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EASTERN FLORIDA STATE COLLEGE

AND

UNITED FACULTY OF FLORIDA NEGOTIATIONS

MEETING

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TRANSCRIPT OF MEETING

DATE TAKEN: Monday, May 21, 2018

TIME: 1:00 p.m.

PLACE: Eastern Florida State College  
Melbourne Campus  
Building 8, Room 220  
3865 North Wickham Road  
Melbourne, Florida 32935

REPORTED BY: Lisa A. Bradshaw

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A P P E A R A N C E S :

EASTERN FLORIDA STATE COLLEGE:

- Sharon Cronk-Raby
- Dr. Sandy Handfield
- Dr. Linda Miedema
- Darla Ferguson
- Jack Parker

UNITED FACULTY OF FLORIDA:

- Dr. Katina Gothard
- Robin Boggs
- Andrew Lieb
- Harold Zacks

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P R O C E E D I N G S

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DR. MIEDEMA: All right. I think we are about ready to get started. We've got people on the telephone.

Do you want to identify who you are?

MR. LIEB: Scott Herber, I know is on the line. He just texted me but he's supervising a lab so he's on mute.

DR. MIEDEMA: Okay. Anyone else on the phone?

MR. HERBER: Scott Herber.

DR. MIEDEMA: Okay.

MR. WHITEHEAD: Keith Whitehead.

DR. MIEDEMA: Okay.

MS. MESMAN: Melissa Mesman.

DR. MIEDEMA: Okay. We would just like to know in case we have questions, who to ask them of because I get tired of answering my questions here, so.

All right. Very good. Andrew went ahead and made a number of changes and updates to the whole contract so that we'd have one document that we can follow. So thank you very much for doing that.

A couple of the articles, Articles 1, 2, and 5; we had previously TA'ed and they were --

1 MR. LIEB: Put your phone on mute, please.

2 DR. GOTHARD: Put your phone on mute.

3 DR. MIEDEMA: So the documentation that you  
4 sent to me, there were no changes to that so we can  
5 continue with those three as being TA'ed; no  
6 problems.

7 We had talked about Article 3 and not closing  
8 that one out quite yet because we wanted to see if  
9 there were any additional definitions that we  
10 wanted to be added. Is that still your stance?

11 MR. LIEB: I think so, yes, at this point.  
12 Just simply, we've not found any others to add up  
13 through Article 12, I think, is what I told you we  
14 have been through.

15 But, I can't guarantee that there won't be one  
16 for the others, but I mean, I don't anticipate any.

17 DR. MIEDEMA: That's -- that's not a problem.  
18 I just wanted to make sure that we're still on the  
19 same wavelength.

20 And then, Article 4, which is General  
21 Provisions. We have not really talked about that  
22 at the table, but it's a very simple article.

23 It simply says that this agreement will last  
24 from 2018 through the first day of the 2021-22  
25 academic year.

1           So this is one that I think we can readily  
2           take a look at when we do a caucus to make sure  
3           we're ready to TA that one and then move on.

4           The only other change I would suggest in this  
5           article is under B-1, where it says that every year  
6           we negotiate Article 14, Economics of the  
7           Bargaining Unit. We should just modify that to say  
8           "non-wage," because we'll have addressed the wage  
9           under the three-year contract.

10          And we've understood that, but as long as  
11          we're opening up the whole contract, now is a good  
12          time to clarify that. So that would be my only  
13          other suggestion in that article.

14          There are a couple of minor changes in  
15          semantics that Andrew did and there's no problems  
16          with any of those.

17          MR. LIEB: I did receive an e-mail from  
18          Dr. Earle addressing an issue you had, I think it  
19          was in 8.2B, and you had proposed some language or  
20          said this is something where we're thinking at --  
21          give me a second and I can pull it up.

22          DR. MIEDEMA: All right.

23          MR. LIEB: Just wanted to add in the verbiage,  
24          "in programs which require a year-round on-campus  
25          supervision, based on programmatic accreditation,

1 the program manager will be assigned a 195-day  
2 contract, 175 days each if co-managers, load points  
3 for the summer term will be based on 15  
4 hours/teaching times per week of the extended  
5 contract."

6 DR. MIEDEMA: Yes, we had talked about that.  
7 One of the areas that we want to address when we  
8 get into that article --

9 DR. GOTHARD: Please mute your phones.

10 DR. MIEDEMA: -- in earnest, and looking at  
11 the financials is that there is a difference in  
12 some of our programmatic accreditations that make  
13 requirements for faculty to be here or to be  
14 available during the summer and what does that  
15 mean? Does that mean physical presence? Does that  
16 mean telephone availability? What does that mean?

17 So that is something that we have addressed  
18 and rather than have a large, detailed agreement,  
19 that would be a comment that we would like to make  
20 sure that is addressed in here and if there's any  
21 other things that can be addressed through the  
22 appendix that has the wages on it, so that we can  
23 go ahead and move the contract through; even if we  
24 have to do a little bit of work in that area as we  
25 move along.

1           We would like to come to an agreement, because  
2           those of you who have worked in health sciences;  
3           some of our vocational programs; our public safety  
4           area; it's very difficult to figure out what those  
5           contracts really are because the contact hours --  
6           Sandy is smiling -- the contact hours are very  
7           different.

8           So we -- and every time we look at it, we face  
9           the same questions. Because somebody else submits  
10          one, somebody else is reviewing it and we all go,  
11          "Is this what we did last time?" So we'd like to  
12          have something a little more specific in the  
13          contract.

14          MR. LIEB: Would that be the verbiage that I  
15          just read and addressed that or do you want  
16          additional?

17          DR. MIEDEMA: That's the verbiage that I'd  
18          like to put in under the extended-year contract in  
19          that 8.2 section.

20          MR. LIEB: 2B?

21          DR. MIEDEMA: Yeah.

22          MR. LIEB: Okay. Because I don't think we  
23          have any issues with that language, honestly.

24          DR. MIEDEMA: No.

25          MR. LIEB: So it shouldn't be --

1 DR. MIEDEMA: And that was, the nice thing  
2 about that particular language is that faculty and  
3 staff sat down together and said what makes sense  
4 and what is required by our programmatic  
5 accreditation, so I'm real comfortable with that  
6 language.

7 MR. LIEB: Okay.

8 DR. MIEDEMA: Because it was done as a team,  
9 reviewing it.

10 MR. LIEB: All right. I've added it to my  
11 document which I'll e-mail out as soon as we --  
12 anything we talk about today --

13 DR. MIEDEMA: Thank you.

14 MR. LIEB: -- gets updated.

15 DR. MIEDEMA: All right. So that takes care  
16 of where we are with Article 4; we'll look at that  
17 during caucus.

18 Article 6; I received your comments and I can  
19 just share with you what some of my questions are  
20 related to Article 6 so that we can discuss again  
21 when we caucus.

22 I'm, kind of, pushing through this information  
23 a little bit because we really need to get to the  
24 financial end and I want to give Jack Parker enough  
25 time to present and talk and answer any questions



1           that may come up there, so I'm trying to push some  
2           of this into caucus rather than a lot of  
3           discussions, if we're in agreement.

4                     Under Article 6.1, which is the bargaining  
5           member rights, what UFF was asking is to change the  
6           last sentence that says, "The College agrees to  
7           give notice to the union and provide an opportunity  
8           to discuss or bargain any changes prior to  
9           implementation." UFF has requested that we change  
10          that language to "bargain."

