sure that the cluster chairs were all aware of the
10 statute and the changes within that, and I told them
11 that I would be running reports on costs and bringing
12 them to the clusters in August for you, as faculty, to
13 make those determinations and tell me what our plan of
14 action -- you know, I need that feedback so that we
15 can put it together, because my obligation is to
16 prepare a report for the State Board of Education in
17 September.

18 MR. KOUKOS: I noticed that in here. That's one
19 of the things I highlighted, it said that the board of
20 trustees each semester will examine all the books and
21 all the fees and all that kind of stuff. So that's
22 interesting. But as far as what we talked about, I
23 think we covered the -- in my opinion and in those I
24 talked to, nothing in the contract contradicts the --
25 what they're going to propose in the statute. You

1 know, this is basically academic freedom, where this
2 is more of an administrative purview to say, this is
3 how we want you to choose the textbooks, based on the
4 statute.

5 DR. MIEDEMA: And what I put in highlights in
6 what I gave you is basically what I would put into
7 that procedure.

8 MR. KOUKOS: You know, I think we're on board
9 that there's no issues there, that you guys have every
10 right to say, this is how you need to select them.
11 You have the choice to select your book, but you need
12 to follow these rules to fit inside the statute.

13 DR. MIEDEMA: I'm perfectly comfortable with
14 that.

15 MR. KOUKOS: I don't think you're going to find a
16 faculty who's going to fight you on getting a cheaper
17 textbook for their students. I don't think that's
18 going to be an issue.

19 DR. MIEDEMA: Well, we also talked at AAC about
20 other options for reducing costs, so that will filter
21 down to faculty. I think that will be real helpful to
22 the -- we just need to work at it together. So I left
23 it in here simply because we had addressed it last
24 week.

25 But my biggest item to address this time around

1 is the 8.16, the department chairs. And what I did
2 is, I drafted some language that just said that we'll
3 work together on job descriptions, and positions will
4 be mutually determined, which means we'll have a
5 conversation to decide how many we need and what
6 divisions. And if they have not been determined by
7 April 1st, everything stays the same. So we don't
8 have the breaks in our continuity of department
9 chairs. Which puts us all under a little bit of
10 pressure to make sure we get it done.

11 MR. KOUKOS: Some of the department chairs will
12 be ending in that term. Because, you know, with this
13 contract, we were only supposed to have a certain
14 percentage at two year, and some were at three year,
15 so we weren't rolling them all off at the same time.
16 So that's my only reservation for the ones that have
17 the three-year term, that they are being -- you had a
18 three-year term, but now we're changing it to a
19 two-year term. So we are going to have to think about
20 that for a minute and discuss that, but the rest of it
21 I don't really have an issue with. We just need to
22 read it for a second and make sure, but I know that --
23 that's the only issue and reservation I see as of
24 right this second, the fact that we're going to be
25 taking a portion of those that -- and I don't know how

1 many two-year versus three-year term department chairs
2 there are.

3 DR. MIEDEMA: I don't know that I have all the --

4 MR. KOUKOS: The list I have just says that they
5 are a department chair, and it doesn't say whether
6 they were selected to be a two-year or a three-year.
7 Because that's got nothing to do with me.

8 DR. MIEDEMA: I don't believe I have that list
9 with me. I'm just looking to see. And my list may
10 not be 100 percent accurate anyway.

11 DR. MARSHALL: Do I have the same list as you,
12 Dr. Miedema? Is that the one that Lena provided to
13 us?

14 MR. KOUKOS: This is the program manager
15 coordinator one, this is not department chairs. It
16 has cluster chairs on here, but they do not include
17 department chairs.

18 DR. MIEDEMA: No, I don't have it with me.

19 DR. MARSHALL: It doesn't have dates on it.

20 DR. MIEDEMA: But at any rate, we can talk about
21 it in the light of day versus individuals. And I do
22 have a -- that's why we wanted to say we'll have a
23 year to be looking at when, where, and how we do these
24 things, because there may be some that carry over
25 because they're the appropriate person to be carrying

1 over in a college-wide role. But we need to have
2 those types of discussions before we can say that. I
3 can't say that off the top of my head. The example I
4 use is that we went through a process in nursing where
5 we had clinical coordinators for one campus and
6 clinical coordinators for the other campus. I put the
7 two together, so now they're going to be first year
8 coordinators for both campuses after we move the
9 programs here to Melbourne. That changes the job
10 description. And I think only one or two of the
11 positions changed, it was the same people, because
12 it's a new job now. So it's workable.

13 MR. KOUKOS: Now, the other question I have is,
14 this is obviously 8.16, which is not just DC's but
15 it's the definition of program manager, program
16 coordinator, and such, so are you planning on changing
17 those as well? Because the proposed language here
18 specifically says just department chairpersons.

19 DR. MIEDEMA: That is something that I'm willing
20 to look at. We talked about that last week, that we'd
21 like to open this up. I did not want to make the
22 commitment that we would have those types of changes
23 made by next April, because I don't know how long this
24 part of it's going to take. But I certainly think
25 that it's something that we can address through group

1 meetings over the next year, and then bring back to
2 the table for the opener next year.

3 MR. KOUKOS: Okay. So we'll take a minute and be
4 back.

5 (Thereupon, a break was taken in the meeting.)

