

TRANSCRIPT OF THE  
UNITED FACULTY OF FLORIDA  
NEGOTIATION MEETING

May 13th 2nd, 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 Jill Casey, Court  
Reporter, held on the 13th day of May, 2015, commencing at  
9:00 a.m.

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1 DR. MIEDEMA: All right. Let's go ahead and  
2 get started. The agenda that UFF presented does not  
3 include Article 5 or Article 9 which I think we could  
4 also be able to get addressed or we can put that in  
5 whatever order you wish to address them. We have  
6 reviewed Articles 1, 2 3 and 7 so far with consensus  
7 on changes to those areas. Article 4, the only  
8 remaining concern is the length of the contract and  
9 that depends on the financial situation that we  
10 discuss later, and then we just need to continue to  
11 weed through those articles and start to work towards  
12 it. I would prefer to do could compensation later  
13 because I think that sometimes derails other  
14 conversations, but I see according to the agenda that  
15 you have it first. Is there any particular reason  
16 why we need to do it first or can we get some work  
17 done first?

18 MS. SPENCER: Yes. First in response to your  
19 additions of Article 5 and 9, we can certainly put  
20 those on the agenda if we have time to do that. We  
21 have tentatively agreed to Article 1, 2. 3 as I said  
22 last time we met we held off on in case there was a  
23 need to add additional definitions.

24 DR. MIEDEMA: Right. So, as of this point we  
25 are in agreement.

1 MS. SPENCER: Right. 7 we agree, no remaining  
2 concerns. And Article 4, you're correct, it's about  
3 the duration of the contract so we can look at that  
4 and that is tied to compensation. The reason that we  
5 have compensation first is because we made it clear  
6 from the very first meeting that this was a priority  
7 for us. We have exchanged proposals back and forth  
8 and talked about that, that issue. So, we can -- all  
9 of the other work on the contract is related to that  
10 issue in terms of bargaining what we can agree to,  
11 what we're unwill to agree to in terms of work,  
12 wages, hours and working conditions. So, that's why  
13 that's first. I think it's important to resolve  
14 that. That will help us with Article 4. I  
15 understand that you -- in terms of Tallahassee's  
16 budget there is uncertainty there but the initial  
17 offer you made to us was and offer thank you tendered  
18 and said that was something you could put together  
19 without regard to what Tallahassee did or didn't do.  
20 So, we'd like to discuss that. And you mention in  
21 your e-mail that you have financials that you were  
22 willing to discuss and so we prefer to discuss that  
23 first.

24 DR. MIEDEMA: All right.

25 MS. SPENCER: For those reasons.

1 DR. MIEDEMA: In that case, we will proceed to  
2 take a look at the compensation in Article 14 and  
3 Jack Parker has been designated by the president as  
4 the individual to address those concerns with you.  
5 So, I would turn the floor over to him.

6 MS. SPENCER: Okay. Thanks.

7 MR. PARKER: Thank you. Good morning,  
8 everyone.

9 MS. SPENCER: Good morning.

10 MR. PARKER: There's no doubt that that it a  
11 priority to not only your side of the table, Lynn,  
12 but our side of the table as well from the get go.  
13 We know getting the wage article right to the best of  
14 our ability is in everybody's best interest,  
15 especially our students, they're the ones who matter  
16 most.

17 When we went to work on the original offer  
18 which was a 5% over three years, 2.5, 1.5 and 1, I  
19 expressed my reservations at that time. You know,  
20 coming from the sheriff's office I personally managed  
21 a budget of a \$108 Million. I'm real familiar with  
22 numbers and I was very -- when I got involved with  
23 the numbers of this college I could see that there  
24 was not ample funds for the 2.5% of that first year  
25 and anytime you do something like that and you jump

1 out, it also makes the second and third year more  
2 difficult as well to promise anything, but I was  
3 informed that our faculty come first and we really  
4 want to do everything we possibly can to give them  
5 everything weak and even if the state revenues don't  
6 come through at a higher rate, which now it's  
7 starting to look that way, which was my fear, that  
8 we've got to come up with it somehow. We've got to  
9 come up with it in-house and you know how you do  
10 that, you cut services, you cut people, you do what  
11 you have to do to come up with that money but that  
12 our faculty are important and we have to make that  
13 happen even if it makes things more difficult on the  
14 management team to make it work. And I respected  
15 that. I respected that argument. I actually was  
16 pleased to hear that from Dr. Richey. And although,  
17 of course, it does cause some angst and nervousness  
18 on the part of the people that understand the money  
19 but.

20 So, the offer rolled out at 2.5 first year, 1.5  
21 and 1. The reason for the 1's in the second and  
22 third year is because the future is so uncertain and  
23 especially if you overplay your hand the first year  
24 you have very little places to cut in years two and  
25 years three. There was some dialogue in the room

1 about how, you know, we're recovered from the  
2 economic recession/depression and the reality of it  
3 is that's not the truth. We're still in recovery  
4 process, very slow recovery, lethargic if at best.  
5 Brevard County was hit worse than most counties.  
6 Florida was hit the worst in most states. As a  
7 result we are -- because of our Space Center we are  
8 slowly bouncing back but we are, you know, we still  
9 don't really see as financial managers the light at  
10 the end of the tunnel.

11 What's worse is that people that serve us,  
12 people that provide our books, our everything that we  
13 pay for, they think the recession's over too. So,  
14 they're starting to charge us more for everything we  
15 do as you've noticed for things that you had to  
16 purchase. Everything from desks, computers, all  
17 prices are going up all around us. The reality with  
18 that though is the revenues are not going up and now  
19 you understand the state's situation which is what we  
20 were concerned about before is that may not yield any  
21 fruit. And now enrollment is also going down which  
22 is our bread and butter. And so we have this toxic  
23 combination of revenue challenges which makes that  
24 original offer of 2.5, 1.5, 1 difficult to pull off  
25 although still worthy to make happen.

1           We understand, you know, some of the feedback  
2           that we had heard was years two and three were a  
3           little unsettling to some of the membership, you  
4           know, being in the 1's and so we went back and spent  
5           hundreds of hours of work, mostly from we'll say Mark  
6           Cherry and Mr. Laird spent the majority of that,  
7           trying to come up with a way to try to make a better  
8           offer for year two and three so that we give you  
9           something better than the 5% over three years and  
10          still not put our students in jeopardy by overplaying  
11          our hand. That's the worse thing you can do. It  
12          feels good to be nice and put nice numbers out there,  
13          but if you misplay it and you don't do the right  
14          things, you can really create some tragic  
15          circumstances for you and all of a sudden certain  
16          things that we all love start disappearing, you  
17          know, what happened to that. Well, they mismanaged  
18          at the negotiation table a couple of years and they  
19          overplayed their hand financially and now we're  
20          losing this and we're losing that and we want to void  
21          that.

22                 But the -- our financial people came back to us  
23                 and we have a plan for trying to bump those numbers  
24                 up and year two and year three and we'd like to give  
25                 you a revised offer bringing you from three years at

1           5% to three years at 6.5%. First year 2.5, second  
2           year 2.0, third year 2.0 for a three year total of  
3           6.5%. That does cause me concern personally for the  
4           same reasons that 2.5 we're going to have make a lot  
5           of very difficulty decisions managerially in cutting  
6           services, people to come up with the money needed to  
7           fund that because we can't count on the state giving  
8           us additional revenue, and even if additional revenue  
9           is coming our way, the low enrollment is basically  
10          taking that away along with the increases to our  
11          services and the cost that we're being charged for  
12          other items. So, to really kind of break even in  
13          most best cases, that leaves us very little wiggle  
14          room year two and year three to try to come up with  
15          those kinds of dollars without having to cut the  
16          budget unless we have a good year. Unless enrollment  
17          turns around, and these are what if's and they may  
18          not happen and when you have a collective bargaining  
19          agreement that's signed in ink and ratified, you  
20          can't say, hmm, we need to go back and revisit that  
21          and drop that to 1.2 because we just can't afford  
22          2.0. You can't do that, you've got to fund it. And  
23          so it does cause I think this side of the table some  
24          concern but again we also understand the big picture.  
25          The big picture as we all agree in this room is that

1 our students come first, but the most important thing  
2 to our students are our faculty and the reason our  
3 students are successful are our faculty and the  
4 reason our college is successful is our faculty. All  
5 get that. We all know that our faculty to us is  
6 priority and so we're willing to make the tough  
7 concessions on your side which means we have to do  
8 things a lot differently. Everybody on this side of  
9 the table, and it's basically every management  
10 position in this place, will have more work to do,  
11 that just comes with the territory because there will  
12 be less managers to do it. It will be sad for us to  
13 see certain people go but that's how we're going to  
14 create the funds to fund that that first year and  
15 hopefully we'll have some good news over year two and  
16 three so we can fund year two and year three without  
17 that kind of a hardship.

18 We have some additional challenges for us and,  
19 Lynn, I appreciate you expressing your concern about  
20 the wages. If you had not done that, we would have  
21 expressed it today because our timeline is running  
22 out. We have to have a budget prepared, or at least  
23 we have to know what the wage package is going to be  
24 by the 27th of this month, two weeks from today. In  
25 order for us to have the first year, the funding

1 that's going to be necessary pushed into the budget  
2 that is presented the first year, we have to have  
3 that number, we have to have a consensus of our  
4 contract by the 27th of this -- at least the wage  
5 article has to be TA'd by the 27th of this month, two  
6 weeks from now.

7 If we can not come to consensus, and this is  
8 not -- this is just the reality of the situation, we  
9 can't come to consensus, then the budget will be  
10 pushed through status quo and there will be no  
11 dollars put to next years budget for year one of the  
12 wage plan. It will be the status quo budget year.  
13 And the reason for that is that a lot of very tough  
14 things have to be done to come up with that 2.5% and  
15 it's really not fair to the people who will be losing  
16 jobs, for the services that would be deemed changed,  
17 to the people that will be inheriting lots of more  
18 responsibility without any additional dollars. It's  
19 not fair to change everybody's world and make things  
20 tough for people not knowing that we have a deal just  
21 to say, well, we may have a deal in the future. But  
22 we are willing to make all those tough decisions that  
23 has to be made and they have to be made in the next  
24 week or two and we're actually plan on making and  
25 hope we can come to consensus and hope we can TA that

1 article and hope we can tuck that kind of money in,  
2 but if wait to the 20th to flush out the deal, it  
3 gets risky. If we wait until the 27th and something  
4 happens and it doesn't work out quite the way you  
5 thought it would and we don't have a deal, the status  
6 quo budget's going to be pushed in. We can negotiate  
7 all summer, we can negotiate beginning of fall and  
8 negotiate all other the other it's but year one next  
9 academic year will for all intensive purposes be at  
10 the same rate this is and then we'll be talking about  
11 maybe a better year two and three than that year one,  
12 but in any case we will have lost the opportunity for  
13 a wage increase for year one.

14 So, I would urge us to come to some kind of  
15 consensus preferably today. My recommendation would  
16 be that you accept this offer. You can understand a  
17 lot is going into this, you accept, we TA and then we  
18 start concentrating on the rest of these articles and  
19 knock them off and allow us to go to work to do all  
20 the hard things necessary to come up with a the  
21 hundreds of thousands of dollars to make that's  
22 funded.

23 Again, it's your choice, you can choose not to.  
24 You can talk about it over the next week and come  
25 back to us and we can talk again but we have got to

1           come to consensus on this wage article by the 27th.  
2           So, hopefully -- I just don't think I can be -- it's  
3           a serious situation and I don't want to under explain  
4           that, I want to underscore that, that is a very  
5           important date for us if we're going to have a wage  
6           increase next year.

7           MS. SPENCER: So, let me ask you about the  
8           budget discussions that you've had so far. Are  
9           those -- have you involved the Board of Trustees or  
10          the -- is 5/27 a special Board meeting? Is that what  
11          the date -- the deadline is? Can you clarify?

12          MR. PARKER: No, that is an internal date that  
13          the budget people need to finalize their budget  
14          proposal.

15          MS. SPENCER: So, the process of creating that  
16          budget, the parties involved are who?

17          MR. PARKER: The parties involved are the  
18          leadership team, the management team and the  
19          financial team.

20          MS. SPENCER: So, that would be the whole, the  
21          whole group of you sitting at the executive council  
22          and discussing the budget?

23          MR. PARKER: And others. And others as well.

24          MS. SPENCER: Okay. And the final decision on  
25          that? The discussion of the package that you

1 presented here this morning, that came from those  
2 discussions from thirty people sitting in a room or  
3 is that -- was it discussion between Rich Laird and  
4 Dr. Richey? I just want to understand better. We've  
5 said before about the budget process.

6 MR. PARKER: Yeah, this is basically the  
7 negotiation team in concert with the financial team  
8 trying to figure out how much we could possibly go  
9 and still get this thing done.

10 MS. SPENCER: So, that would be Mark Cherry and  
11 Rich Laird?

12 MR. PARKER: That's right.

13 MS. SPENCER: Okay. I appreciate the concerns  
14 you addressed and I think you're correct in some  
15 sense about those things. As I said before, the  
16 conservative expression about the nature of the risk  
17 you're taking planning for the future, when you look  
18 at some of the other decisions that are being made in  
19 terms of budget, it's difficult to see that in  
20 action. So, the words expressed, the position that  
21 is guarded and conservative but the actions of the  
22 institution in hiring an athletic director, an  
23 assistant athletic director, a sports information  
24 director, just for example, I think the athletic  
25 director's at, what, at \$134, \$135, \$135,000 a year,

1 and that's a program that supports a hundred and  
2 eighteen students in that program. And granted, I  
3 understand the vision is this is the rebranding  
4 process, it raises the profile of Eastern Florida  
5 State College so there is value added in those  
6 ventures, but just as one example, when you say we're  
7 concerned about the future and we have these  
8 conservative outlook, and that's prudent for  
9 leadership, that is not matched in action and  
10 practice from what we've seen.