11                    In consultation with our labor attorney, he  
12          says the law requires that we give you the  
13          opportunity to discuss and the right to do impact  
14          bargaining, but it does not say it has to be done  
15          prior to implementation. So I would like to take a  
16          look at that sentence a little bit. The article  
17          does end by saying, "nothing in this section  
18          precludes the union's right to impact bargaining."

19                    So you still have the right to do it, but it  
20          means we can start the process of making a change.

21                    And this actually happened recently with an  
22          issue that came up and Dr. Earle notified me that  
23          the union had an issue with a decision management  
24          had made and so we discussed it and we decided at  
25          that point in time, the impact bargaining would not

1           be handled between my table and your table, but  
2           between the two attorneys. So we're still waiting  
3           for the final feedback on what the attorneys came  
4           up with.

5           To me that's an appropriate way to do it and  
6           it shows that the system, as defined here, is  
7           working. So that -- that was the recommendation of  
8           our labor attorney.

9           And then take a look in --

10          MR. LIEB: The next one was 6.11.

11          DR. MIEDEMA: -- 6.11, thank you, sir.

12          MR. LIEB: You're welcome.

13          DR. MIEDEMA: And that is the Enhancement of  
14          Professional Skills.

15          The change that had been requested was that we  
16          would change to half of the \$3,500 being able to be  
17          awarded in either semester versus having to spend  
18          the \$3,500 first before you start reimbursement.

19          Mark Cherry has indicated to us that he  
20          anticipates that will probably cost an additional  
21          \$50,000 to the college because a number of our  
22          faculty, in his review, do not take classes both  
23          semesters. So this way they are qualifying one  
24          semester when they may not be taking classes the  
25          next semester.

1           So that needs to be included in our discussion  
2           on financial impact. I'm not saying we can't do  
3           it; it just needs to be included in that  
4           discussion. Okay?

5           And there was also a question, in that  
6           section, related to "See No. 6," and it says that  
7           "the individual who uses tuition reimbursement will  
8           commit to work for the college for one year for  
9           every year that the tuition reimbursement is being  
10          used." And UFF added, "If a faculty member is  
11          unable to meet the work commitment, the faculty  
12          member will reimburse the college." Just to make  
13          sure it was clear.

14          The question that came up was, I've already  
15          worked for ten years, so I've already done my ten  
16          years, so I can take reimbursement for the next ten  
17          years. So, I would like to clarify that it's  
18          moving forward, that you are continuing to work for  
19          the college. So if you did it this year, you work  
20          for us for a year. And that seems like a very  
21          small point, but sometimes we need to clarify the  
22          smallest points.

23          And then the other things I had a question  
24          about is 6.14, Vacancies and Transfers.

25          And the question I have is could you please

1 explain to me the process, the way you envision it,  
2 for someone who is requesting an in-college  
3 transfer?

4 Because when I read this it made it sound like  
5 you're giving up your right to make that selection  
6 and giving it to the provost and I don't think  
7 that's what you meant.

8 MR. LIEB: Actually, that is part of what we  
9 meant.

10 DR. MIEDEMA: Okay.

11 MR. LIEB: And the reason --

12 DR. MIEDEMA: I just wanted to make sure --

13 MR. LIEB: -- for that is, it's --

14 DR. MIEDEMA: -- because it surprised me.

15 MR. LIEB: What we're switching this or trying  
16 to more drive it to, is somebody that's already  
17 been hired by the college and we're saying, you  
18 know what, they're a good instructor and they've  
19 been satisfactory. If we are one college and not  
20 four colleges under one banner, they should be  
21 allowed to transfer to another campus if a vacancy  
22 is available in their discipline that they meet all  
23 the other requirements for.

24 Now, a provost, we didn't want to preclude and  
25 say it's automatic because sometimes the provost

1           has to have the right to make a managerial decision  
2           or discretion, and we wanted to make sure to allow  
3           for that. But having full-time faculty who have  
4           been, let's say, 15 years, then go through the  
5           entire full interview process, it seems a little  
6           bit burdensome to where they end up running both  
7           committees at the same time; the regular hiring  
8           committee and the full-time transfer request  
9           committee, to where it just muddies up the system.

10                 So what -- I have a form, too, that I can give  
11           you after caucus. I forgot to print it but I'll  
12           print it.

13                 DR. MIEDEMA: Thank you.

14                 MR. LIEB: Then -- that Holly earlier created,  
15           that, kind of, outlines that they'd have to fill  
16           out this form. It would have to be given to HR  
17           within so many days and that, provided that  
18           everything checks out okay, there shouldn't be any  
19           reason that we can't transfer them to another  
20           campus at their own preference.

21                 Actually, somebody printed it for me, so thank  
22           you. I'll hand that to you in a second.

23                 DR. MIEDEMA: Well, that just surprised me  
24           because faculty committees have been a very strong  
25           part of our hiring process, so when I saw that

1           there, I said it looks like they're giving up a  
2           committee and letting the provost --

3           MR. LIEB:   For the transfers, yes.

4           DR. MIEDEMA:  -- make the decision.

5           MR. LIEB:   Not for the hiring of new faculty.  
6           New faculty we still want to be the way that it's  
7           been, it's just with transfers, again, to where we  
8           want to, kind of, avoid the, I don't know, cliques,  
9           if you will, to where if somebody is a qualified  
10          instructor and they're good with students, but  
11          maybe, I don't like them and they're -- they want  
12          to come to my campus, this is so I find a way to  
13          torpedo that, now we're pitting full-time faculty  
14          against full-time faculty which is not ever,  
15          really, a productive process.

16          DR. MIEDEMA:  And is this a grievable decision  
17          of the provost?

18          MR. LIEB:   Personally, I would say that I  
19          don't believe so, but I need to run that by  
20          Dr. Earle to make sure that I'm not speaking out of  
21          turn.

22          Is it a grievable decision if the provost says  
23          no, I don't want you to transfer to my campus?

24          Because the only thing that we have written  
25          into the new language was that it would -- they

1           need to be provided in writing reasons for not  
2           allowing the transfer.

3           DR. EARLE: I don't know. Can we take  
4           24 hours to think about it?

5           MR. LIEB: Sure.

6           DR. EARLE: I would have to ask Michael. I  
7           honestly don't know.

8           DR. MIEDEMA: I didn't know either. That's  
9           why -- this is probably the only section in the  
10          whole contract that came as a surprise to me.

11          DR. EARLE: Mmm-hmm.

12          DR. MIEDEMA: So --

13          MR. LIEB: I did realize I forgot to include  
14          in there, when there was a transfer, "if more than  
15          one faculty member has requested a transfer to the  
16          open position, the provost will use the point  
17          system below to determine the person receiving the  
18          transfer."

19          We just mirrored the same things, the point  
20          system, that we use for the involuntary transfer  
21          because why reinvent the wheel.

22          DR. MIEDEMA: Okay.

23          MR. LIEB: So I'll send that to be with this  
24          update as well. I just realized this morning --

25          DR. MIEDEMA: Okay.

1 MR. LIEB: -- I didn't include it.

2 DR. MIEDEMA: That, I would -- that, I would  
3 appreciate.

4 And the last one that I had in that article  
5 was 6.16, and the faculty mentoring steering  
6 committee is a committee, not a council, and you  
7 list it as a council.