6 MR. KOUKOS: All right. So I think we are set
7 with the textbook selection thing. That's not an
8 issue. As far as the department chairs go, you have
9 here 3.14 and 8.16 --

10 DR. MIEDEMA: Well, I just didn't know if the
11 idea of the changeover would cause any confusion.
12 That's why I included that. That's not really -- it's
13 a definition.

14 MR. KOUKOS: With the department chairs, we
15 really like it and we're excited about the way it
16 could go, the only thing that we're asking for is a
17 list of the current department chairs and their terms.
18 I mean, basically, we want to know, at the end of next
19 academic year, how many department chairs is this
20 going to affect? Because when we signed this
21 contract, when they signed on to be a department
22 chair, and they were told that they had a three-year
23 term, how many people are we going to then turn around
24 and take that away? Now, over the next year, we can
25 talk about maybe some of those people becoming the

1 associate department chairs if they don't want to do
2 the campus ones. We can't get into that now, because
3 we don't know how the structure's going to go, we just
4 want to make sure we know who's being impacted and
5 what the actual number is.

6 DR. MIEDEMA: This is a rough draft. It does not
7 have the dates on it, but it shows the current
8 structure and how many individuals across the campus
9 we have in each of these types of roles. Obviously,
10 some of them --

11 DR. MARSHALL: Do you have a document that has
12 terms of service on it?

13 DR. MIEDEMA: I would have to pull it. I don't
14 have it at my fingertips, but I would have to pull it
15 and send it to you.

16 MR. KOUKOS: Yeah. Because that's -- I mean,
17 other than that, we're -- I think we're on the same
18 page. We agree that a restructuring is not
19 necessarily a negative thing to decrease span and
20 control and increase the chain of command, so that
21 things get done appropriately on all the campuses. So
22 we're not against you on that, we just need to know
23 how many people it's going to affect so we can make
24 sure that the ones it does affect are covered.

25 And as far as the dependant tuition, I know we

1 talked about it, looked at other schools, and I would
2 like to see maybe a 50 percent tuition with waiver of
3 all the fees for the dependants. You know, I think
4 we're getting somewhere, but I'd like to see a much
5 larger pickup from the college for the dependents on a
6 program like that.

7 DR. MIEDEMA: Okay. Obviously, I cannot speak to
8 that kind of an increase without running the numbers,
9 which is Mark Cherry is here to listen in as we go
10 through these processes, and get presidential
11 approval. So we will have to schedule another meeting
12 to address that.

13 MR. KOUKOS: That was my next thing. You are
14 unavailable next Monday, right?

15 DR. MIEDEMA: Yes. I will be at a SACS
16 inservice.

17 MR. KOUKOS: So, you know, I don't think that
18 we've asked for a lot from you guys, and vice versa,
19 so I don't know who's available either later this week
20 or how long you're going to be gone next week, but
21 we're getting into final exams here extremely soon.
22 The last week of the semester, technically, is next
23 week, because then we have finals the week after.

24 DR. MARSHALL: Can we come back to the table on
25 the afternoon of Thursday, April 21st? That's this

1 week.

2 MR. KOUKOS: Because I think the only thing going
3 on -- was that the adjunct awards? Is that -- yeah,
4 at 2:00. So --

5 DR. MIEDEMA: And I'm the keynote speaker.

6 MR. KOUKOS: It's here, though, right?

7 DR. MIEDEMA: Yes.

8 MR. KOUKOS: We could meet earlier than 2:00. I
9 don't know who has that open. I know I can be here.

10 DR. MARSHALL: I can be here. I'm out at 12:00
11 for classes, so --

12 MR. KOUKOS: So I don't know who you guys need
13 here to maybe try to finish up those couple things.

14 MS. HANDFIELD: Well, it also depends on whether
15 Dr. Miedema can get in touch with Dr. Richey.

16 MR. KOUKOS: Right. How long are you gone next
17 week?

18 DR. MIEDEMA: I am gone Monday and Tuesday. I'll
19 be back late Tuesday night.

20 MR. KOUKOS: I mean, Wednesday, the 27th, or
21 Thursday, the 28th, I can do in the afternoons.

22 DR. MARSHALL: I can't do Wednesday, but you
23 don't need me here.

24 MR. KOUKOS: I can do either. I mean, obviously,
25 we want to get it wrapped up. I mean, we could do --

1 DR. MARSHALL: Friday morning?

2 MR. KOUKOS: Are you talking about this Friday,
3 the 22nd? Other than it being Earth Day, I'm clear.

4 DR. MIEDEMA: Wednesday, the 27th, let's look at
5 that. Would that work?

6 DR. MARSHALL: I can't, but that's fine.

7 DR. MIEDEMA: Different time better?

8 MR. KOUKOS: 2:00 is fine.

9 DR. MIEDEMA: All right. Let's plan on the 27th
10 at 2:00. If I get any of this information prior to
11 that, I will send it to you, Niko, so that you have a
12 chance to look at it so that we can finalize what we
13 need to finalize and get this signed, sealed, and
14 delivered.

15 MR. KOUKOS: Sounds good to me. I think we're
16 good.

17 DR. MIEDEMA: Okay. We are adjourned.

18 (Thereupon, the meeting was concluded.)

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C E R T I F I C A T E

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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 18th day of April 2016.

DIANE LYNCH
Court Reporter