11 MR. PARKER: I would say that that's a  
12 subjective statement that in your world that is not  
13 as important as in the world of other people who are  
14 managing the institution and business leaders who  
15 basically are trying to not only brand the college  
16 but to turn it into basically do a variety of things  
17 that are going to make us much more successful in the  
18 end run, in the long run. And so academics, while I  
19 think they are essential to any comprehensive quality  
20 highly reputable college and they do play a part, I  
21 believe they have to be held in check as well because  
22 academics, of course, needs to get the lion's share  
23 of the funding, you know.

24 My review of what they spent in academics over  
25 the last five years, for every dollar they've spent,

1 new dollar they've spent in academics, they've spend  
2 \$10 Dollars newly for academics and so that's a  
3 pretty good ratio as far as what they're spending.  
4 Now, there are some out there that would say we don't  
5 want to spend even a single dollar, not a penny for  
6 athletics, but that is not the shared belief of the  
7 management team and Dr. Richey and the Board of  
8 Trustees. And really quite frankly most people who  
9 run highly effective organizations believe athletics  
10 is a critical part. You know, we can try to pick  
11 apart a piece here and there, but the reality of it  
12 is is that overall we think it's an essential part to  
13 having an overall comprehensive college that people  
14 are going to want to come to and be a part of. It's  
15 just part of the overall successful entity and  
16 looking at the dollars spent they seem very  
17 reasonable to me at this point.

18 MS. SPENCER: It was just an example but I  
19 appreciate that and we'll have to -- we will caucus  
20 after we talk a little bit more about the further  
21 articles and we'll get back to you on that. Thank  
22 you.

23 So, on your agenda -- we do have one other  
24 critical item and I wonder if you'd be willing to  
25 entertain this, it's important to us, the handbook

1 language in Article 6. So in reviewing the notes  
2 from our sessions of summer 2011 where we went and  
3 did the full contract bargaining, we never agreed at  
4 the table, in fact, never discussed removing the  
5 language about the handbooks. On May 31st, 2011 the,  
6 notes show us discussing that article and indicate  
7 that we were actually going to add the TPDC handbook  
8 to the initial line that said these handbooks are  
9 incorporated by reference. So, if that was an  
10 oversight, that's one thing, but that was -- I wanted  
11 that clear and understood at the table that we never  
12 agreed to that change and what we've been arguing  
13 about the last -- or discussing the last few sessions  
14 about including the handbooks by reference into the  
15 contract for reasons that we've already presented to  
16 the table, that was, that was never -- that was not  
17 new language, that was language that should have been  
18 included in that 2012-2015 CBA. How that ended up  
19 missing is, is -- it could be just -- I would assume  
20 in good faith that that was just an error and  
21 oversight on -- certainly it was an oversight on our  
22 part and I own the responsibility for having missed  
23 that, but going forward, I think in terms of getting  
24 these articles done we have to be very clear about  
25 that what we talk about at the table is what we're

1 going to put in the contract and go through carefully  
2 and review every line. But that handbook language  
3 was in there and we never agreed to drop that before.  
4 So, why it's an issue now is the question.

5 And you made it clear last time that you're not  
6 interested in incorporating that language, but I  
7 still -- and in your own notes for Article 11 have  
8 lines in that contract that you want to redact saying  
9 it's in the handbook. So, it seems to me it's, again  
10 to restate what we've, ground we've already covered,  
11 that that handbook being incorporated by reference  
12 protects not the faculty but also protects you and  
13 understanding the cycle of review that's in place and  
14 the work that's been done by those councils, it  
15 does -- I would I would urge you to reconsider  
16 including that this time, or arguing that you want to  
17 drop from the contract, so.

18 DR. MIEDEMA: Let me respond to a couple of  
19 things. First of all, the reason we have a court  
20 reporter here is to make sure we don't have any  
21 omissions as we review the contract. We have  
22 something we can go back and take a look at.

23 Second thing, when it comes to that contract  
24 and the handbooks, the concern we have is giving a  
25 handbook the same weight as a contract and we have

1 expressed that already that a handbook is approved by  
2 a small group of individuals and should not have the  
3 sole weight of a contract that is approved by two  
4 hundred and sixty-two individuals.

5 I have no issue with making a note in there  
6 that further delineation of responsibilities and  
7 guidelines, whatever it may be, are addressed in the  
8 handbook, but I do not think the language should say  
9 that that is attached to the contract because it's  
10 not approved through the same process.

11 MS. SPENCER: I do recall the initial  
12 discussions when we moved in 2009 to this shared  
13 governance and load point system that the original  
14 discussion about making that by reference  
15 incorporated into the contract was to avoid having a  
16 contract that was a hundred and eighty pages long.  
17 So, those important sections can be put into the  
18 contract to protect both parties, but then you also  
19 run the risk of tying the hands of the TPDC committee  
20 again as they're looking at the gaps in the tenure  
21 process for faculty member who are going to be in the  
22 five to seven year process and they want to make sure  
23 the survey instrument that Katina wanted -- Dr.  
24 Goddard wanted to send out to see where the gaps are  
25 to improve the process so that the institution and

1 the students benefit from this. If you, if you don't  
2 include those handbooks by reference, then you have  
3 to go back to the table and you have to sit down and  
4 you have to renegotiate all that information ever  
5 time they want to make a minor adjustment.

6 The faculty member when they ratify the  
7 contract are presented with the handbooks with the  
8 understanding that any changes, any substantial  
9 changes to those handbooks will be by mutual  
10 agreement of the parties. I don't think that the  
11 faculty, I can speak -- I'll speak to the extent I'm  
12 able to on our side that the faculty are concerned  
13 that that power, if this is what you're concerned  
14 about, is going to be abused by the faculty. We are  
15 not interested in throwing out the monkey wrench,  
16 most of the work on getting the institution aligned  
17 with a new tenure process is being -- a lot of it is  
18 being done by the faculty. So, they're the last  
19 people that want to see this process slowed down or,  
20 you know, be dysfunctional in any way or held up  
21 because we have to go and send out the documents and  
22 having ratified by both parties, by the Board of  
23 Trustees and by the bargaining unit members.

24 DR. MIEDEMA: I don't understand the concern  
25 that every minor detail would need to be negotiated.

1 We have general guidelines in the contract. When we  
2 established this process in 2009 is because we were  
3 moving into shared governance and we needed the  
4 assurances because it was a new birth to a new  
5 process that everyone wanted to make sure that we're  
6 moving along. The processes are now  
7 well-established. We have faculty working together  
8 to establish these documents, to establish these  
9 processes and I don't feel the need in a contract to  
10 have all of those things spelled out. I do not feel  
11 the college is at risk by not having those things  
12 attached as long as we take any areas that you the  
13 faculty feel you are at risk for and put those pieces  
14 into the contract. Are you at risk because we want  
15 to change how we select who's going to be the members  
16 of the council? No, there's no risk there. Why does  
17 that need to be associated with the contract? That  
18 is your right and your ability to run your business  
19 and that's what these councils are, they're your  
20 business. So, as long as you have guiding principles  
21 that are addressed in the contract, I don't see the  
22 need to have the handbook attached. It's just  
23 another place that we have to make reference to when  
24 we try to look at something by the light of the  
25 contract.

1           We have a lot of handbooks. Should the student  
2 handbook be attached to the contract because that  
3 addresses some things related to faculty also. So,  
4 do we associate that handbook to the contract also?  
5 What about the assessment committee who now is doing  
6 their own handbook, do we attach that as well? How  
7 many handbooks do we attach to the contract? Why not  
8 let people manage their own business with some common  
9 ideas of what we need to be looking at.

10           The question comes up and I've heard from  
11 faculty, does the UFF leadership control the AAC and  
12 the TPDC. Do they have to put everything through the  
13 TPDC or the AAC. That's the philosophy that needs to  
14 be addressed. That philosophy is what needs to be in  
15 the contract. Do their handbooks all have to be  
16 reviewed. Do their memberships all have to be  
17 reviewed by the UFF leadership. So, those are the  
18 pieces that need to be in the contract. How you  
19 select them, how you determine if someone is the  
20 chair or vice chair does not need to be in the  
21 contract.

22           MR. PARKER: If I could jump in too. There's  
23 some new faces in the room and Michael's here. Just  
24 so he hears our point of view, some things we're  
25 concerned about. We're not trying to be obstacles

1           because we're just -- everybody wants to get stuff  
2           done quickly and do things well, we all do so we  
3           don't have to keep dealing with the same issue over  
4           and over again, we want it to be simple. We have to  
5           be very careful to respect the process and the  
6           strength of the bargaining unit member.

7                     I understand what's coming from that side of  
8           the table, they just want things to work smoothly and  
9           quickly, but we have to be very careful not to  
10          undermine the authority of the membership and that  
11          can happen by accident. Normally when a membership  
12          ratifies a contract, a contract is black and white  
13          and esthetic, it doesn't change until it's voted on  
14          again and changes again. It's a very important  
15          document. Sometimes there are appendix or appendixes  
16          attached to the contract which are also esthetic in  
17          nature because there has to be additional information  
18          that may be more technical. Again, the union member  
19          who has the ability to vote on that contract is  
20          looking at everything that's in black and white and  
21          they're checking yes or now whether they support or  
22          not because it's all there, it's all real, it can't  
23          change until another contract is ratified by all of  
24          the members.

25                    In many organizations there are many times

1 handbooks and policies and guidebooks and all kinds  
2 of things that happen and they all happen under the  
3 same pretence. They've got to do it in concurrence  
4 with state law and in concurrence with any collective  
5 bargaining contract that exists. They have to be in  
6 concurrence with that. They can't do it in  
7 opposition of it. So, all those books have to abide  
8 by the contract and abide by law. The problem here  
9 is that what the proposal is to allow living  
10 documents outside of the ratification process which  
11 are controlled by a few people, thirty or less  
12 people, which are a lot but are not everyone, and  
13 they can actually make substantive changes to  
14 contractual issues that change the ratification  
15 process without the full weight of the membership  
16 agreeing. So, that's -- it's not the fact that we  
17 want to stop progress, I think it's just the  
18 opposite, but we want to be very careful not to  
19 undermine the members, the actual members who are not  
20 part of those groups because their voice matters just  
21 as much as the person on that group and we don't want  
22 to take it away from them.

23 And I wasn't here to hear some of those last  
24 communication and the last negotiation, but that  
25 could have been a blessing in disguise, Lynn, because

1           it doesn't take but, and Michael may back me on this,  
2           it only takes one very upset faculty member that  
3           something substantively is changed outside of the  
4           ratified contract to claim an unfair labor practice  
5           against their own union or against us for allowing  
6           that kind of procedure to have existed and to  
7           undermine and take away their authority of  
8           ratification. So, that's the reason we're -- we  
9           don't mean to be -- we don't mean to be stubborn for  
10          the sake of it, we're concerned that we don't want to  
11          undermine or take away the power, the authority of  
12          the actual members in the ratification process.

13                 MS. SPENCER: Well, I appreciate your concern  
14                 for us. I think your logic -- I think your  
15                 perspective is a little flawed on the unfair labor  
16                 practice with respect to what we're discussing here.

17                 Let me ask you, what can be left out if we  
18                 leave out by reference? What are you thinking in  
19                 terms of the contract. You're concerned there's too  
20                 much stuff in there, what is it specifically you  
21                 think should be left out?

22                 DR. MIEDEMA: From the handbook?

23                 MS. SPENCER: From the contract.

24                 MR. PARKER: Any living document.

25                 MS. SPENCER: No, I'm sorry.

1 DR. MIEDEMA: That's exactly what I'm saying.  
2 The handbook as a document does not need to be  
3 attached. If there's things there within that  
4 handbook that you think put the membership at risk,  
5 then those things are the things that should be  
6 addressed in the contract and it may be as simple as  
7 the philosophy that all things that come through here  
8 get approved this way, put that in the contract.

9 MS. SPENCER: So -- and to clarify you -- to  
10 answer your question earlier, we're not talking about  
11 all the handbooks, we're talking about these two  
12 handbooks from the Tenured Professional Development  
13 Council and the Academic Affairs Council. Those  
14 handbooks and those councils address issues that are  
15 mandatory subjects of bargaining and those have to be  
16 addressed at the table. So, by including them by  
17 reference, like you have said, they're already well  
18 on their way, the councils are well-established, the  
19 processes are well-established. The risk for us,  
20 I'll give you a specific example in terms of changes  
21 to leadership. If you have now in this new five to  
22 seven year cycle you have non-tenured faculty who  
23 because there's a change in the way the leadership is  
24 chosen end up in positions that have consequence for  
25 wages, hours and working conditions of faculty and

1       those faculty members are not as strong and able to  
2       stand up to administrative pressure, they are --  
3       they're looking for tenure, they're looking to extend  
4       their working career here, they can be very easily  
5       pressured or manipulated. I'm not saying this is any  
6       kind of -- it's the kind of pressure that a tenured  
7       faculty member can stand up to and that allowing  
8       those handbook changes to be reviewed by both parties  
9       provides some protection so we don't have somebody  
10      caving in because they think that's what the provost  
11      wants them to do and then faculty ends up being the  
12      losers as a result of that.

13             DR. MIEDEMA: I don't understand -- give me an  
14      example of what -- where that would be because I  
15      can't conceive of a situation where what you're  
16      describing would happen.