8 MR. LIEB: Oh. You're talking about under  
9 6.16A, "the college will maintain --

10 DR. MIEDEMA: Correct.

11 MR. LIEB: -- three councils," I'll just put, I  
12 can add in "or committees."

13 DR. MIEDEMA: I just want to make sure we  
14 haven't changed the --

15 MR. LIEB: No, the name's not changed to the  
16 best of my knowledge. Tina, no, right?

17 DR. MIEDEMA: -- the idea of the two councils  
18 was the administration's attempt to increase shared  
19 governance because AAC is very specifically  
20 governance-mandated or governance-related and so is  
21 TPDC. And faculty mentoring is enrichment, so it  
22 just didn't, kind of, fit in there.

23 But committee, it's an important committee and  
24 I would like to make sure that they are represented  
25 here.



1 MR. LIEB: Okay.

2 DR. MIEDEMA: So I didn't have a problem with  
3 that except I thought we suddenly had changed to  
4 three councils.

5 MR. LIEB: No. It's still a committee. I  
6 just missed that one.

7 DR. MIEDEMA: And the other question I had in  
8 that section is it says that, "the college and UFF  
9 Brevard will mutually develop goals for the TPD and  
10 the AAC."

11 I have been doing that with the chair of the  
12 TPDC and the chair of the AAC and not with UFF  
13 Brevard leadership. Is that an issue?

14 I do their evaluations. At the same time I'm  
15 doing their evaluations we start to look at their  
16 goals because I'm going to be holding them  
17 accountable to make progress towards those goals.

18 But I haven't sat down with the leadership of  
19 UFF Brevard to say these are the goals we have  
20 established.

21 MR. LIEB: I think the biggie for us is  
22 probably going to be to just make sure that we're  
23 maintaining the mutual agreement between UFF  
24 Brevard and the administration when it comes to the  
25 handbooks because the handbooks are what drives

1           them.

2                   I think we could sit down and develop mutual  
3 goals that way. If it's been working the way that  
4 it has, I'll talk during caucus and see if that's  
5 something we need to --

6           Yes?

7           DR. EARLE: Scott usually runs them by me.

8           MR. LIEB: Okay.

9           MS. NORRIS: You usually get a copy of ours  
10 too.

11          DR. EARLE: Yeah, we do too, yeah.

12          MS. NORRIS: Yeah.

13          DR. MIEDEMA: Well, the person I sit down with  
14 is the chair.

15          MS. NORRIS: With the chair.

16          DR. MIEDEMA: And their responsibility, then,  
17 would be to review with you.

18                I just want to make sure that I wasn't  
19 breaking the rules, Laura, by sitting down with you  
20 and saying here's what we've come up with for the  
21 TPDC goals.

22          DR. EARLE: I see you often enough.

23          DR. MIEDEMA: You don't want to meet with me  
24 again, to go over the goals?

25          MR. LIEB: I think as long as we're being open

1           about the goals, and that thing, it's not going to  
2           be a problem.

3           DR. MIEDEMA:   And that's it, what I had in 6.  
4           Which might be enough to talk a little bit about,  
5           unless you would like to go ahead and talk a little  
6           bit about financial?

7           MR. PARKER:   Sure.   It's your pleasure;  
8           whatever you want.

9           MR. LIEB:   Before we do that, did you guys  
10          have a chance to -- because I know in Article 7, in  
11          your e-mail, you said you preferred to keep the  
12          existing language and as we've stated, we have an  
13          issue with the 7.2 version of it.

14          We did give you guys, last time, two examples;  
15          one that would have been good for 7.1, where it  
16          delineates more specifically to help you guys out  
17          on your end, and then, the other one was for what  
18          we could write in there for subsequent bargaining  
19          section.   Have you guys had a chance to review  
20          that?

21          DR. MIEDEMA:   Based on the feedback I got from  
22          the attorney, his recommendation is that we keep  
23          the language that's there, because this is the  
24          language of the law.   So that's something we can  
25          discuss further, but that is one --

1 (Interruption.)

2 It's new. I thought I was being arrested.

3 Sorry about that.

4 MR. LIEB: Okay.

5 DR. MIEDEMA: So that -- but that's the  
6 discussion that we've had so far.

7 MR. LIEB: Okay. So probably at some point,  
8 we'll want to continue to talk about 7.2 then, for  
9 sure.

10 DR. MIEDEMA: Yes.

11 MR. LIEB: Okay. We can either go to money or  
12 we can press on, like, I'm not sure how far you  
13 were able to get through the other ones and what  
14 other areas that we're concerned with.

15 DR. MIEDEMA: I went through everything you  
16 sent to me.

17 MR. LIEB: I believe it.

18 DR. MIEDEMA: With a fine-toothed comb, so  
19 we're ready.

20 But I think there's some urgency with looking  
21 at coming up with a financial package so we can  
22 make sure that that information gets to budgeting  
23 before the board meeting which comes up in June.

24 So I would -- I think this is probably a good  
25 stopping point --

1 MR. LIEB: Okay.

2 DR. MIEDEMA: -- to take a look at where we've  
3 gone so far and take a look at financials and then  
4 take a caucus and then we can come back and we can  
5 progress further.

6 Jack Parker has been the one working  
7 specifically with Dr. Richey and Rich Laird on the  
8 budget. So I'm going to defer that conversation to  
9 him because I'd like to stay out of the money part.

10 MR. PARKER: You good now to do it?

11 MR. LIEB: Sure.

12 MR. PARKER: We gave Dr. Richey a recap of the  
13 last meeting and feel free to tell me, Andrew, if  
14 we were off base. I don't know how that went.

15 My perception of it was a lot of very educated  
16 people in a room that got all the problems that  
17 we're dealing with from the State of Florida. They  
18 get it. It does not make the message any happier,  
19 so I said that I think the people in the room  
20 understood, understood the situation; we're the  
21 only state college being cut this year.

22 Everybody was aggravated about that as we are.  
23 We had one of the biggest cuts last year;  
24 back-to-back it puts us in a very untenable  
25 position. I said, personally, I think they

1 appreciated that you going out on a limb like you  
2 did and you did the last time, of trying to come up  
3 with something and -- but again, the numbers are  
4 just not resonating as joyous and you can  
5 understand why; but I, again, I don't think there's  
6 any anger, it's just disappointment.

7 So he basically called myself and Mr. Laird  
8 and Linda and Mark Cherry, and we got together  
9 again and he said I'd like to really push to see  
10 what we can do. The Armageddon here is if we don't  
11 get gold.

12 Gold, basically, brings us to a standard of  
13 no-increases, kind of zeroes us out at about  
14 2.9 million. We're all, kind of, counting on that  
15 because with the other cuts, it doesn't give us the  
16 money to fund any faculty raises, but at least it  
17 doesn't hurt us.

18 But it's a big assumption because it's an  
19 eight or \$900,000 difference if you go to silver.  
20 And even though we're in the middle of the pack of  
21 the gold, you just don't know how they calculate  
22 things and you won't know for a while. And even if  
23 we get gold, that just -- that just basically  
24 brings us even and if we didn't do anything for  
25 faculty, that's about where we would be to have a

1 flat budget.

2 So that's where Mark is nervous, but we had a  
3 very strong conversation about the gold funding  
4 because if we do get gold, is there any way that we  
5 could push harder on the offer? And what he came  
6 up with is he said "I'd like you to do everything  
7 we can and I'd like to you up the offer to one and  
8 a half, two, and two and a half," which, I believe,  
9 is a percentage point and a half over the last one.

10 And he said, "Jack, please try to explain as  
11 best you can that this is money that we don't have  
12 and heaven forbid we don't get the gold funding,  
13 we'll really have problems, because gold funding is  
14 going to fund the rest of the organization and  
15 we've got to figure out how to cut the organization  
16 to come up with these dollars."

17 Now, hopefully, the additional dollars will  
18 start coming in, that's the thing about these  
19 budgets. Next year or the year after we'll  
20 probably start seeing an uptick with revenue; this  
21 is the way it happens. But you just don't know.  
22 And what Mark was trying to warn us and he -- he --  
23 we drew it out on a piece of paper for me to read  
24 is that just one and a half, although, that doesn't  
25 sound like a lot, that's \$270,000. And then, next

1 year, at two, that's \$360,000, the 270 for this  
2 year does not go away next year, it gets added to  
3 it. It's a recurring amount of funding.

4 So next year, basically, becomes -- I mean,  
5 the first year of our contract is 270, the second  
6 year is 360 plus 270, and the third year is 270,  
7 plus 360, plus 450. It's a -- it just continues to  
8 build upon itself, which, again, normal financial  
9 years, when you're bringing in additional revenue,  
10 that's how you fund your recurring expenses. The  
11 problem is when you're not bringing in additional  
12 revenue; it becomes a heck of a snowball.

13 What are you going to do? So those three  
14 years alone are 1.98 million of recurring -- of  
15 funding that's building on itself that has no hope  
16 of being paid for anywhere other than cutting  
17 expenses in the college. So when, Andrew, your  
18 team brings up hey, you need to cut this or do  
19 that, I think that all those things are going to  
20 happen just, automatically.

21 I don't think the UFF has to be the bad guys  
22 and point at certain areas that need to be cut.  
23 That just happens when you get a decent deal on the  
24 table during a very bad financial year, is it  
25 causes guys like Mark Cherry to go to work finding



1           that couple of million dollars to cut over the next  
2           three years.

3                     We don't have to be super aggressive this  
4           first year, in hopes that revenue will start to get  
5           better, but if it doesn't and it's very possible it  
6           won't, all of a sudden next year -- this year  
7           you're going to see some pretty substantial cuts to  
8           make this happen. Next year they could be very  
9           substantial. You're going to be losing people that  
10          you love and like, staffers.

11                    Things like that happen if the revenue doesn't  
12          pick back up. So we're sort of all betting on the  
13          fact revenue will pick up. If it doesn't, we're  
14          still hedging our bets that faculty are worth the  
15          effort and if we have to make some very serious  
16          cuts that actually bleed, then faculty are worth  
17          that. We'll do what we have to do in a worst-case  
18          scenario.

19                    So that's what we're looking at right now, is  
20          a three-year deal, one and a half, two, two and a  
21          half. And the problem is we're dealing with the  
22          same, you know, we always want to go in with good  
23          intentions, talk about finances and get it done at  
24          the beginning of negotiations cycle; it always sort  
25          of lags, because it's the toughest thing to talk

1           about. It's nobody's fault.

2                   And, plus, we never have a good picture until  
3 right around now. And then, unfortunately, I have  
4 to pressure you in the fact that Mark Cherry needs  
5 information by the 30th in order to compile --  
6 Wednesday the 30th is when he goes into his think  
7 tank and they, basically, do all the cuts necessary  
8 to make year one of this three-year agreement work;  
9 and that has to be presented before the board.

10                   So he told me, Jack, my very latest cutoff,  
11 because Dr. Richey said, Jack, get everything done  
12 by next Monday, but Mark said my very latest  
13 cutoff, Jack, is Wednesday at 5:00 p.m. I can't go  
14 any later than that. So Wednesday the 30th at  
15 5:00 p.m. we either have to have a deal or we don't  
16 have a deal.

17                   If we don't have a deal, what typically  
18 happens at that point, is the budget just goes in  
19 and there's no funding for year one. There's  
20 nothing there because there's nothing to justify  
21 it. Some people may say well, just do a plug  
22 number, but the problem with a plug number is in  
23 order to come up with these dollars, we actually  
24 have to cut eight or nine people, probably, real  
25 people. And you hate to just cut them proactively

1           because you might come up with a deal sometime next  
2           year after the summer.

3           So, basically, that generally doesn't happen.  
4           So it will get funded. Everything just goes into  
5           a, kind of, zero. It makes it very difficult for  
6           us to strike a pretty good deal, three-year deal.  
7           It will be, something like a  
8           zero-something-something. So it makes it very  
9           hard, coming up midsummer, August, or September or  
10          whenever we're negotiating the agreement, it makes  
11          it very hard to have a decent first year, because  
12          the money's already set.

13          So that's Mark's plan, the 30th; he said the  
14          30th by 5:00 p.m. please. So I would recommend, I  
15          know that's a lot to swallow today, but I would  
16          recommend that we may have another negotiation the  
17          early part of next week. I know Monday is a  
18          holiday, maybe Tuesday. We can risk it and have  
19          one Wednesday, but the last time we did that, that  
20          made for a very tough day.

21          I think we finally pulled it off at the last  
22          minute but there's a lot of stress on that day so  
23          we may want to do it Tuesday with a possible day of  
24          Wednesday, really just solely focus on the wage  
25          article. And articles that are -- that are

1 important to the wage article, like the tuition  
2 reimbursement that seems to be important to you.

3 That has an impact as this is all the money.  
4 This is basically everything. So if there's  
5 anything else, it is a financial, we just restrict  
6 that to one day. That would be my recommendation  
7 is that we get together Tuesday and try to really  
8 hash that out and, hopefully, that will be  
9 acceptable to you so that -- hopefully, a time  
10 that's agreeable to all of us. But that would be  
11 the goal is to try to get it knocked out by  
12 Wednesday at 5:00 if we could.

13 I hope that answers some of your questions. I  
14 know it's better news than we brought last time.  
15 It's still not, again, it's still not what you  
16 deserve, we know that, but it's just a matter what,  
17 you know, how or what can you do when the times are  
18 as bad as they are? Again, this is the kind of  
19 number, too, that, I don't know if it matters to  
20 you, but this is the kind of number that's got Mark  
21 very nervous.

22 These are hard numbers to hit when your  
23 revenue is flat and going down. So you've got to,  
24 he says I'm looking at \$2 million of expenses,  
25 Jack, I don't have the money for. And, then also,

1           it also means that there's nothing else, not,  
2           again, that that's, that's I try and make you guys  
3           feel bad about it.

4           Your job is to represent yourselves but you  
5           know you love your staff and you love your team,  
6           you love the people who are with you that help you  
7           get the job done. Everything is completely off the  
8           table. That's every penny in the organization, so  
9           they'll get zero. That's just what happens.  
10          Faculty comes first.

11          So but that's scraping the cupboards and then  
12          some as far as Mark's concerned and he's a little  
13          nervous about it. So anyway, we'd like you to  
14          think about that and that's a formal offer, one and  
15          a half, two, and two and a half and then we  
16          hopefully give you time to think about it and then  
17          maybe come back and we have some good conversation  
18          about it --

19                 MR. LIEB: Yeah --

20                 MR. PARKER: -- whether it's today or next  
21          week.

22                 MR. LIEB: Yeah, we can definitely do that.

23                 I do have a couple of questions. I mean, I --  
24          one is what is the total amount that you are saying  
25          that you guys are able to find to deal with faculty

1           compensation in some way, shape, or form? Because  
2           the numbers that you gave me there added up to  
3           1.08 million but then you just said 2 million.