17             MS. SPENCER: Well, let me, let me withdraw  
18      that particular one because I don't really care to  
19      get into names and those kind of things right here,  
20      but let's look again at this. So, your argument is  
21      this is -- these are -- these handbooks are part of  
22      the terms of employment and they are subject to  
23      bargaining because they define the tenured process,  
24      they define rank change, they define those things  
25      that are important to faculty.

1 DR. MIEDEMA: Tenured process is defined by  
2 contract, but do we need to have in the contract that  
3 they will have X number of members that are doing the  
4 review and that they have to be in this cluster or  
5 that cluster or that cluster. That type of detail  
6 does not have to be in the contract.

7 MS. SPENCER: But because the only thing that a  
8 faculty members can grieve if they're -- is the  
9 tenure process. So, those processes are important to  
10 protect faculty rights. If something goes awry in  
11 that process and that's not attached to the contract,  
12 then there's no way that that faculty member can  
13 grieve the process or defend their rights or have  
14 some justice in whatever wrong they feel like they've  
15 suffered.

16 MR. PARKER: And if that one example is the  
17 important example, and there may be others, if  
18 that -- that needs to be put into the contract.

19 MR. MOATS: Can I address that?

20 MS. SPENCER: Yes.

21 MR. MOATS: Specifically because of some of the  
22 comments you made and the fact that you were not here  
23 in 2009 when this language was bargained, and in fact  
24 of the current panel Dr. Miedema and Darla Ferguson  
25 were the only two that were on that bargaining team,

1 and we actually began to discuss the tenure process  
2 and the academic affairs process with the expectation  
3 that to the extent any portions of those things  
4 covered mandatory substance bargaining, they need to  
5 be bargained, they needed to be in the contract.  
6 Okay. It was in fact your team, particularly the  
7 attorney that was representing the college at that  
8 time, who basically at the table said he had no  
9 desire nor the time to get involved in the minutia of  
10 how the tenure process works, who's going to be on  
11 the committee, how the committees are going to be  
12 selected and all those other things that we believe  
13 have very serious impact on potential terms and  
14 conditions or even the future employment for  
15 somebody. So, that is -- you know, your position,  
16 the statement you just made was in fact our position.  
17 Okay. And we do have many contracts around this  
18 state where essentially 90% of what is in the  
19 handbook is actually contract language. It is --

20 MR. PARKER: From the contract.

21 MR. MOATS: No, it is -- what's in our  
22 handbook, significant, maybe 90% of that stuff is  
23 actually in the CBA.

24 MR. PARKER: Right.

25 MR. MOATS: Okay. Because it is negotiated at

1 the table. Okay. And not just this but many things.  
2 We have things where healthcare, the amount of the  
3 deductibles, the amount of the copays, the  
4 out-of-pockets, all of those things are negotiated at  
5 the table and become part of the collective bargaining  
6 agreement.

7 None of us really wanted to get bogged down and  
8 spend a great deal of time at the bargaining table  
9 dealing with all of those things. Okay. We have a  
10 right to but we agreed that if we put just the most  
11 basic aspects of the framework in the contract, then  
12 the union is willing, in essence, to waive, to a  
13 certain extent, our right to actually collectively  
14 bargain all of the rest of the stuff if in fact the  
15 college would agree to a process where all of the  
16 that stuff would be relegated to the actual  
17 committees. Okay. The committees would spend the  
18 first year of the contract period working on  
19 developing that stuff, bring it back to the  
20 bargaining team and then we would negotiate that  
21 final document, the final handbook, which we did.  
22 Okay. Everybody knew that. The faculty when they  
23 ratified the contract understood that.

24 Just to make it very clear that that is in fact  
25 what we were talking about, we supplemented the

1 contract with a memorandum of understanding to make  
2 sure how it would be put into place, what the  
3 expected deadlines would be, how it would apply to  
4 people. In fact, for instance, one thing giving  
5 current faculty who were not yet tenured the option  
6 of either going up for tenure under the existing  
7 process prior to the new CBA and the handbook or  
8 going under the new process that was being developed  
9 in the handbook. Okay. At the end of the day, the  
10 whole idea was we, in essence, waived to that team  
11 many of the rights to develop the stuff, to go  
12 through, in essence, the bargaining process but then  
13 bring those final products. We did then negotiate  
14 the final products. Okay. So, the handbooks were in  
15 fact the fruit of negotiation and they were part of  
16 the ratification process next time that the contract  
17 was ratified.

18 I think it's important that you keep that in  
19 perspective because we're not going to continue to  
20 abrogate or waive that responsibility to committees  
21 to continue the process and develop handbooks if the  
22 college is not going to recognize that ultimately the  
23 handbook needs to carry the weight of the contract.  
24 And like Lynn said, you know, the student handbook  
25 for all practical purposes does not constitute

1 mandatory subject to bargaining. Okay. The  
2 complaint process against faculty might be iffy in  
3 that it can have disciplinary impact potentially  
4 against a faculty, but these two handbooks, academic  
5 affairs and tenure, are overwhelmingly terms and  
6 conditions of employment.

7 So, the way we see it we basically have two  
8 alternatives. We either have that stuff referenced  
9 as being carrying the weight of the contract, being  
10 part of the total agreement, okay, and changes being  
11 mutually agreed to. If you're concerned that  
12 somebody out there might be, might complain that they  
13 didn't have a say so or didn't have a right to ratify  
14 it, then, you know, we have a proposal, which I  
15 believe you all began to discuss, that would subject  
16 any significant changes to the handbook to the  
17 ratification process as part of bargaining. Okay.  
18 That's one alternative. Okay.

19 The other alternative is we just continue to  
20 bargain the contents of those handbooks and ignore  
21 that they are handbooks and put that content in the  
22 bargaining agreement.

23 MR. PARKER: I would recommend that we caucus.  
24 Before we do, can you explain -- and I appreciate it  
25 because you said it very well, can you explain -- I

1 think you see my concern as far as if you're a member  
2 and you don't have any say because you're not on a  
3 committee and all of a sudden something substantial  
4 is changing that you voted. It's kind of against  
5 maybe even.

6 MR. MOATS: Well --

7 MR. PARKER: How do you define substantial  
8 going to ratification versus technical just being the  
9 housekeeping issues? Who makes that decision as to  
10 whether it's relevant enough to be brought to the  
11 attention of the membership? How do you make that?

12 MR. MOATS: Well, I think a proposal that we  
13 have was that, first off, language that it's a  
14 responsibility of the council, those revising the  
15 handbooks, and the subcommittees to comply with the  
16 current collective bargaining agreement and  
17 established college procedures. Recognizing that the  
18 handbooks are an extension of the collective  
19 bargaining agreement and substantive changes, and I  
20 think we can probably come to some agreement as to a  
21 definition.

22 MR. PARKER: Or anything about revision of  
23 language approved by the membership.

24 MR. MOATS: May only be made with approval of  
25 the college and the union during a regular bargaining

1 cycle. They would have to be negotiated. Okay.

2 Substantive I think is relatively easy to deal  
3 with in a couple of ways. First off, all of our  
4 universities have contract language that criteria for  
5 promotion is developed in the department, okay, by  
6 the faculty in that department because every  
7 department in the university is different enough that  
8 you can't really have a universal criteria that  
9 everybody has to meet in order to get promoted. But  
10 the problem is just like this. You may have people  
11 that would be concerned that they're working towards  
12 a promotion and now you have, you know, faculty in  
13 that department that are making changes. So, one of  
14 the contractual requirements there is that anything  
15 that's changed in those criteria, the new criteria  
16 will not take effect for at least one full academic  
17 year so that nobody gets in a position where they're  
18 part way through the process and then it gets changed  
19 on them. Okay. We could easily, you know, come up  
20 with language that protects people that -- the  
21 tenured process and that's exactly what we did with  
22 the MOU. We didn't want people who thought that they  
23 were going to be going for tenure in one way and then  
24 we have a tenure committee who comes up with a  
25 different way to get tenure, okay, and those people

1           may not like that. So, that initial process we gave  
2           them the option. Okay. You pick which way you want  
3           to go. By the same token, if the tenure committee  
4           recommends changes in the handbook and it comes back  
5           and it's voted, there's no reason it could not have,  
6           in essence, a grandfather clause that anybody at such  
7           and such a point is, you know, still follows the  
8           previous rule.

9           No different than when a student enters this  
10          college if you change their program partway through,  
11          they are still contractually guaranteed the catalog  
12          and thus the program that they entered under as long  
13          as they are continuous enrollment. Okay. I mean,  
14          those are simple things to deal with, but the big  
15          problem is when you take away, and particularly I'm  
16          hearing Dr. Miedema's concerns about sometimes  
17          needing to tweak things and you don't want to come  
18          back to the bargaining but by the same token, you  
19          know, that flies in the face of some what you're  
20          saying in that if you have to tweak something, it  
21          might be deadlines, it might be who's on a committee,  
22          it may be the number of people on a committee, it may  
23          be the process for selecting those people on the  
24          committee, but if you tweak those things and it's not  
25          part of the contract that has to come back -- not

1 part of the agreement that has to come back and be  
2 mutually agreed upon, then it's even worse because  
3 now you have only the people on the committee that  
4 are making those decisions and putting it in place  
5 and the handbook is a freestanding document that is  
6 not subject to bargaining.

7 MR. PARKER: Michael, I agree and I really  
8 appreciate what you're saying, but I think the thing  
9 that scares me as a member is the fact that if the  
10 book has the full power of the ratified agreement  
11 that I didn't ratify because it's different and I  
12 don't like it and it doesn't fall in what I  
13 originally agreed to, if that clause is in there that  
14 it has the same power and authority as the ratified  
15 agreement, it's an extension of it even though it's a  
16 living document, as a member it takes away my  
17 authority to challenge my own union representation  
18 and say I don't like that because they're going to be  
19 able to say it's not grievable because it has the  
20 same power as the contract and I want to say but I  
21 don't like it.

22 You know, you're one example, for example, if I  
23 sign up for promotion or if I'm concerned about  
24 promotion, I'm gearing up in year one, I appreciate  
25 that a new change outside of the ratified agreement

1 doesn't take place until year two of the contract but  
2 in my world I don't want it to take place in year two  
3 either or year three, that's why I ratified a  
4 contract and -- that's I think my concern is just we  
5 can by accident because we are trying to get work  
6 done quickly and don't want to be bogged down,  
7 neither one of us want to not be able to a change  
8 that works for everybody, but the same token when we  
9 change that minor change, if it's not such a minor  
10 change and it's perceived by a member to not be minor  
11 and they want to be to be able to grieve the fact  
12 that he changed it because it's in contrast with the  
13 concept of the contract, they should have a right to  
14 do that. Whether they're upset with you or us, they  
15 should have that right. So, I see both sides but  
16 that's -- I think that's a thing that always concerns  
17 me with these living documents and a small group of  
18 people having the power of the overall membership,  
19 the power of ratification.

20 DR. MIEDEMA: Another point too is when we  
21 negotiated this language initially in 2009, neither  
22 handbook has ever come back to this table. If you're  
23 saying that we review it and we've reviewed the  
24 contract, we have never done that. They're sent  
25 contracts -- they've sent the handbook to me to take

1 a look at as they develop it because that is their  
2 right to develop it and it should be reviewed by the  
3 UFF. Do we have any documentation to that effect for  
4 the last seven years? No, we do not. So, we have to  
5 have a process that makes sense. There is no  
6 documentation that I've signed any changes and  
7 approved a handbook for this side, for  
8 administration. It comes through, yes, do I have a  
9 chance to take a look at it? Yes, and then it goes  
10 for a vote and the vote of the membership is what  
11 carries. It doesn't matter if I see that final  
12 document or not. I do not get to see it at this  
13 point in time. So, that's why I have some concerns  
14 with this. Why would I be held to the numbers of  
15 people that are allowed to be on the AAC council when  
16 I'm not even part of that membership and having that  
17 discussion when they have that vote. It comes to me  
18 to review either before or after but my signature is  
19 never ever required. So, there's some issues with  
20 that whole process that the process -- and saying  
21 it's attached puts me at risk at this point in time  
22 because I'm not seeing that.

23 MS. SPENCER: We have had discussions and we  
24 worked in the book -- when it's not a full book  
25 bargaining, we've met in the summertime and we've

1 worked on stuff that's in those handbooks in terms of  
2 faculty evaluation, in terms of rank change, in terms  
3 of all those things, we have sat at the table and  
4 talked about those things and those handbooks have in  
5 the early years come to vote to UFF and to you for  
6 review, so.

7 MR. MOATS: In joint meetings.

8 MS. SPENCER: Yeah. I mean, we have discussed  
9 all those things.

10 DR. MIEDEMA: Show me the last time I signed  
11 one.

12 MS. SPENCER: I'll go back -- you're talking  
13 about signing off on one, it's by mutual agreement.  
14 We didn't specify that you sign off on it so it was a  
15 discussion that took place and we can go back and  
16 review those and provide those notes for you if you  
17 want. I mean, that's probably beside, I mean, the  
18 issue here.

19 You wanted to take a caucus. I got one  
20 question, I got a couple of questions for you as far  
21 as the budget goes. You said you looked at the  
22 budget and for every ten dollars spent on academics  
23 one is spent on athletics. So, one in ten -- one in  
24 eleven dollars is spent on athletics, is that right?  
25 Is that what you said?

1           MR. PARKER: Of all the new buildings and  
2 facilities, all the new dollars going into the --

3           MS. SPENCER: And then the other question I had  
4 related to that is in terms of your priorities for  
5 the budget, what are they in terms of where you see  
6 cuts happening first?