4           MR. PARKER: Well, right now it's 270 for the  
5           first year.

6           MR. LIEB: Correct.

7           MR. PARKER: That 270 has to be funded the  
8           second year because it's recurring.

9           MR. LIEB: Correct.

10          MR. PARKER: So you add it again plus the 360  
11          for the two percent.

12          MR. LIEB: Right. But it's going to increase  
13          the budget by 360 for the year, so we're  
14          increasing --

15          MR. PARKER: No, no, no. --

16          MR. LIEB: -- over three years by 1.8 million,  
17          right?

18          MR. PARKER: Here's the thing. Your budget  
19          is, yeah, your budget is -- it's those dollars will  
20          have to be found. They're real dollars; they have  
21          to be found so you've got to find 270,000 this next  
22          year. You've got to find it to fund that first  
23          percent and a half.

24          MR. LIEB: Mmm-hmm.

25          MR. PARKER: The second year you have to find

1           that recurring 270 because you're, you know, the  
2           base -- yes, your budget's going to go up 270,  
3           which makes it look like it only goes up 360, but  
4           the reality of it is it's going up the 360 plus the  
5           270 from where it is today.

6           So you're going up 270, then the second year  
7           of funding you're going up 270 -- you're staying  
8           the same at that higher 270, plus you're going up  
9           360. Then the third year, you've got your -- it's  
10          up 270 plus 360 and then you're going up again  
11          another 450.

12          All that's real money and that's the problem  
13          with recurring increases over three years is they  
14          build upon themselves and when you have an uptick  
15          or when you have an expected one or two percent  
16          increase in your ratings, generally you can direct  
17          those revenues to pay off those increases. When  
18          you're flat, or in a decline like we are, you don't  
19          have those revenues, so every one of those dollars  
20          just adds up; there's nothing paying them off.

21          MR. LIEB: Correct. And that's where I come  
22          up with the, by year three, the budget will have  
23          increased by 1.08 million.

24          MR. PARKER: Yes, but you have 1.98 million in  
25          there because of your two and your one that haven't

1           been funded.

2           DR. MIEDEMA:   And benefits.   Every time we do  
3           an increase --

4           MR. PARKER:   And benefits.

5           DR. MIEDEMA:  -- we have to increase --

6           MR. PARKER:   15 and 16 percent on that.

7           So you're looking at your total expenses --  
8           what Mark is trying to do right now ask find  
9           2 million real dollars, that's what he's trying to  
10          do.

11          MR. LIEB:   Okay.

12          MR. PARKER:  Yeah, so those numbers, again,  
13          for anybody keeping track are 270 for 1.5 percent,  
14          it's about a 180, a little bit more for every one  
15          percent.   So it's, 270 for year one; 270 plus 360  
16          for year two; 270 plus 360 plus 450, which is at  
17          two and a half percent for year three, for a total  
18          of six percent overall, a little bit more than that  
19          because it grows on itself and then 1.98 percent on  
20          top, for that total amount that we have to come up  
21          with of real dollars.

22          But, yeah, every year the budget is amended to  
23          reflect a higher amount, so Andrew is right, I  
24          mean, you are, you know, yeah, every year it's  
25          going to go up, but you're basing it now on



1 fictitious numbers, those numbers, it's not going  
2 up because of higher revenue, it's just going up  
3 because we're saying we are going to spend more.

4 MR. LIEB: Correct. I mean, we're spending --  
5 by year three we're spending 1.8 million more than  
6 we are currently spending is, well, what I guess  
7 I'm saying.

8 MR. PARKER: That's true.

9 MR. LIEB: So if we're doing an annual budget,  
10 which is what we do operate under, I don't know  
11 that we can add them all together. If we're  
12 looking at the first year budget, we have to deal  
13 with finding the 270; the next year we have to  
14 worry about dealing with the other two, but we  
15 don't get to count the year one again because we've  
16 already paid for it out of the previous year.

17 MR. PARKER: It depends, Andrew. It depends  
18 on how you find the 270. If you find the 270  
19 through cutting recurring expenses, which is the  
20 preferable way to do it, then yes, you have solved,  
21 at least, that 270 problem by cutting those  
22 recurring expenses. But sometimes you cut a  
23 variety of different things that may not be  
24 recurring.

25 Again, we don't know exactly how Mark's going

1 to do this, so we have a -- we have to look at the  
2 real dollars --

3 MR. LIEB: So it might be helpful to meet with  
4 him or have him here, which is why --

5 MR. PARKER: Well, he's --

6 MR. LIEB: -- we requested it several times.

7 MR. PARKER: He's, you know, he's a finance  
8 guy; he's not part of negotiating team. He's the  
9 guy that's putting all of the numbers together for  
10 us.

11 He's doing what we're asking him to do. He  
12 follows our direction and does it to the best of  
13 his ability and gives cautionary statements when  
14 we're pushing too hard, as he thinks we're doing  
15 right now.

16 But that's real dollars. If you had a company  
17 and you were getting ready -- and you had no  
18 revenue, no additional revenue, and you're getting  
19 ready to spend 270 year one, 360 and 270 year two,  
20 450, 360, and 270 year three; believe me, you count  
21 every one of those dollars as additional dollars  
22 that you have to come up with. You can't just  
23 assume they're going to be funded and paid for,  
24 because you haven't paid for them yet.

25 So and that's what Mark is going to be doing

1 Thursday and Friday, Saturday, and Sunday as he  
2 prepares that whole package, if we're able to  
3 agree, for the board for approval.

4 MR. LIEB: Okay. Was there anything in the  
5 proposal dealing with, we talked about raising  
6 starting salary or dealing with overloads, those  
7 kinds of things?

8 MR. PARKER: Well, on the raising starting  
9 salary, that is the kind of thing that you normally  
10 can raise starting salary when you have a banner  
11 financial year, because when you're raising  
12 starting salary to avoid compression, you're  
13 raising everybody. And a modest increase in  
14 starting salary would cost millions of dollars.

15 It's a -- and it's a -- and back when I was on  
16 the other side of the table, it's one of the  
17 arguments I would use all the time to try to get  
18 all the salaries up. Because if you can raise  
19 salaries and avoid compression, then everybody  
20 benefits.

21 And during banner financial years, it's a  
22 great -- it's a great strategy. It works because  
23 everybody wants higher salaries. Management team  
24 wants higher salaries; we all want to recruit the  
25 best people we possibly can, but you can't do what

1 a lot of places do, which is just arbitrarily raise  
2 salaries and not address your senior faculty.

3 Now, a lot of places do that, by the way, and  
4 we checked on some of those other schools and they  
5 have a habit of doing exactly that; raising  
6 starting salaries because we have the ability to do  
7 that. Just raise starting salaries.

8 But if we don't address the tenured faculty  
9 that are here, you create compression issues. If  
10 you do -- if you raise it a thousand, you might get  
11 away with it, 1,500 and you might get away with it.  
12 2,000 and you're starting to aggravate, you know,  
13 some of the newer faculty. But if you raise where  
14 we'd like to see it, I think, 45, 46 is some of the  
15 numbers we're throwing around last time. If you  
16 raise it arbitrarily 5- or 6,000, then you're going  
17 to upset all of your faculty so you have to, then,  
18 bump all your faculty. You should, in theory, bump  
19 them by the same amount; I think, would be the most  
20 ideal. And that would be wonderful.

21 And if you could take close to 300 people, and  
22 bump them by five grand, that would be great. But,  
23 of course, you're, instead of looking at what we're  
24 looking at, you're looking at something literally  
25 ten times more expensive that just can't be

1           afforded now.

2                    So probably not the best time to address  
3           starting salaries as a -- if I were to jump on the  
4           other side of the table, I would say it's a good  
5           strategy, but you may not want to use it right now,  
6           because there's not a lot of funds for it right  
7           now. It's something we could talk about in the  
8           future. You do -- I have seen other innovative  
9           ways of -- of trying to raise salary without  
10          upsetting senior people.

11                   You know, I've seen percentage-based decisions  
12          where, you know, you raise whatever this is, you  
13          take a percentage of that and you raise the  
14          starting salary a certain percentage so that every  
15          time we have a three-year deal we raise our  
16          starting salary a little bit; not enough to annoy  
17          our senior faculty but enough to address starting  
18          salaries. There is ways we can do that but it  
19          doesn't cost because we only hire about 20 a year?

20                   Linda, about 20, faculty a year?

21                   DR. MIEDEMA: About 20.

22                   MR. PARKER: So it's not a huge dollar amount.  
23          I mean, you know, if you were to raise starting  
24          salaries by a thousand, that's \$20,000, that's not  
25          a huge, plus fringe, so 23-24 grand to raise

1 starting salaries by a grand to 41. But it's also  
2 not a significant increase either.

3 But, you, you know, you can, if that's very  
4 important to you, we can start to address that in  
5 some kind of minimal fashion where every year we're  
6 doing something. But there's only so much money,  
7 you know, if you make it significant, then it's  
8 going to impact what this is. Because I don't  
9 think you're going to see any movement above that  
10 \$2 million every three years. I don't think you're  
11 going to see that. It's just not responsible for  
12 the president to go any further than he's at right  
13 now.

14 MR. LIEB: Okay. What I can do or what I can  
15 say is I can show you three different proposals we  
16 came up with and based on what you're saying now,  
17 they're quite different than what you guys are at,  
18 but, at least, it will give you an idea where  
19 we're, kind of, starting from. So we can then,  
20 take our caucus and see what we can figure out when  
21 we come back.

22 DR. MIEDEMA: Sounds good.

23 MR. LIEB: I also have in here, we talked  
24 about it in the past; one way to help out the  
25 EFSC's books was this sick leave buy-back program,

1 a tentative proposal that you guys can take a look  
2 at. It's rough at this point but it gives you an  
3 idea, you know, of another idea that we might be  
4 able to -- one it helps out, you know, those  
5 accrued liabilities versus, you know, helping  
6 faculty out some, too.

7 Okay? And then this is that form that we're  
8 thinking for the transfer request.

9 DR. MIEDEMA: Would you send me that Article 7  
10 documentation, again, too?

11 MR. LIEB: Sure.

12 DR. MIEDEMA: And we'll look at that one and  
13 we'll look at the other.

14 And we'll go across the hall?

15 MR. ZACKS: Is it open?

16 DR. MIEDEMA: I don't know. That's why I'm  
17 looking at you.

18 MR. ZACKS: Oh, okay.

19 (Break taken.)

20 DR. MIEDEMA: Okay. Where would you like to  
21 start?

22 MR. LIEB: When -- you guys had a chance to  
23 look over where we're coming from for the different  
24 areas, so I guess we can start there and what are  
25 you guys' thoughts?

1           I mean, because obviously, we're at a little  
2 bit two different places right now. Not saying  
3 that that's where we end up, but what were your  
4 thoughts and concerns?

5           DR. MIEDEMA: About the financial package?

6           The dollar amount that Dr. Richey authorized  
7 us to discuss today is the dollar amount; I cannot  
8 exceed that at this point in time.

9           Now, one of the things that we looked at, let  
10 me find my notes. When you were asking about the  
11 sick leave pool, I double-checked that with  
12 Mark Cherry and it is a liability on our budget but  
13 it's not funded, so there is no actual value to it.

14           As people leave and they retire, then they  
15 calculate what that amount would be and they pay  
16 that individual out of other funds. There's not a  
17 fund -- there's not a savings account sitting there  
18 that says sick leave. If you leave before you  
19 retire, you don't get any of it.

20           But he calculated it for me that based on  
21 average usage, if every faculty member cashed in  
22 one week's worth of sick leave, it would cost  
23 \$412,000 plus fringe benefits. We're just not able  
24 to do that. Even if it is legal and he's not sure  
25 that it's legal for us to do that. So that's the



1 concern related to sick leave.

2 I know it's not the answer that you want to  
3 here, but I did also want to point out that the  
4 college does value faculty and one of the ways we  
5 show that value is through the stipends that we  
6 offer. And I did a quick down-and-dirty review of  
7 stipends and between DC, program manager, program  
8 coordinator, cluster, rank, and those who got paid  
9 other stipends, whether it's for writing curriculum  
10 or other things, amounted to \$692,948 last year.  
11 So there is a value that the college is placing on  
12 the work that you-all are doing.

13 The range for stipends was anywhere between  
14 1,000 and \$23,500 for an individual faculty member.  
15 In fact, we had three faculty members who made over  
16 \$16,000 in stipends this past year. All in total,  
17 125 faculty received some type of stipend, so there  
18 is value there. Another 26 faculty members were  
19 able to get stipends for being club sponsors, in  
20 addition to other stipends that were done.

21 So we're not saying that we don't think it's  
22 valuable, we're saying budget is such that we  
23 really can't do any more than what Dr. Richey has  
24 told us we can do.

25 MR. LIEB: I hear you. My response to that

1 really would be we're seemingly able to budget a  
2 lot of different projects and all these different  
3 things and plan accordingly, we knew that this was  
4 coming up is the third year at the end of the  
5 contract, why were we not able to budget  
6 accordingly knowing that this was going to happen?

7 DR. MIEDEMA: There's a difference between  
8 budgeting for a project and budgeting for a  
9 recurring expense.

10 A project is over and done with. The money is  
11 done, it's buying a piece of furniture; it's not  
12 buying a house. There's a difference in how you  
13 budget with those types of items. Recurring funds  
14 have to be identified in order to have recurring  
15 expenses.

16 As I told you last time around, a year ago I  
17 cut \$1 million out of our budgets from the four  
18 campuses. Not one cent of that came from faculty.  
19 I cut positions, I cut people in positions in order  
20 to make budget. That's what we have to do in a  
21 tight money year.

22 MR. LIEB: One option, then, that we have is  
23 we can always go to a one-year deal.

24 And one of the options or ideas, after looking  
25 at your numbers and ours, we're looking at, okay,

1           increase the base salary 1,500 to give a flat 1,500  
2           raise and then have a percentage of the performance  
3           funding to be split equally as a stipend which is a  
4           non-recurring expense.

5           MR. PARKER: Okay. Let me grab that.

6           Okay. So you have 270,000 to work with for  
7           the one-year deal if you have a one-year deal.  
8           270, so let's add those things up, Andrew. What  
9           was the first thing you said?