7           MR. PARKER: That's a management decision.  
8 Those are all still being fleshed out and that will  
9 be basically --

10          MS. SPENCER: You don't have a working list of  
11 that?

12          MR. PARKER: We're working on that. That's why  
13 we have to have a decision now because that's going  
14 an excruciating endeavor for us over the next two  
15 weeks.

16          MS. SPENCER: And final question related to  
17 that offer is are you willing to look at a one year  
18 deal?

19          MR. PARKER: No. If we're looking -- the  
20 reason we can do a three year deal with the numbers  
21 we mentioned is because even though we believe two  
22 and three are good numbers now, we have to have cost  
23 containment because we're not going to be able to not  
24 have cost containment in two or three. So, if we go  
25 back to a one year agreement, that 2.5 is coming off

1 the table and we'll have to talk about a lower  
2 number.

3 MS. SPENCER: Debra, you have a question?

4 DR. MARSHALL: Dr. Miedema, if we could work on  
5 some language that clarifies or tightens up the  
6 responsibilities of signing off on the handbooks,  
7 substantive handbook changes, is that something that  
8 might?

9 DR. MIEDEMA: We would consider looking at that  
10 that but we need to have better checks and balances  
11 than we currently have because right now I do not  
12 feel comfortable that I know the current content of  
13 either one of these documents.

14 DR. MARSHALL: I understand. Thank you.

15 MS. SPENCER: Thank you. Anything else?

16 DR. LAMB: I have a question. It's more of a  
17 question for -- I'm not sure who it's a question for  
18 but. Because as a faculty member we're living in  
19 this age of assessment and that's where my mind is  
20 wondering we use the word success and it's sometimes  
21 hard to know exactly if we're there or not because  
22 you have to define what success is. So, Mr. Parker,  
23 you mentioned successful institutions have these  
24 things, athletic programs and all of that, I tend to  
25 agree, of course, but what, what does that mean in

1 your use of the word success? Does that mean  
2 athletic programs, increased student enrollment, or  
3 they bring financial contributions for the commercial  
4 entities in the county back to the institution, or in  
5 increasing the public, the visibility of the  
6 institution, somehow the institution is remunerated?  
7 In other words, what does that mean? I think that  
8 certainly we would be supportive of athletics if for  
9 us it meant higher faculty salary.

10 MR. PARKER: I think it translates to that in  
11 the end. I think it means all those things, Robert.  
12 It means, it means a stronger identity with the  
13 community. It means more fundraising capabilities  
14 for the college. It means more people associate with  
15 being a Titan and what that means. It means students  
16 have more camaraderie with another because they bond  
17 together and go to different sporting events and  
18 enjoy it. They may not be an athlete but they love  
19 watching the athletes. It brings us together closer  
20 as the college. It makes us more -- gives us more  
21 notoriety within the state, the south region of the  
22 United States as we compete and people see us with  
23 our EFSC shirts on in other locations of the country.  
24 So, its a huge marketing campaign pain for us. And  
25 by all of council, a lot of times it's not

1 competitive dollars that would go to your salary that  
2 are peeled off and spent on athletics, it's a  
3 different funding source entirely, but as we start to  
4 do that and it builds enrollment and it builds  
5 comradery and it builds esprit de corps and  
6 everything else that comes with it, the end result is  
7 a very successful college with higher teacher  
8 salaries. That's the goal.

9 DR. MIEDEMA: It also has an economic impact in  
10 our community as people come in for these events and  
11 a stronger economy in our local community is going to  
12 benefit the college as well because people cannot  
13 afford to go to college.

14 Just for an example, the birding festival that  
15 we do up in Titusville on the Titusville campus  
16 brings millions of dollars to the Titusville  
17 community every year. It has a big impact on the  
18 hotels, on the restaurants and things like that.  
19 That helps our economy and helps us in the long run.

20 MR. PARKER: These local state --

21 MS. SPENCER: Yeah, that's a great return on  
22 your investment.

23 MR. PARKER: These local state tournaments, the  
24 state soccer tournament brought in, you know hundreds  
25 if not thousands of people of those days many with

1 thirteen and fourteen and fifteen year old kids who  
2 are coming into those stadiums watching and Eastern  
3 Florida State College going this is incredible  
4 college and it's right here. So, they may have been  
5 thinking about going to another college or university  
6 and now all of a sudden they're proud to be thinking  
7 about going to our college because we're drawing  
8 families in from areas.

9 DR. LAMB: I agree, I love the driving by and  
10 seeing our logo. I love -- it's exciting. I presume  
11 there's somebody at the college tracking these  
12 benefits?

13 MR. PARKER: I think there is --

14 DR. LAMB: Antidotally we would say that the  
15 better the economy in our area the fewer students we  
16 get.

17 MR. PARKER: And we want to change that because  
18 I think anecdotally you're right. I mean, in the  
19 past when times are good, people have a lot of money  
20 and they go far away for education.

21 DR. LAMB: Right.

22 MR. PARKER: When money gets tight they keep  
23 their kids closer, but we can take advantage of that  
24 time now because this is one of the, I think, silver  
25 linings of a recession is people came back to our

1 college over the last few years and we can try our  
2 best now by being attractive, very comprehensive, a  
3 one stop shop. We're not a small community college  
4 that offers very little, we are a wide -- we have a  
5 wide array of degree programs and services and  
6 athletic programs and students services and we can  
7 appeal to many people. So, we can take advantage of  
8 that and even as the economy starts to rebound change  
9 our image to where we don't start losing those  
10 students and instead we start to reclaim more and  
11 more, that's the objective.

12 DR. LAMB: Okay.

13 MS. SPENCER: Two quick questions before we  
14 leave. So, was there a cost benefit analysis done in  
15 the decision to invest in athletics and expand the  
16 program?

17 MR. PARKER: Well, I think that it's  
18 probably -- I'm not sure of everything that happened  
19 before I got here but, you know, I'm sure that -- you  
20 know, again most -- it's sort of a successful model,  
21 you know, where the successful colleges --

22 MS. SPENCER: I just wanted to know if you were  
23 aware if there was. Are you aware of any cost  
24 benefit analysis?

25 DR. MIEDEMA: I'm sorry, I was a student in the

1 hallway that was sick and I didn't hear the question.

2 DR. MARSHALL: That's okay.

3 DR. MIEDEMA: We have a student incident out in  
4 the hallway and that distracted me for a moment, I'm  
5 sorry.

6 MS. SPENCER: I wondered if there had been a  
7 cost benefit analysis done before the institution  
8 made the decision to invest in expansion of  
9 athletics.

10 DR. MIEDEMA: I was not a party to it if there  
11 was one that was done. At the time that -- those  
12 discussions were made, I was an associate vice  
13 president, I was not necessarily involved in any of  
14 those discussions.

15 MS. SPENCER: Okay. And then the second  
16 question related to that is has there been a review,  
17 a comprehensive review of the return investment, like  
18 Robert said, antidotally that's wonderful, but is  
19 there any -- has there been any hard analysis of what  
20 that investment has returned to the college in terms  
21 of increasing student enrollment, those kind of  
22 things?

23 MR. PARKER: I think you're probably -- I think  
24 that will happen over the next few years but we're  
25 really right at the beginning of that.

1 MS. SPENCER: Not yes.

2 MR. PARKER: Yeah, you're at the end of us  
3 turning this around.

4 MS. SPENCER: Okay. Thank you.

5 DR. MIEDEMA: You want to take a caucus now so  
6 I don't get distracted anymore?

7 MS. SPENCER: Check in in thirty minutes, would  
8 that be? Thirty or forty.

9 MR. PARKER: You need time on your side.

10 MS. SPENCER: What do we need? It's going to  
11 be thirty minutes anyway.

12 DR. MARSHALL: We have to discuss those two  
13 things. So, half an hour.

14 MS. SPENCER: Thank you.

15 DR. MARSHALL: I'll come and get you at 10:30.

16 DR. MIEDEMA: All right.

17 (Thereupon, a recess was taken in the meeting.)

18 MS. SPENCER: Okay. So, over -- on the caucus  
19 we drafted language that we hope will address the  
20 handbook content issue, we can look at that.

21 DR. MARSHALL: Point, Roman numeral IV, why  
22 does it just address AAC?

23 MS. SPENCER: It should be TPDC chair too.

24 DR. MARSHALL: Okay. I can fix that.

25 DR. MIEDEMA: That's good.

1 DR. MARSHALL: Good? Or slash.

2 DR. MIEDEMA: That's -- I just wanted to make  
3 sure that I understood the intent whether it's just  
4 the one council or both councils.

5 Okay. I hear the concern, I recognize where  
6 you guys are coming from, I would like to do a little  
7 review on this okay.

8 MS. SPENCER: Okay.

9 DR. MIEDEMA: So, if I could take this  
10 information. I did bring a pen drive with me so that  
11 at the end you can just copy that for me. I'd like  
12 to do a little review on that and then we'll come  
13 back. Okay. But I appreciate your willingness to  
14 address that with me just to give me a level of  
15 comfort.

16 MS. SPENCER: Okay.

17 DR. MIEDEMA: I also wanted to address before  
18 we get too far down the pike here, under your  
19 proposed agenda the inversion handout that you  
20 provided to us and I've asked -- Darla and her team  
21 are going to take a look at each of those --

22 MS. SPENCER: Great.

23 DR. MIEDEMA: -- individually and we'll bring  
24 that information back just so that you know that it  
25 there be follow up to that because we want to take a

1 look -- if anyone was paid inappropriately we want to  
2 make those corrections. So, we'll take care of that.

3 And then my other thought was since the  
4 compensation is an important piece of it, maybe we  
5 should just move to Article 14 to try to work through  
6 that so that between compensation and wages and that  
7 article we could have that appropriately reviewed and  
8 approved by the 27th as Jack Parker had discussed  
9 earlier. So, rather than move to these, that was my  
10 thought is maybe we need to focus on Article 14.

11 MS. SPENCER: Well, we'll have to -- we're  
12 going to have respond to your offer next week. So,  
13 we should schedule a meeting Wednesday or Thursday  
14 next week and we'll give you a rely to the offer.

15 DR. MIEDEMA: But there's other things in  
16 Article 14 including some of the things that you put  
17 on your agenda. So, maybe we should focus on those  
18 rather than going through the order that is listed on  
19 this agenda.

20 MS. SPENCER: We can do that.

21 DR. MIEDEMA: That was just my thought is we  
22 can jump to 14 and start working on that one.

23 DR. MARSHALL: You want to work from the  
24 overhead, Lynn?

25 MS. SPENCER: Yeah, that'd be fine. Thank you.

1           You mind doing that or?

2           DR. MARSHALL: I don't mind.

3           MS. SPENCER: Okay. Everybody.

4           DR. MIEDEMA: Sorry.

5           DR. MARSHALL: It's okay.

6           DR. MIEDEMA: I just thought it might expedite  
7 things if we have an opportunity to talk about it.  
8 Of course, we won't look at the line 2487 yet. We  
9 won't look at those right now because those are the  
10 ones that we haven't addressed, but there other  
11 issues within 14 that we need to take a look at.

12           First comment that I've there was on line 2527  
13 of yours and that is the official transcripts are  
14 provided. Not that they're not important but we  
15 already addressed those in a different article. So,  
16 we don't need to repeat it here.

17           MS. SPENCER: Which article?

18           DR. MIEDEMA: It's in 11.3H.

19           MS. SPENCER: Okay.

20           DR. MIEDEMA: We don't need it in two places,  
21 one or the other is fine.

22           MS. SPENCER: We can look at that.

23 Potentially, yes, we can strike that.

24           DR. MIEDEMA: And then under 14.5, supplemental  
25 contracts. My numbers are a little different than

1           yours.

2           DR. MARSHALL:   What line number?   I'm sorry.

3           Or what number?

4           DR. MIEDEMA:   14.5, supplemental contracts.

5           DR. MARSHALL:   Okay.

6           DR. MIEDEMA:   And the question here is it says  
7           on line 2558, the recommendation form will be  
8           provided within thirty days after the work commences,  
9           that's if you're having a job outside the college,  
10          and that it will be submitted to the Board of  
11          Trustees.   Supplemental contracts do not go to the  
12          Board of Trustees.

13          MS. SPENCER:   Okay.   We'll have to get language  
14          in there.   Do you have a proposal?

15          DR. MIEDEMA:   It's just that in the event the  
16          monetary recommendations materially change, the  
17          effective board member will be notified, it just  
18          doesn't need to address that it goes to the Board of  
19          Trustees because they're not the ones that approve  
20          them.

21          DR. MARSHALL:   So, this would be struck is what  
22          you're saying, this phrase here?

23          DR. MIEDEMA:   Um-hmm.   It then also instead of  
24          saying supplemental contracts, we don't refer to them  
25          as contracts, we refer to them as supplemental

1 assignments. It's just a minor thing.

2 DR. MARSHALL: I'll just make a highlight of  
3 that.

4 MS. SPENCER: Yeah, highlight it. When you --  
5 you contract with a faculty member to do something in  
6 addition to their regular duties. Assignment. I'm  
7 just little wary of the word assignment which suggest  
8 it's something you are expected to do. Maybe -- I'm  
9 thinking out loud here.

10 DR. MIEDEMA: It's just that's the document all  
11 of practice, we don't refer to them as contracts.

12 MS. FERGUESON: Instructional pay form.

13 DR. MIEDEMA: It's called instructional pay  
14 form, it's not called a contract.

15 DR. LAMB: I have always wondered about that  
16 because the person being assigned it never signs it.  
17 If I'm -- I never sign and agree to anything. So, I  
18 have always wondered why we call them contracts.

19 DR. MIEDEMA: It's a supplemental assignment,  
20 you agreed to supplemental work.

21 MS. SPENCER: We're talking about curriculum  
22 coordinate -- or coordinators, program coordinators,  
23 college wide directors.

24 DR. MIEDEMA: Supplemental contracts or  
25 overload instruction. So, if I am paying you extra

1 to be a program manager, that's a supplemental  
2 assignment and you're getting supplemental pay for.

3 MS. SPENCER: Right.

4 DR. MIEDEMA: Pro adviser, any of those things.  
5 That's just not a term that we use is contract.

6 MR. MOATS: Is there a reason you don't? I  
7 mean, is there a reason -- going back to what Robert  
8 said, for your own protection it would seem like you  
9 would want the person that's agreeing to do this work  
10 to get this money to sign something that they're  
11 accepting the money for doing this work. Otherwise,  
12 what happens if you start paying them and they don't  
13 finish it.

14 DR. MIEDEMA: We don't ever have that problem.  
15 We don't.

16 MS. FERGUESON: We have a signed overload form  
17 that the faculty member gets.

18 MR. MOATS: I mean like program manager, okay,  
19 middle of the semester I decide I'm not going to do  
20 the work anymore, okay, or I don't make a conscious  
21 decision not to do it, I just get overloaded and I'm  
22 not doing the program manager duties, okay, but I've  
23 never signed anything agreeing to do it in order to  
24 get that money.

25 MS. FERGUESON: We can add a signature line on

1 the form.

2 MR. MOATS: I mean, I'm just wondering because  
3 most places it is called a supplement activity  
4 contract and it requires the college and the  
5 individual to sign it.

6 MS. FERGUESON: But you --

7 MR. MOATS: I just didn't know if there was a  
8 reason or you just hadn't thought about it.

9 MS. FERGUESON: Haven't really had an issue  
10 with the faculty member not -- or for that matter a  
11 staff. I mean, we can easily add a signature line  
12 for the faculty, but the provost office or -- usually  
13 has the documents stacking up.

14 DR. LAMB: I do have. So, unit members  
15 recommended for supplemental contract or overload  
16 instruction shall receive a pay form but we don't,  
17 those are all done -- does that say -- does that mean  
18 it is administration's responsibility to provide the  
19 form to the person?

20 DR. MIEDEMA: Well, for overload you do get the  
21 form because you have to submit the form. You don't  
22 necessarily get a form that says that you are getting  
23 paid for being program manager currently, but  
24 overload you do get the form.

25 DR. LAMB: So, during the summer we're not

1 bound by that? In other words, all we do is e-pass,  
2 there is no paper anywhere. We type it in the  
3 computer and the faculty member gets paid. The  
4 faculty members never know how much they're getting  
5 paid unless they figure out how to work Titan web.

6 MS. FERGUESON: Well.

7 DR. LAMB: I don't have an issue with that.

8 MS. SPENCER: I get that the language is not  
9 consistent with practice but let's look at putting  
10 something in there that does define supplemental  
11 contracts and keeps the language that says will be  
12 paid according to this article.

13 DR. MIEDEMA: Well, that's not a term we use in  
14 HR.

15 MS. SPENCER: Or supplemental.

16 DR. MIEDEMA: Yes.

17 MS. SPENCER: I'm not disagreeing.

18 DR. MIEDEMA: Absolutely. That was my question  
19 is that --

20 MS. FERGUESON: And we can -- if a signature is  
21 preferred, we can do that.

22 MS. SPENCER: That last sentence in that  
23 section, this section does not apply to staff and  
24 program development contracts or independent  
25 contractor agreements for special projects, we don't

1 have staffing program development.

2 DR. MIEDEMA: No, that needs to be deleted off.

3 DR. MARSHALL: So, this is going to be struck?

4 DR. MIEDEMA: Yeah, that's a program we don't  
5 have any longer. We haven't for a number of years.

6 MS. SPENCER: Do we have independent  
7 contractor?

8 DR. LAMB: Oh, yeah, I do a lot of those.

9 MS. SPENCER: Let's talk about that.

10 MS. FERGUESON: Well, they're not even  
11 subjected to collective bargaining, these are people  
12 outside of the college.

13 MS. SPENCER: That's what I'm wondering, what  
14 would that have to do with.

15 DR. MIEDEMA: It doesn't.

16 MS. FERGUESON: It doesn't have anything to do  
17 with it.

18 DR. MIEDEMA: I don't know why it was ever  
19 included in there in the first place other than it  
20 was just a non-issue and we never addressed it  
21 because we never paid attention to it.

22 DR. MARSHALL: Is there an agreement to strike  
23 that sentence?

24 MS. SPENCER: Tentatively, yeah, yes.

25 DR. MARSHALL: Can I do that?

1 MR. MOATS: But it changes all your line  
2 numbers, it makes it difficult to follow the line  
3 numbers for the rest of the stuff.

4 MS. SPENCER: Yeah, yeah, that's right. That's  
5 right.

6 DR. MIEDEMA: But my line numbers don't match  
7 your line numbers anyway.

8 MR. MOATS: Well, no, they don't. I'm already  
9 suffering from that problem.

10 DR. MARSHALL: Oh, let me add another comment.

11 MR. MOATS: What happened to just strike  
12 through.

13 DR. MARSHALL: No, don't go there.

14 DR. MIEDEMA: And the other thing is a minor  
15 thing that we're going to address throughout.

16 Under 14.6, monetary supplements, again it's  
17 not the Board, it's the college.

18 MS. SPENCER: I thought we changed that. Oh,  
19 no, we didn't.

20 DR. MIEDEMA: My little note on the side says  
21 change to college administration.

22 DR. MARSHALL: We're good, Lynn?

23 MS. SPENCER: Yeah, um-hmm.

24 DR. MIEDEMA: And that doesn't change your line  
25 numbers.

1           And then under D, 14.6D, supplemental  
2           instruction related duties, just a question that we  
3           probably need to have some kind of consensus on.  
4           Under 4 subsection A and it says it is the limitation  
5           of overload and it's just a question. Should we  
6           limit overload if you're also getting release time?  
7           It seems to be one -- because you don't have enough  
8           time we're giving you release time and then you're  
9           picking up all these extra classes anyway. So, what  
10          good did the release time do. Would it be better to  
11          pay it all as overload because you're working all the  
12          extra. So, maybe there needs to be some kind of  
13          limit on the amount overload you do with release  
14          time, or we just put it all as overload because  
15          you're really not getting a benefit. Not that it  
16          makes that much difference money wise, it's the same  
17          money, it's just it's an oxymoron when you say that  
18          you're getting release time and you're not because  
19          you're continuing to have to do extra.

20                 MS. SPENCER: So, you want to say if they're  
21                 their going to take the release time that you  
22                 stipulate somehow that they're not --

23                 DR. MIEDEMA: To a max or something.

24                 MS. SPENCER: Why?

25                 DR. MIEDEMA: I'm just saying --

1 MS. SPENCER: I see what you mean. I mean, it  
2 seems inconsistent but I don't know why.

3 DR. LAMB: We could also call it reassignment  
4 instead of release time because we all know you're  
5 not released from work. Well, I mean, it is, it's a  
6 reassignment. Whatever.

7 MS. SPENCER: That's good.

8 DR. MARSHALL: So, the purpose for the release  
9 time is because you have extra work to do but it's  
10 not necessarily -- was that a stipulation of the job  
11 that you take the release time?

12 DR. MIEDEMA: For the DC you have two options.

13 DR. MARSHALL: Right.

14 DR. MIEDEMA: You either take one three credit  
15 release and get ten thousand or you take two three  
16 credit releases and you get seventy-five hundred.  
17 The money is not the issue, it's the idea that, just  
18 what you said, you're not getting released, if you're  
19 doing all this extra overload, you're not getting  
20 released, you'll still working in excess of a  
21 thirty-five hour work week. So, call it release time  
22 seems likes an oxymoron.

23 MR. MOATS: I think Robert's got a good point  
24 though it's not that you're being released, you're  
25 being reassigned. Instead of a class, you're being

1 assigned to do department chair functions. If the  
2 person believes that they could handle like say a  
3 seven course load, okay, and particularly if they  
4 have done that before and shown that they can, but  
5 now they're going to be a department chair and they  
6 still want to do the equivalent of seven courses,  
7 it's not that they're being released from two  
8 courses, it's two of their courses that time block is  
9 being reassigned as a department chair.

10 DR. MIEDEMA: I understand that. My concern is  
11 still the same concern that I have with faculty doing  
12 double and triple overload is can they handle it.  
13 So, if we don't want to change that, then I will --  
14 that's easy enough to handle because I'll ask for  
15 anyone who has release time and has overload in  
16 excess of certain amount of points to be reviewed by  
17 the provost as approved like we do current overloads.  
18 We don't want people to be in the position of being  
19 overwhelming and getting halfway through the semester  
20 and getting sick because we've had these situations  
21 occur. It was just my thought here. It can be  
22 handled managerially because I'll just have the  
23 provost bring those -- any department chair who is on  
24 overload in excess of sixty points will be presented  
25 to that group.

1 MS. SPENCER: Do you find it's a problem? I  
2 mean, you have a lot of administrators who with  
3 pretty heavy workload responsibilities and they teach  
4 overloads too. Do you find that's across the board  
5 an issue?

6 DR. MIEDEMA: We look at everyone's overload,  
7 who does excess of the points established in the  
8 contract.

9 MS. SPENCER: I mean, apart from the --

10 DR. MIEDEMA: And we bring everybody to the  
11 provost council so that it's not one provost making a  
12 determination of whether or not this continues.  
13 Laura has been there when we've had those  
14 discussions. Because we've had some pretty hefty  
15 requests and we watch that and we monitor it very  
16 closely throughout the semester to make sure we're  
17 not getting to an overload and so far we've been  
18 pretty good about not overwhelming anyone, though you  
19 can't ever say that someone's medical leave was  
20 related to the fact that they taught too much.  
21 You're never going to have a cosmic effect. The one  
22 area that we have not looked at has been with this  
23 area with people with release time and we can apply  
24 the same type of a rule that we're reviewing those  
25 things as a the appropriate body to make sure that

1 we're not putting anyone into a position that it's  
2 creating.

3 MS. SPENCER: Just a quick, do you bring that  
4 same scrutiny to bear when your administrators are  
5 teaching overloads? Do you also look at that or has  
6 that been the same part of the discussion?

7 DR. MIEDEMA: Administrators don't teach  
8 overload, they one or two or three classes as an  
9 adjunct.

10 MS. SPENCER: Right.

11 DR. MIEDEMA: And, yes, we do monitor them as  
12 well.

13 MS. SPENCER: So, we can -- reassignment might  
14 be a better word.

15 DR. MIEDEMA: But it's fine if we want to just  
16 do it through that provost process. Right?

17 MS. HANDFIELD: Um-hmm.

18 DR. MIEDEMA: I'm looking at my provosts here.  
19 So, we don't need to worry about that one.

20 DR. MARSHALL: So, am I going to strike this?  
21 Just delete it?

22 DR. MIEDEMA: Just delete the comment, wheel  
23 address it through our administrative process.

24 And then there was a question down under E in  
25 that same section. Would you consider splitting

1 applicants? The idea being if two people want to  
2 split the responsibility of the department chair.  
3 And we have done that for program managers where we  
4 have two people that have split the position of  
5 program manager. So, I do not have an issue with  
6 that, we just need to get an agreement from the two  
7 parties of who gets the release time and when.

8 MS. SPENCER: Okay.

9 DR. LAMB: Could I ask a question?

10 MS. SPENCER: Um-hmm.

11 DR. LAMB: Because that's about to happen to me  
12 next year. Are we talking about serving concurrently  
13 or one semester at a time?

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

15 DR. MIEDEMA: That's what it says, how the pay  
16 and release will be divided and how the division  
17 responsibilities would be divided. I would say that  
18 that's probably something that would need to be  
19 discussed at the time that it comes up. I would have  
20 a little bit of concern to make sure that there's  
21 good coordination if you're doing it one semester at  
22 a time simply because the continuity for the  
23 remaining faculty for the whole year. But it's  
24 certainly possible. And if there's a reason for  
25 doing that like you're going to go on sabbatical, it

1 makes perfect sense. So, I think there's a lot of  
2 things that go into it. That's why I like the idea  
3 of just saying we are going to do this. And number 4  
4 should probably say we will -- there will be  
5 agreement on how that is divided among the two so  
6 that both parties know what their responsibilities  
7 are.

8 In health sciences when we did this with  
9 program managers, one program manager says I'll do  
10 the curriculum piece, the other one says I'll do the  
11 student management piece. Fine. They divided up  
12 their workload that way and that's fine, I don't have  
13 a problem with that.

14 DR. MARSHALL: Does 2 cover what your concern  
15 is?

16 DR. MIEDEMA: That's -- um-hmm.

17 MS. HANDFIELD: Is the two faculty members are  
18 mutually agreeing or is that an agreement with the  
19 provost?

20 DR. MARSHALL: That's number 2.

21 MR. MOATS: I think it would to be easy to  
22 clarify that it's all three.

23 DR. MIEDEMA: Yes, absolutely.

24 DR. MARSHALL: Say that again, Michael. I'm  
25 sorry.

1 MR. MOATS: On 2 it says mutually agree, the --

2 DR. MIEDEMA: All parties.

3 MR. MOATS: All parties shall mutually agree.

4 DR. MARSHALL: All parties.

5 DR. MIEDEMA: The tall parties versus the short  
6 parties. Yeah.

7 MR. MOATS: Well, I would say must because they  
8 may choose not to agree and then it doesn't happen.

9 DR. MIEDEMA: And they will mutually agree.

10 DR. MARSHALL: And then this can come out?

11 DR. MIEDEMA: Yes.

12 DR. MARSHALL: We don't have to worry about  
13 that piece, is that right?

14 DR. MIEDEMA: That is correct.

15 DR. MARSHALL: And that whole piece we're  
16 comfortable with?

17 DR. MIEDEMA: Yes.

18 DR. MARSHALL: This is your comment.

19 MS. SPENCER: Yeah. So, we want to make sure  
20 that that's -- we can either refer to appendix B or  
21 specify that one is for the first year and one for  
22 the second year and subsequent year.