10          MR. LIEB: 1,500.

11          MR. PARKER: 1,500 times 277 is 400,000, I'm  
12          guessing. And then fringe on top of that is  
13          16 percent, so another 60,000. So 460 for that  
14          amount of money right there, almost twice what you  
15          have available.

16          What else did you want, in addition?

17          MR. LIEB: A cut of the performance funding.

18          MR. PARKER: The performance funding, if --  
19          and that's a very reasonable request.

20          Performance funding would be great if you have  
21          revenues that allowed you to run your college like  
22          we would love. But we're counting on the  
23          performance funding at gold, just to give us a flat  
24          budget of the same revenue we had last year, in  
25          spite of the health insurance increases and the

1 increases we want to do for faculty.

2 We need that 3 million, hopefully, it's  
3 3 million, in gold funding and, hopefully, we get  
4 it just to be flat. And that doesn't pay us for  
5 anything that we're talking about here. That  
6 doesn't give us the first dollar. That's just to  
7 give us a flat budget. So there is no pot of  
8 performance funding that we can dip into as extra  
9 funding. And if it's silver, we have some major  
10 problems and it could be.

11 So that money is not available to dip into and  
12 grab because it's there just to balance the budget  
13 because of the cuts that we've received to our  
14 budget.

15 MR. LIEB: My counter to that is that we have  
16 9.7 million sitting in auxiliary funds and  
17 6.7 million sitting on a restricted, while we're  
18 required to keep 3 million, we're not required to  
19 keep any in auxiliary.

20 MR. PARKER: You have, you do have dollars  
21 that are non-recurring funds in accounts for  
22 capital building and stuff like that, but, I will  
23 tell you, it is not wise at all to start dipping  
24 into stagnant, straight funds for recurring  
25 funding.

1           MR. LIEB: And that's the stipend, it wouldn't  
2           be a recurring funding.

3           We're just using the performance funding to  
4           base off what the amount is. Because if that  
5           performance funding is supposedly most of the  
6           categories dealt with, what faculty are doing in  
7           the classroom and then the students, what they're  
8           doing afterwards, right? I don't think it's  
9           unreasonable for us to look at that and use that as  
10          the basis when, I mean, even if we have, because  
11          apparently, according to Mr. Cherry we have about  
12          4.5 million set aside for dorms.

13          I'm not sure; personally, I am not sure why  
14          we're worrying about dorms in this financial -- if  
15          we're in this bad of a financial crisis, when we're  
16          a commuter college. I mean, what's the most we're  
17          going to have student-wise in one of these dorms?  
18          200? And so we're spending \$4 and half million on,  
19          plus RA's or whoever else needs to supervise them;  
20          all that stuff.

21          MR. ZACKS: Well, then the liability issues --

22          MR. LIEB: So I mean, that's where I hear that  
23          we don't have money but yet, we seemingly are able  
24          to always find money for those kinds of things and  
25          that's where we're coming from and we're willing to

1 look at this idea of trying to find out and just  
2 deal with money every year.

3 And maybe the rest of the contract is not  
4 open, but just we get the budget and when we know  
5 what we're getting and we can deal with money each  
6 of those years. We're willing to look at it in  
7 trying to do this as a stipend for at least the  
8 first year or two to see you base it off of what we  
9 have so it's not a recurring expense that can still  
10 help faculty, but looking at all the different  
11 numbers, I mean, we're willing to give some but we  
12 can't give it all.

13 MR. PARKER: One of the reasons Mark is  
14 protective over that \$6 million account and the  
15 State's requirement in an emergency situation is  
16 much less than most colleges.

17 Most government entities hold back for, and I  
18 think Mark explained that to you, just the salaries  
19 alone if we have some kind of emergency. Just to  
20 pay our faculty, just to make that happen, we have  
21 to have that kind of money that we have in the bank  
22 right now just so we don't go into a situation  
23 that, if you have the minimal amounts, then you can  
24 expect after a hurricane to see letters like we  
25 can't afford to pay you right now, but we promise

1 we'll make it up to you.

2 But you don't want that so you have to keep  
3 that kind of \$5- or \$6- or \$7 million in your  
4 emergency account.

5 MR. LIEB: But we're doubling the State  
6 requirement.

7 MR. PARKER: That's -- I don't care, that  
8 State requirement is pathetic.

9 And over at the sheriff's office when I had to  
10 deal with that, I forget what it was over there,  
11 four and a half percent, pathetically small,  
12 because a lot of smaller counties can't meet that  
13 threshold.

14 But when you get to be a responsible, big  
15 organization, you have so many expenses that you  
16 have to be able to pay out in an emergency  
17 situation. When you're not getting revenues from  
18 the State, you had better be able to act.  
19 Especially in Brevard County where you're going to  
20 be hit by hurricanes. So that's --on the --

21 MR. ZACKS: That's an overtime thing and you  
22 budget overtime for that. It's apples and oranges,  
23 Jack.

24 MR. LIEB: Harold, stop.

25 MR. PARKER: No, it's a matter of having real

1           dollars in the bank to pay you, Harold. If the  
2           dollars aren't there, what happens is the revenues  
3           in emergencies stop and if the dollars aren't there  
4           to pay you, then we temporarily are stopped from  
5           paying you.

6           The reason you never have to deal with that is  
7           because we keep a healthy contingency account and  
8           that's what Mark was trying to say when he was  
9           explaining that, was that -- he feels that that  
10          account is about as low as it should be and still  
11          be responsible for the faculty.

12          I promise you that if we whittled that down  
13          and we had a hurricane or two, you would be hit  
14          with these things where you have to wait. I used  
15          to be hit with it in the sheriff's office. Where  
16          we would get a notice and we had to wait for 4 to 8  
17          weeks for a paycheck. You just don't want to see  
18          that because the State is not funding it.

19          MR. LIEB: They might not want to see it, but  
20          at the same time, if we're truly in a tight fiscal  
21          issue that we're having right now and we continue  
22          to increase these reserves, how are we doing that?

23          I mean, and why are we spending, because like,  
24          I know I mentioned it a couple of bargaining  
25          sessions ago, why are we spending \$114,000 on cell



1 phones? \$142,000 on automobiles? Right there --

2 DR. MIEDEMA: And as Jack already stated, once  
3 we determine what this budget is going to be, we as  
4 administrators will look at each of those accounts  
5 and we will adjust them as need be in order to be  
6 able to meet what we are committing to faculty for.

7 So I can't answer those questions. I can't  
8 tell you that there will a 50 percent cut in cell  
9 phones because I don't know that yet, that's what  
10 Mark is looking at. What I'm looking at right now  
11 is, Do you have a counter-proposal to this or is  
12 this what you want to stay with because I cannot go  
13 above what we've already stated today.

14 MR. LIEB: I think the bottom --

15 DR. MIEDEMA: So --

16 MR. LIEB: -- that we're at is for a one-year  
17 deal.

18 We do a thousand to start, in the base  
19 salaries. Meaning, that if you're full-time  
20 faculty, currently you would receive a thousand.  
21 If we also increase the starting salary by 1,000  
22 and then a percentage of you know, the performance  
23 funding --

24 MR. PARKER: Okay. So just so we quantify  
25 that, a thousand times 277 across the board and a

1           thousand starting salary, which also goes across  
2           the board --

3           MR. LIEB: No. No, no, no.

4           MR. PARKER: No?

5           MR. LIEB: We're saying 1,000, so if I'm  
6           currently a faculty, I would get a total of \$1,000.

7           MR. PARKER: Okay.

8           MR. LIEB: We would all also raise the hiring  
9           salary by 1,000.

10          MR. PARKER: So the hiring is relatively  
11          negligible because we're talking about 20, 25 --

12          MR. LIEB: Correct.

13          MR. PARKER: -- positions so 25 to 30 grand  
14          with fringe and the thousand for the 277 with  
15          fringe is somewhere around, I'm guessing, somewhere  
16          around 320, so you're looking at about 350 for that  
17          proposal right there and then a chunk of the  
18          performance funding.