23 DR. MIEDEMA: I agree, we need to have that  
24 spelled out so that there's not a question.

25 DR. MARSHALL: As designated in?

1 DR. MIEDEMA: As designated in appendix B.

2 Hopefully it's still appendix B.

3 DR. MARSHALL: It's not but I'll fix it.

4 MS. SPENCER: On that program coordinators, I  
5 have a question. It says a thirty-five hour work and  
6 I know we've had that language in there for a while  
7 but do the program coordinators work thirty-five hour  
8 work weeks? We have several program coordinator on  
9 the Melbourne campus, for example, do they work  
10 thirty-five hours a week?

11 DR. MIEDEMA: All faculty work a thirty-five  
12 hour work week.

13 MS. SPENCER: Right. I mean, but is it a  
14 scheduled thirty-five hour week? This is suggesting  
15 it's scheduled, scheduled for thirty-five hour work  
16 week.

17 DR. MARSHALL: What line are you, Lynn?

18 MS. SPENCER: I am looking at 6, item 6. It's  
19 line 2631.

20 DR. MIEDEMA: The idea behind this was that  
21 they're working a full schedule, they're not getting  
22 release. It does not mean that it's scheduled and  
23 that it's on campus.

24 MS. SPENCER: I'm sorry, I was distracted  
25 there. Sorry, what was it?

1 DR. MIEDEMA: The idea here is that a program  
2 coordinator works a full week just like a faculty  
3 member does which is thirty-five hours a week. It  
4 does not mean that all thirty-five hours are  
5 scheduled sitting in their office on campus.

6 MS. SPENCER: Okay. And that's the  
7 understanding too for program managers as well?

8 DR. MIEDEMA: Yes.

9 MS. SPENCER: Okay. Thank you.

10 DR. MIEDEMA: The idea being that it's not  
11 release time. There's not a release time in there.

12 MS. SPENCER: Can you back up -- can you go  
13 back up to the language that you changed to the?

14 DR. MARSHALL: For department chair.

15 MS. SPENCER: Um-hmm. So, for 3 you said  
16 provide in writing to the supervising administrator  
17 an outline of the division...

18 DR. LAMB: We can talk about that later.

19 Sorry.

20 MS. SPENCER: Okay. Thank you.

21 DR. LAMB: I didn't mean for you to see that.  
22 I'm moving my notes off my computer.

23 MS. SPENCER: I'm sorry, I thought that a  
24 message there.

25 DR. LAMB: Pay no attention.

1 DR. MARSHALL: Line 2637 is next.

2 DR. MIEDEMA: That was just a rewording, it  
3 doesn't change the intent at all. It just -- and it  
4 doesn't have to make a change, it's just more  
5 grammatically pleasing.

6 MS. SPENCER: We think release time we don't  
7 right now have that option for the college-wide  
8 coordinators, should we make that a parallel option  
9 and who -- in the DC language it's the option of the  
10 DC to have additional release or reassignment time or  
11 have the full salary, do you want to have those  
12 options available to your college-wide coordinators,  
13 for example? Because there we're dealing with people  
14 who have, like Robert, for example, the choral  
15 director, the theater director, where reassignment  
16 time or release time might be actually something that  
17 would benefit the college as well as the faculty  
18 members.

19 Oh, okay. Go ahead. Debra Marshall suggested  
20 that we have a separate meeting this summer to sort  
21 out the program coordinator, program managers the  
22 responsibilities. If you'd like to do that, we can  
23 defer that.

24 DR. MARSHALL: Perhaps not the next meeting but  
25 the one after that we would set aside just to address

1 cleaning up that language for all those different  
2 positions, how they're identified, how they're paid.

3 DR. MIEDEMA: That's fine. 14.7, ADPA, you  
4 have that listed on your --

5 MS. SPENCER: Before we move on to that, 14 --  
6 up there at number 8, annual payment for coaching and  
7 coordinating duties will be based on the schedule in  
8 appendix B. We don't have anything scheduled for  
9 coaching duties.

10 DR. MIEDEMA: No, in the past before we moved  
11 into our current athletic plan we had more faculty  
12 who were acting as coaches with the limited programs  
13 that we had and there was a payment schedule for  
14 them. I'm not aware of faculty in that role now. We  
15 had several of them at one point in time. And so  
16 that's a left over from those days.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: So, we probably need to strike  
19 it.

20 MS. SPENCER: Just highlight that and we'll  
21 look at it striking that maybe.

22 DR. MARSHALL: Sure.

23 DR. LAMB: We have left over from, as I  
24 understand it, our relationship with the public  
25 school system and how in the public schools

1           everybody's a faculty, but then when you get assigned  
2           to these allied things you get an extra contract or  
3           whatever you call it, a pay assignment. I know that  
4           that's the case with choral directors and folks like  
5           that, it involves people who have an overall college  
6           responsibility and a responsibility to the -- to  
7           represent the college to the public and to go to  
8           nighttime events and board meetings and things like  
9           that, that's what it's for, but as we change as a  
10          college, you're right, so much of the staffing in the  
11          athletic department now is -- it's staffing rather  
12          than faculty responsibility, but we can certainly --

13                 DR. MIEDEMA: We can always address it if we  
14                 have a situation that comes up with a supplemental  
15                 contract.

16                 DR. LAMB: Sure. Pay assignment.

17                 DR. MIEDEMA: Pay assignment.

18                 DR. LAMB: Same thing.

19                 DR. MIEDEMA: I was trying to make sure I used  
20                 the right vernacular. But a pay assignment and  
21                 that's how we refer to them.

22                 And the reason we started moving away, now that  
23                 I had a minute to think about what Michael's question  
24                 was a few minutes ago as far as why we don't call  
25                 them contracts, is we moved away from that with

1 adjunct pay. We don't call them contracts anymore,  
2 we call them pay forms because we had some situations  
3 in which we needed to remove an adjunct in the middle  
4 of a semester for performance issues and by not  
5 having contracts, having an assignment, all we did  
6 was it was an assignment. So, for consistency sake  
7 we now refer to all of them as assignments. That's  
8 where they came. I had to think about why did we  
9 make that change but I remember there was a good  
10 reason.

11 All right. ADPA.

12 MS. SPENCER: Debra, you have in your -- we  
13 gave you a little handout, there's some language in  
14 there that cleaned up that section.

15 DR. MARSHALL: This has not been changed, it  
16 was too big a change to handle in the contract. So,  
17 just the handout that you have has some suggestive  
18 language.

19 MS. SPENCER: Can you pull that up on the  
20 screen?

21 DR. MARSHALL: Maybe.

22 DR. MIEDEMA: And the purpose of the change in  
23 the language?

24 MS. SPENCER: Some of it's to clarify what we  
25 adopted last year, the discussions where we took the

1 unclaimed awards and distributed those by lottery.

2 DR. MIEDEMA: My quick review of the  
3 information while we took a break, I didn't have a  
4 problem with the content and the changes, the only  
5 question I have related to this is the specificity of  
6 deadlines. We had made a change in the contract  
7 prior to say that it begin in January and ends in  
8 April and we had taken out all of those other  
9 specific dates and now they're back in and that's my  
10 question is if I know that it has to start by January  
11 and has to finish by April, I can figure out that  
12 timeframe we're in between as long as we say the  
13 opportunity will be posted for thirty days. Let me  
14 figure out what date I'm putting in. They don't all  
15 have to put them up on the exact same day, we just  
16 have to come up in the same timeframe, framework.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: And that way if someone does  
19 happen to be sick on the last business day in  
20 January, they haven't violated the contract.

21 DR. MARSHALL: I think the only reason that the  
22 specific dates for here was in trying to work it out  
23 in our minds what that --

24 DR. MIEDEMA: And that is the date. Those are  
25 the dates that we're going to do but rather than say

1 those specifics dates in there, let us work backwards  
2 and let me harass the provosts because they haven't  
3 submitted their stuff on a timely enough basis. I'm  
4 looking at Sandy and smiling because she always has  
5 hers done.

6 DR. MARSHALL: We can work on that.

7 MS. SPENCER: Yeah, absolutely.

8 DR. MIEDEMA: So, that was my only question in  
9 there. But the dates are pretty close to what we'd  
10 to do anyway.

11 The only question that I have now, I always  
12 have a question, the Tier 2, it got a little bit  
13 tight to get the Tier 2 review done lottery and the  
14 information sent to the president in order to meet  
15 that April 15th date. It can be done but it did, it  
16 did squish our timeframe up a little bit and it  
17 became a little bit of a challenge. So, what I would  
18 recommend going forward is that the quicker we can  
19 get the Tier 1 done, the more the opportunity would  
20 have for the TPDC committee to look at those things.  
21 Because they were meeting on a Friday and trying to  
22 get me the information by noon so that I could get it  
23 in and I did pressure them and I apologize for doing  
24 that, but I was just trying to get the timeline. I'm  
25 looking at Debra because she was the one I was

1 harassing.

2 MS. SPENCER: What the total awards that were  
3 recovered through that?

4 DR. MARSHALL: Pardon?

5 MS. SPENCER: What were was total awards that  
6 were recovered through that second process?

7 DR. MARSHALL: Four.

8 MS. SPENCER: Four?

9 DR. MIEDEMA: Um-hmm.

10 MS. SPENCER: That's good.

11 DR. MARSHALL: How many total awards are there?  
12 Is there -- it's a percentage.

13 DR. MIEDEMA: It's a percentage based on  
14 cluster and what we have done -- you would think that  
15 there would be twenty-six because there's two hundred  
16 and sixty-two faculty but there's more than that  
17 because what we do is if a cluster has thirteen, we  
18 give you two. If a cluster has twelve, we give you  
19 two. If a cluster has nineteen, we give you two.  
20 So, there's a few more than that. I believe there  
21 was about thirty-five if I remember right. And don't  
22 hold me to that because that's off the top of my  
23 head, but it's posted, information's posted on the --

24 MS. SPENCER: Yeah, Dr. Kennedy said that.

25 DR. MIEDEMA: Um-hmm, but that's what we do is

1 we round up.

2 DR. MARSHALL: Back to the contract?

3 MS. SPENCER: Yes.

4 DR. MARSHALL: Which part do you want to go to?

5 MS. SPENCER: We need to address -- if we're  
6 doing 14 -- oh, you were talking about that. 14.10.  
7 Is there anything before that you want to look at?

8 DR. MIEDEMA: No, I'm fine until 14.

9 MS. SPENCER: So, how did that work out?

10 DR. MIEDEMA: I think under 14.10, the  
11 professional learning activity support, I think it's  
12 a good idea, we need to work towards it. I think we  
13 have a little bit of a two prong approach with this  
14 and I need to get some clarification on what the goal  
15 is. My understanding when we started this process  
16 last year is that number one was the approval of the  
17 content of these seminars and whether or not we could  
18 for a continuing contract. We wanted to make sure --  
19 faculty wanted to make sure that the intensity, that  
20 they were learning something that was of significance  
21 that would be counted towards a continuing contract.  
22 So, that was one issue and that has been addressed  
23 through the committee, they have done those reviews,  
24 they've made their recommendations and that support  
25 that has worked very well.

1           The second part of it was, my understanding  
2           again, that there was a concern that maybe not all  
3           campuses have the same access to funding as other  
4           campuses. That's the piece that became a little more  
5           difficult to manage is there are conferences that  
6           come up all the time. So, to have a deadline like  
7           you can for the content that says if you want this to  
8           go into continuing contract, you must submit this by  
9           this date. There could be something that comes along  
10          that you want to travel two next week, you've already  
11          missed that deadline. So, maybe you can't call it  
12          for continuing contract but we can still help you  
13          fund it. So, that's where I think that we need to  
14          have two prongs to this process. One is the  
15          establishment of a process we already have which is  
16          the review of content and I think that was done very  
17          well, I was very happy with the outcome that we had  
18          there. The second is do we still have a concern with  
19          the availability of funds being different on  
20          different campuses in which case we need to put that  
21          funding into a centralized area and have it managed  
22          from that centralized area which is separate from the  
23          review of the didactic components of the training.

24                MS. SPENCER: Well, when we introduced that  
25                and -- first let me say the work the TPDC did to get

1           that up and running and get that application in  
2           place, that's pretty amazing considering all the  
3           other things we had to deal with this semester.

4           DR. MIEDEMA: They worked hard.

5           MS. SPENCER: They do work hard. But I recall,  
6           and this is where we come to a discussion of the  
7           intent of it, the intent was in going from a three  
8           year tenure process to a five to seven year tenure  
9           process, the access to opportunities for conferences  
10          and presentations for the newer faculty, this was  
11          seen as an opportunity to provide that in a  
12          visible -- in a way where the faculty would have some  
13          say over how the funds are disbursed. It's a  
14          relatively small amount of money and then the  
15          language was written so that not only the content  
16          would be approved by the TPDC but no funds would be  
17          disbursed without the consent of the TPDC. And then  
18          we talked about this we sent up through the CTE,  
19          Center for Teaching Excellence, so that became a  
20          clearing house for that index. You know, that's  
21          where that budget index was contained. Are we still  
22          looking at the same process? Because my  
23          understanding was the TPDC would look at those  
24          proposals and prioritize them and make a decision,  
25          okay, you get a thousand dollars, this gets a

1 thousand dollars and that gets a thousand dollars and  
2 you divvy up the money so that faculty knows that  
3 it's there. Are we are we talking about shifting  
4 that decision as to what gets funded to?

5 DR. MIEDEMA: The recommendations that came  
6 were for approval, they didn't have a cap on how much  
7 was going to be given to each individual.

8 MS. ANDERSON: Do you want me to speak to that?

9 MS. SPENCER: Yes, could you? Thank you.

10 MS. ANDERSON: Okay. The process was that we  
11 did establish the guidelines for approval for the  
12 activities and so we established the guidelines, a  
13 form was developed for submission and then the  
14 faculty requested funding through submission of that  
15 form with an estimated amount of monies that they  
16 would need to participate in that activity, whatever,  
17 it might be attending a conference, you know. We had  
18 a list of priorities and those were shared with  
19 everyone. And then we -- so a faculty member would  
20 not have to go through filling out the travel form to  
21 submit their request, we approved the activity, we  
22 did not approve the disbursement of funds, we did not  
23 do that. We approved their participation in the  
24 activity and it is not -- I didn't understand it to  
25 be yes, then this activity will be approved for

1 continuing contract. We -- that was not part of the  
2 process because there are other things that are, that  
3 are, that are being considered as the list of those  
4 guidelines for approval. I think its licensing fees  
5 and those types of things, professional membership,  
6 it's not just attending a conference. So -- and we  
7 had nothing to do with the expenditure of funds. We  
8 didn't approve it after the fact.

9 We approve the activity for funding, that was  
10 our process. We established guidelines based on a  
11 survey sent out to the faculty as to what they  
12 would like to see funded through those monies, we  
13 established those guidelines and a list of priorities  
14 and approved activities. Because the process takes  
15 time to develop, it didn't happen at the beginning of  
16 the fall term.

17 MS. SPENCER: Oh, yeah.

18 MS. ANDERSON: And that expectation. If it was  
19 an expectation --

20 MS. SPENCER: No, we didn't have an  
21 expectation.

22 MS. ANDERSON: So, that's how we understood the  
23 process and that's how we went through the process.  
24 So, A-1 has already been -- the first part of that  
25 has already been done. We haven't assessed the

1 results of the initial yet.

2 MS. SPENCER: Okay. Maybe we need to do a  
3 little further work on that and talk about that a  
4 little further. You have recommendations or?

5 DR. MIEDEMA: Well, I haven't drafted language  
6 but I can certainly put something together on that.  
7 That's what I'm saying, the process was established  
8 for the rigger of the programs and the approval for  
9 the programs, then we had to look at the funding and  
10 there was some confusion with faculty. I ended up in  
11 my office making travel arrangements for people  
12 because they didn't do their own travel arrangements.

13 MS. SPENCER: Oh, boy.

14 DR. MIEDEMA: Yes. I had to follow through  
15 with everyone's travel form myself to make sure that  
16 it was all done because that's -- because nobody was  
17 quite sure how to handle those pieces of it. So, it  
18 did become a rather interesting process this year to  
19 try to -- and then as soon as the fifty thousand was  
20 spent I got eight or ten more requests for travel,  
21 I'm going, okay, now where do I try to find money for  
22 this. So, between now and July 1st I have ten  
23 dollars left in my budget account because I've tried  
24 to fund as many of these as I can and I have no money  
25 in my own accounts to do anything but that's okay

1 because it was an inaugural year of taking a look at  
2 it, but I do need think we need to look at the two  
3 processes that are involved in that.

4 MS. SPENCER: Maybe that's something we could  
5 do over the summer.

6 DR. MIEDEMA: We just really need to take a  
7 look at how we're doing that. That was my concern  
8 there. But I think the process they went through as  
9 far as reviewing was very good because if people want  
10 to access, we need a review of the content not just  
11 because I really would like to go down the river in a  
12 river boat should I get money from the college.

13 DR. MARSHALL: Can those forms be combined just  
14 for this particular purpose? Can the travel forms be  
15 attached with that? I mean not for you to approve  
16 but just combined with it so that when you do your  
17 approval the form moves forward filled out. Does  
18 that make sense?

19 MS. ANDERSON: I think it will depend on  
20 whether's going to be two submission dates. I think  
21 it has -- it needs to be discussed. Because of the  
22 short timeframe we had for submission, we did not  
23 want faculty to have to go through filling out that  
24 travel form because it's a real pain, and getting the  
25 signatures on the travel form and whether the

1 signatures have to have it before. So, I think --

2 DR. MARSHALL: Yeah, I didn't know what the  
3 process was so I was trying to clarify for myself.

4 MS. ANDERSON: So, we just didn't want to have  
5 to deal with travel forms.

6 DR. MIEDEMA: I understand that and why fill  
7 out the travel form if it's not going to get approved  
8 at that level, why go through that hassle  
9 particularly now that we have more state restrictions  
10 on travel including having to have specific  
11 justification for any out of state travel. So,  
12 there's a lot of hoops that you have to go through  
13 before you finally get a check.

14 MS. ANDERSON: And some requests may not even  
15 involve travel.

16 DR. MIEDEMA: Right.

17 MS. SPENCER: Okay. Can we look at Article 8  
18 there's a couple three things in there we can  
19 address.

20 DR. MARSHALL: Which part, Lynn?

21 MS. SPENCER: The DC language, we had -- oh,  
22 let's do the DC language.

23 DR. MARSHALL: Can you tell me a line number or  
24 article number? I got it.

25 MS. SPENCER: .16?

1 DR. MIEDEMA: 8.12.

2 MS. SPENCER: 8.12. Thank you.

3 DR. MARSHALL: Line 1513.

4 MS. SPENCER: Not on mine but. This was about  
5 department chair selection. You actually had some  
6 suggestions about you had sent in your handout. So,  
7 we're talking about same issue here. With respect to  
8 E learning, whether that was a division or campus and  
9 faculty who are eligible for those divisions. So, we  
10 had suggested putting in there that -- we talked  
11 about this at the table, faculty who teach two or  
12 more classes in E learning would be eligible if they  
13 met all the other requirements, five years of  
14 service, department chair.

15 DR. MARSHALL: Are you referring to the  
16 handout?

17 MS. SPENCER: Yes, I was looking for it and I'm  
18 just not seeing it and I was going where the heck is  
19 it.

20 DR. MIEDEMA: Thank you. I was trying to find  
21 that and I don't see that.

22 DR. MARSHALL: It's another one of those pieces  
23 that was pretty substantial so we didn't want to --

24 MS. SPENCER: No, it's not, this is the office  
25 hours? Am I not seeing it?

1 DR. MARSHALL: Okay. If you're talking  
2 about --

3 MS. SPENCER: I'm talking about the DC.

4 DR. MARSHALL: I don't think that that was  
5 something that we addressed in our meeting.

6 MS. SPENCER: Okay. We talked about it but.  
7 Okay. Let's deal with the office hours then, the  
8 proposed language then.

9 DR. MARSHALL: So, you're talking about the  
10 handout, right?

11 MS. SPENCER: Yes, let's just do that since  
12 we're on that. So, there's been some confusion about  
13 the original language in the contract, how that  
14 relates to office hours and faculty responsibilities,  
15 where those office hours should be served, whether --  
16 in the original -- in the contract as it exists now  
17 ever faculty member has the right or the opportunity  
18 to have five of their office hours online, the office  
19 hours can be -- should be scheduled over four days  
20 and not less thirty but in increments, all of that  
21 language that says you can do in ten -- the rest of  
22 them in ten minute increments and you can them in the  
23 classroom or you can have them in your office,  
24 there's language in there about publically accessible  
25 locations. So, the understanding or the intent of

1 the language was to allow faculty members some  
2 flexibility in the scheduling of those hours so that  
3 they could meet student needs and this language is  
4 drafted in an attempt to clarify points of confusion.  
5 There has been in some places an expectation that  
6 those hours have to be on campus four days a week and  
7 that was not part of the original language. So, this  
8 was an attempt to clear that up.

9 DR. MIEDEMA: Did not the original language say  
10 over four days?

11 MS. SPENCER: It did. It did.

12 DR. MIEDEMA: And you're asking to change it to  
13 three days?

14 MS. SPENCER: Well, the change here is with  
15 respect to some of your concerns about faculty on  
16 campus. So, the original language allowed faculty to  
17 schedule across four days but my understanding of the  
18 contract intent was not that that meant you scheduled  
19 them on campus, it meant that you would have four  
20 consecutive days where you had office hours and I  
21 think that's where we were having disagreements about  
22 what that meant.

23 MR. MOATS: Some of those days could have been  
24 online office hours that did not require you to be on  
25 campus.

1 MS. SPENCER: Right. So, what we're  
2 suggesting, and I'm not real comfortable with this  
3 but, that we could say that faculty will commit to  
4 three hours, or three days physically on campus or  
5 their scheduled hours. That's sort of a compromise  
6 between the four -- your interpretation that that's  
7 supposed to be four days and our interpretation that  
8 that's not at all what that says. And that may --  
9 that might help with respect to your concerns about  
10 faculty availability to students. You seem intent on  
11 that issue of the physical presence of the faculty  
12 member, though I don't think -- we had only anecdotal  
13 evidence of whether that was how students contacted  
14 their instructors and dealt with them. So, this was  
15 an attempt to address that concern.

16 DR. MIEDEMA: So, the other issue that was  
17 related to office hours were -- the discussion was  
18 how many are online versus how many are face-to-face  
19 and I don't see that in this language here.

20 MS. SPENCER: That language about online, all  
21 faculty members may schedule a maximum five hours of  
22 office time online.

23 MR. MOATS: That's straight out of -- that's  
24 the current language.

25 DR. MIEDEMA: But we had talked about 50% of

1 your office hours able to be online. If someone is  
2 not teaching a full load because they have release  
3 time so that they're only doing seven hours, now five  
4 hours of that is online means only two hours of  
5 face-to-face. That's why I had suggested that the  
6 language may be that you could spend up to half of  
7 your required office hours online or at another site.

8 MS. SPENCER: My understanding of this is as  
9 faculty members we're required to schedule ten office  
10 hours.

11 MR. KOUKOS: Does release time affect your  
12 office hours?

13 MS. SPENCER: And it doesn't affect that.

14 DR. MIEDEMA: I want clarification because  
15 that's been a question.

16 MS. SPENCER: And further down I think -- did  
17 we include that language, Debra, we were working on  
18 it, about release or we struck that? It doesn't  
19 affect -- I mean, if you have release time you still  
20 have a responsibility for ten scheduled hours.

21 MR. MOATS: And you still have ten office hours  
22 obligation.

23 MS. SPENCER: The release time only deals with  
24 contact.

25 MR. MOATS: Classroom time.

1 MR. KOUKOS: Instructional contact.

2 MS. SPENCER: Classroom contact, yeah. So --  
3 and this was the question that came up before when  
4 you had talked about the different types of  
5 scheduling. Somebody's on a twelve week contract and  
6 all their class -- or twelve week -- they're teaching  
7 twelve week classes, does that mean they don't have  
8 to be on campus, that's not what that means, you  
9 still have a responsibility to be scheduled for those  
10 hours, those ten hours.

11 DR. MIEDEMA: That's what I'm asking because as  
12 I read this I don't see that it addresses the  
13 questions with the question marks before, we still  
14 have some question marks and that's what I was trying  
15 to get some clarification on. If we, if we say  
16 that -- if the understanding is clear under .2 that  
17 each faculty member shall publish and maintain a  
18 total of ten office hours even if on release time,  
19 then I have a better comfort level that we all have a  
20 clear understanding because I have heard people say  
21 that they don't have to because they have release  
22 time.

23 MS. SPENCER: Well, no, you --

24 DR. MIEDEMA: I'm telling you --

25 MR. MOATS: Is there a place in the contract

1 where speak to release time?

2 MS. SPENCER: No, maybe we should.

3 MR. MOATS: I mean --

4 DR. MIEDEMA: Release time does not impact --

5 MR. MOATS: Well, maybe the simple solution is  
6 in Article 3, definitions, we just define release  
7 time slash reassigned time. Faculty member may be  
8 reassigned to other duties instead of class time as  
9 part of their fifteen hours class life.

10 MR. KOUKOS: Instructional time, yeah.

11 DR. MIEDEMA: That does not impact the other  
12 points.

13 MR. MOATS: The fifteen hours instructional  
14 load requirement is all that's being reassigned.

15 MS. SPENCER: Right.

16 DR. MIEDEMA: And that's what I'm saying. I --  
17 it seems to be a minor point but I do get that  
18 question, why do I have to do that, I'm on release  
19 time so I should only have to do seven and a half  
20 hours.

21 MR. MOATS: And I think a very simple blanket  
22 statement all faculty are required to post ten hours.  
23 I mean, it doesn't matter who you are, what you're  
24 doing, you're required to post ten hours.

25 DR. LAMB: Do you want me to find that now or

1 do want to --

2 MS. SPENCER: Let's define it now. Do you want  
3 to define it now? I'm sorry, I'm asking you.

4 DR. LAMB: I will admit as a department chair I  
5 am one of those folks who thought that if I get one  
6 class release time, I got one fifth less.

7 DR. MIEDEMA: Exactly.

8 DR. LAMB: Because it's on the form, but when  
9 you read the state statute there is no release time.

10 DR. MIEDEMA: We have to account for, we have  
11 to account for twenty-five hours of student contact,  
12 that's the law.

13 MR. MOATS: I mean, you could conceivably based  
14 on the law and based on the language, you could  
15 conceivably choose to release someone from both  
16 office time and class time, but unless that was  
17 specifically stated in the release or reassigned  
18 agreement, I mean, I would say that absolutely no,  
19 they're being released. And particularly when you  
20 think of the way release is specified, thirty points,  
21 okay, the points only apply to classroom  
22 instructional time.

23 DR. MIEDEMA: I agree, and that's why I was  
24 bringing that point up is that the law is clear, our  
25 points are clear but the perception over years have

1 skewed and we have some individuals that say I don't  
2 have to do that because. Now, if there's ever an  
3 audit of that, they're going to come and ask me why I  
4 allowed that. Because the law tells me I have to  
5 have twenty-five hours. So, that's why I just want  
6 to get that clarity.

7 DR. MARSHALL: So there's a place to start only  
8 applies to classroom instruction time. We can also  
9 put does not include.

10 DR. MIEDEMA: All other requirements persist or  
11 something to that.

12 MR. MOATS: I would just -- for clarity I would  
13 do release slash reassignment.

14 MS. SPENCER: I think that's a good idea too.  
15 Assignment.

16 DR. MIEDEMA: Assignment. Semantics, sorry.  
17 I'm learning from the humanities people to be a  
18 little more attuned to my syntax I guess.

19 DR. MARSHALL: There we go.

20 MR. MOATS: And actually that -- I mean, that  
21 statement is correct as part of it but we're really  
22 defining what it is. I think that we should state  
23 that it is time.

24 DR. MIEDEMA: Reassigned from the classroom.

25 MR. MOATS: Reassigned from classroom

1 obligation.

2 DR. LAMB: Instructional duty.

3 DR. MARSHALL: Say it again, Michael, please.

4 MR. MOATS: Reassigned from instructional load.

5 DR. MIEDEMA: What about E learning?

6 DR. MARSHALL: I believe I put something on  
7 that handout for E learning.

8 DR. MIEDEMA: No, I'm just saying as far as  
9 release time.

10 MR. MOATS: Yeah, I would argue that E learning  
11 is the time that you're spending on -- your learning  
12 is still classroom time.

13 DR. MIEDEMA: But I'm saying is that going to  
14 be viewed by E learning faculty as excluding them.

15 DR. LAMB: It's on online classroom.

16 MR. MOATS: Only applies to instructional time.

17 DR. MIEDEMA: Yeah, I would just say  
18 instructional time instead of classroom because  
19 you're instructing online as well, you're not --

20 DR. EARLE: Could you maybe put a comma not  
21 advising hours?

22 DR. MARSHALL: Here?

23 DR. EARLE: Yeah.

24 DR. MIEDEMA: That makes it pretty clear.

25 DR. MARSHALL: Advising?

1 DR. EARLE: Um-hmm.

2 MS. SPENCER: In the progress on the automation  
3 of the load point system, how is that going?

4 DR. MARSHALL: Are we having a meeting next  
5 week?

6 DR. MIEDEMA: Laura's on the committee, that's  
7 why I'm looking at Laura.

8 MS. SPENCER: On our load point form Niko  
9 pointed out we have advising hours released. We have  
10 a thing on there for advising hours release. Do we  
11 want -- it is, there's two different categories. So,  
12 we want to change that or.

13 DR. MIEDEMA: Yes. Okay. That makes me  
14 happier.

15 Then my next question is on number 3 where it  
16 says all faculty members may schedule a maximum of  
17 five hours office time online. And then A says if  
18 they're teaching distance they can replace another  
19 hour for every hour that they're online.

20 MS. SPENCER: That was the language that's been  
21 in the contract for six years. It's worded a little  
22 bit clearer but it --

23 DR. MIEDEMA: This is where my question comes  
24 up. Somebody could end up not having to be on campus  
25 at all.

1 MS. SPENCER: Like your online instructors.

2 DR. MIEDEMA: For office hours.

3 MS. SPENCER: Yeah.

4 DR. MIEDEMA: So, if they're teaching half time  
5 online they don't ever have to do an advising hour  
6 face-to-face.

7 MS. SPENCER: So, like Chuck and Sally and Joe.

8 DR. MIEDEMA: I'm talking about people that  
9 teach half time online. Because five hours  
10 automatically can be at a site not on campus. So, if  
11 they teach two or three classes online, now they  
12 don't have to have any advising time on campus.

13 MS. SPENCER: Right, if that's part of their  
14 regular load, that's part of their basic academic  
15 year contract, I would think that would be the case.

16 MR. PARKER: Is that right for our students  
17 that they have --

18 MR. MOATS: That's the current language.

19 MR. PARKER: I know but we're always trying to  
20 improve everything, right. We're always trying to  
21 improve everything. So, is it right for them that  
22 they could have a faculty member here but never have  
23 an opportunity to see them on campus.

24 MR. MOATS: Well, that's not really true. All  
25 this says is they would not be required to schedule

1 and post an on campus office hour, but they're not  
2 relieved from the obligation to make appointments to  
3 meet with students when a student asks for it. Okay.  
4 They're always obligated to do that. If a student  
5 makes a request for an appointment, reasonable  
6 request for an appointment, obviously if they say I  
7 want to meet you at midnight, they wouldn't have to  
8 do that, but if a student is not available to meet  
9 with them online or however else they're doing it,  
10 the student says I'm on campus, I need to meet with  
11 you on Tuesday at 11:00 o'clock in the morning, okay,  
12 then they have to make a reasonable accommodation to  
13 meet the student only if the student makes a request.

14 If you scroll down, I'm trying to remember --  
15 keep going. Item 7, student must schedule an  
16 appointment at a mutually agreeable time other than  
17 during a scheduled office hour. Okay. That gives  
18 the faculty member the opportunity, and again this is  
19 current language, the opportunity to say, well,  
20 because I had to meet in an hour other than my posted  
21 ten hours, then, you know, I want to take an hour off  
22 later this afternoon because I had to come in to do  
23 this with this student. So, that doesn't put the  
24 faculty member in a situation where they can  
25 conceivably wind up putting in eleven or twelve

1 hours. Okay. And again, that if I recall way back  
2 when was kind of for mutual benefit because we didn't  
3 want faculty members to be in a situation where they  
4 might argue, well, you know, I'm already putting in  
5 ten hours so I'm not going to make -- put myself out  
6 to come in to meet with you just because you can't  
7 come when I'm already here. Okay. Student comes  
8 first. So, if the student can't get there when the  
9 faculty member is scheduled and, you know, the  
10 faculty member makes the accommodation for the  
11 student but it doesn't require the faculty member to,  
12 in essence, put in overtime as far as office time.  
13 They're still putting in their required hours,  
14 they're just substituting an appointment in lieu of a  
15 posted hour.

16 MR. PARKER: Is there a percentage of students  
17 that, and I realize they have to meet their  
18 responsibility and do what they need to do to be  
19 successful, I get that, is there a percentage of  
20 students though that would shy away from an  
21 appointment and take advantage of office hours, is  
22 that the reason office hours exists because students  
23 are aware that their faculty member is at a certain  
24 place and certain time and to take advantage to walk  
25 in without creating -- without putting -- you know,

1       some students don't want to put someone else out.  
2       I'm just wondering if there's an advantage to some  
3       students to not have to make an appointment. Making  
4       an appointment is a relatively extroverted move, you  
5       know, and not all students may do that, they may just  
6       rather not bother the faculty member that much and  
7       meet them at their office the one or two hours that  
8       they may be there.

9               MR. KOUKOS: I could speak to that a little  
10       because on my syllabus, they can not meet with me  
11       without an appointment. Every class, every student  
12       has -- during my normal hours or outside that they  
13       have to make an appointment, they can't just walk in,  
14       you know, and that's because if I'm -- I need to know  
15       what I'm doing for the day, so they have to make an  
16       appointment, I mean, and that's during my normal  
17       office hours and they know that, it's listed on the  
18       syllabus and they're told the very first day of  
19       class. I know I'm not the only instructor who does  
20       that.

21              DR. MARSHALL: It ensures the student also when  
22       they make an appointment that you're going to be  
23       there for them and no one else is it going to  
24       interfere with that time. So, that's how I put it to  
25       my students, here are my office hours, please tell me

1 one or two days and times that will work for you, I  
2 will schedule you in, we will have uninterrupted  
3 time.

4 MR. KOUKOS: The last thing you want is three  
5 or four students showing up competing for the same  
6 time, then it's completely counter productive.

7 MR. MOATS: Or having a flock of people sitting  
8 in the hall outside your office getting upset because  
9 well I'm here during his office hours, why can't he  
10 meet with me. Well, he's already in there meeting  
11 with somebody and the person in there doesn't get,  
12 you know, put in a situation where they feel like  
13 they're not getting your full attention because  
14 you're just trying to get them out because you got a  
15 line waiting. And there are other faculty whose  
16 attitude is, you know, somebody wants to see me, I'll  
17 sit here all day long until I'm done.

18 DR. EARLE: I can tell you I've got an open  
19 door policy, all right, but there still some students  
20 who need to make an appointment time and if they  
21 don't they're going to get demoed.

22 MR. PARKER: Right.

23 DR. EARLE: So, appointment times are actually  
24 good structurally for both the students and the  
25 faculty member.

1 DR. MIEDEMA: See, I never did that once, I  
2 never made my students make an appointment when I was  
3 faculty, I just had my open office hours, never once  
4 did I make them make an appointment.

5 MR. MOATS: That's the way I was.

6 MS. SPENCER: Yeah, that's what I do too.

7 DR. EARLE: I'll come in on Friday for a  
8 student, you know, I'll come in on Saturday and I  
9 have done that.

10 DR. MIEDEMA: Yeah, I would do an appointment  
11 for off hours but during my regular hours I never  
12 asked my students to make an appointment. It's  
13 interesting to hear that because that's certainly not  
14 a way that --

15 DR. MARSHALL: I find that benefit too though  
16 because then a student that's coming to see you for  
17 office hours, you need to be prepared for that  
18 student and so that helps me to be able to get all of  
19 the paperwork I need to be able to make productive  
20 use of that twenty minute slot or that half hour  
21 slot. I can have that student's papers pulled up, I  
22 can have them already marked with whatever comments,  
23 I can direct them more easily and more readily.

24 DR. MIEDEMA: Just interesting.

25 MR. MOATS: Also I've found very few students

1       who actually took advantage of open door in some of  
2       my courses.  When I was teaching EMS it was very  
3       limited because every one of those people was working  
4       outside and they were squeezing class in between work  
5       and so they were in and out of class and that's  
6       why -- I mean, I spent a lot of office time really in  
7       the classroom before class or after class because,  
8       you know, unless my office was across the hall from  
9       the classroom, you know, they see I'm a captive  
10      audience, I'm walking out of class, they don't want  
11      to even have to walk over to the next building.  
12      Okay.  They want to get out to their car and get to  
13      work, but as soon as I started doing online office  
14      hours, I mean, people have taken advantage of it.  
15      And besides posting online office hours, probably the  
16      last seven or eight years I taught 90% of what I did  
17      was online in computer science.  I mean, I had people  
18      that were texting me and messaging me online all  
19      night long and, I mean, I'm sitting up until 3:00 in  
20      the morning sometimes helping students.  You know,  
21      you're not going -- obviously you're not going to get  
22      people taking advantage of that if they have to come  
23      on campus to do it.

24               MS. SPENCER:  I think we all want to make sure  
25      that the students have access to the instructors and

1           they need to and that they can talk to us about  
2           whatever their concerns are.

3           We did not -- I don't think we specified an end  
4           time to our meeting but we have been going at three  
5           hours. So, I mean, in fairness to the people -- to  
6           all of you, we should probably. But the future -- we  
7           should schedule a future maybe and allow a little  
8           more time if we need it.

9           DR. MIEDEMA: Do we want to try next Wednesday?

10          MS. SPENCER: Is Wednesday good or? Wednesday  
11          or Thursday, either one works.

12          DR. MIEDEMA: Yeah, you all had said last week  
13          that Wednesdays work fine for the summer.

14          MS. SPENCER: All right. So, Wednesday, does  
15          that work?

16          DR. MIEDEMA: Same time? Is there a better  
17          time? 6:30 in the morning?

18          DR. LAMB: Well, next week summer school so I  
19          teach every morning until noon.

20          DR. MARSHALL: I prefer the mornings if  
21          possible, or maybe we can rotate.

22          MS. SPENCER: Yeah, maybe we can do that.  
23          Maybe we'll do morning next week and then afternoon  
24          the following week.

25          DR. LAMB: I'll have to miss it.

1 DR. MIEDEMA: You miss one.

2 MS. SPENCER: Let's schedule the next one for  
3 next week for sure and see where we are from there.

4 DR. MIEDEMA: At 9:00?

5 DR. MARSHALL: 9:00 a.m. May 20th.

6 DR. MIEDEMA: And that's good because then we  
7 could have as long as we need.

8 MS. SPENCER: We should set an end time like  
9 tentatively we're saying 9:00 till.

10 DR. MARSHALL: We'll say tentatively noon  
11 again.

12 MS. SPENCER: That works.

13 DR. MIEDEMA: That's fine with me. And then  
14 we'll look at the next week.

15 MS. SPENCER: Same place.

16 DR. MIEDEMA: It's kind of nice meeting in  
17 there because we can bring the tables in and we have  
18 the overhead plus we have room for -- that's  
19 comfortable for any observers who want to be here.  
20 So, this has worked out quite well for us and I  
21 appreciate that. We'll go through some of this and  
22 try to be as articulate as possible for the next  
23 meeting. And I have a pen drive for you.

24 MS. SPENCER: Thank you.

25 (Thereupon, the meeting was concluded.)

C E R T I F I C A T E

STATE OF FLORIDA )  
( SS:  
COUNTY OF BREVARD)

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

DATED this 18th day of May, 2015.

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JILL CASEY  
Court Reporter

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