19                 And, though, Andrew, you understand when I say  
20          that there is no money available there. That's  
21          just, you're dipping into a pot that's already been  
22          expended just to pay, just to keep the lights on.  
23          It's gone. That's at 2.9 and we're fearful we're  
24          going to silver. If we're silver, we lose almost a  
25          million dollars.

1           So even at gold, and that's what I'm saying,  
2           if you factor in that 2.9 million, with our current  
3           revenue structure, and we're hoping to get it, we  
4           have less money this year than we had last year to  
5           run this college. Less. And we have to pay a lot  
6           of money in health insurance that we have to make  
7           up for and we have to pay for whatever we come up  
8           with at this table this week.

9           So -- and that, that's what I'm saying;  
10          there's no pot of performance funding available.  
11          If we were budgeting at silver and we could gamble  
12          on the gold, we might be talking about something,  
13          but it's not there. We're counting on gold just to  
14          be flat.

15          DR. MIEDEMA: I think probably, what we need  
16          to look at this point in time is I wanted to see  
17          where you were at. You know where we're at this  
18          point in time. We're not going to resolve that  
19          today because I can't -- I don't have the  
20          authority. Jack doesn't have the authority to go  
21          above what we've already stated. So I think we  
22          probably need to schedule a meeting to talk about  
23          finances before the end of the month so that's a  
24          piece I think we need to do.

25          The next question that we would have to

1 address is do we want to take a look at these other  
2 things or do we want to wait until after the  
3 financials are done?

4 MR. LIEB: We can do either. I'm prepared to  
5 talk about the other things now -- if you guys  
6 would prefer not to put them off.

7 DR. MIEDEMA: Okay.

8 MR. PARKER: Before the finances, just one  
9 more thing to leave you with, again, that deadline  
10 for Mark is Wednesday at 5:00 p.m. If we don't  
11 have some kind of deal it goes in at zero and we're  
12 going to have a very tough time --

13 MR. LIEB: Well, no, it doesn't necessarily go  
14 in at zero, it means we have a larger issue.

15 MR. PARKER: I'm just saying he -- I don't  
16 know he --

17 MR. LIEB: Not an issue that I want, I don't  
18 even want to say the word, but it's a larger issue.

19 MR. PARKER: See, here's what happens. If  
20 there are certain things you can cut, like phones  
21 and stuff like that, that are, I don't want to say  
22 they're easy to cut, it's always tough if I'm  
23 taking Kat's phone or something and she needs it.  
24 There are things that you can take.

25 But there are people that are going to be cut

1 as a result of this, whatever that number is. If  
2 it's this number or your number or a hybrid, people  
3 are going to be cut. That doesn't just happen  
4 arbitrarily, it doesn't happen proactively. It  
5 happens only if absolutely necessary and that's not  
6 going to happen.

7 Those people are not going to be given their  
8 walking papers in June. And they're going to be  
9 here for the start of the next academic year if we  
10 don't have a deal.

11 MR. LIEB: I hear you, but I don't think  
12 that's necessarily fair to push on faculty when  
13 we're negotiating salaries.

14 MR. PARKER: It's just --

15 MR. LIEB: I hear what you're saying by  
16 business, but you cannot say that it's --

17 MR. PARKER: Andrew, it's just reality. It's  
18 just reality. If we're sitting here two weeks from  
19 now and we decide to get very -- it's just the  
20 reality of it.

21 The budget will already be put in and it will  
22 be put before the Board and there will be nothing  
23 there for the first year. That's just the reality  
24 of it. It puts us in a different scenario.

25 MR. LIEB: Yes, it does.

1 MR. PARKER: Yeah, so --

2 MR. LIEB: It puts us in a completely  
3 different negotiating scenario as well.

4 MR. PARKER: It does. So to avoid that, if we  
5 can come to a consensus, and make something happen  
6 before Mark's deadline that's -- that's a benefit  
7 to everybody in this room and all of the faculty  
8 that are not here. That's a benefit, if he can do  
9 it. If we can't, we can't; we tried.

10 And the other thing is, as far as a one-year  
11 deal, I can tell you that the president is not  
12 interested in a one-year deal. Okay. He's not  
13 going to have any -- because the whole purpose of  
14 this is to try to -- we don't want to have these  
15 kinds of adversarial issues every year. It's hard  
16 on faculty; it's hard for everyone. And that's why  
17 he's taking such a chance.

18 I will tell you his managers are not so  
19 against that because we really believe that the  
20 next year or two, financially is going to not be  
21 very good for us. And it's very smart from a  
22 managerial perspective to go one year when you  
23 don't think you're going to have revenues over the  
24 next two years. That allows us to go away from two  
25 and two and a half back to .5, zero if necessary,

1           wherever it has to be.

2           Mark has always been right. He believes the  
3           next year, after this fiscal year, is going to be  
4           rough and then he thinks it's going to start  
5           turning. My money is on Mark. The president would  
6           like to see us get a three-year deal so we can  
7           focus on faculty, focus on everything that we need  
8           to focus on, we'll make the cuts we have to make  
9           and we just move forward.

10           MR. LIEB: I hear you, but, if we're  
11           continuing to say that we're not, we have all this  
12           budget uncertainty, we might -- and it's not that  
13           we won't have a three-year contract for all the  
14           other articles.

15           We might only have a one-year for the money  
16           because if the money is that bad and we need to  
17           have this conversation then maybe it's something we  
18           need to be discussing every year because if things  
19           change, we can allow for it.

20           MR. PARKER: It could, but I'm just going to  
21           make this recommendation because again, I really do  
22           see all sides of the issue. I try to because I've  
23           been on all sides of the table. I get it.

24           I see that I know you want the best deal you  
25           possibly can, I think there is risk in pushing to a

1           one-year deal because I do believe the future is  
2           not super bright over the next short term and I  
3           think that could absolutely impact your negotiation  
4           for your next year and the year after.

5           MR. LIEB: It may, but I mean --

6           MR. PARKER: And that's just a risk and --

7           MR. LIEB: -- it may not.

8           MR. PARKER: -- if that's your position and  
9           you're willing to make that, take that chance for  
10          the members, that's your position. I'm just  
11          telling you I think that Dr. Richey has been very  
12          generous to the point of let's just -- because when  
13          you know you have a number, then what you start to  
14          do is you start to change everything in the  
15          organization to hit it.

16          That year two and year three number, that  
17          doesn't mean we start working on it two years from  
18          now, that means we start working on it today. If  
19          we're not in a position to do that, year two and  
20          three will be different. And, yes, if we, if all  
21          of a sudden the revenue starts flowing in and  
22          everything's wonderful, heck, that would be  
23          wonderful; but Mark doesn't believe that's going to  
24          happen and neither do I.

25          So you have to decide if you think it will



1           happen, then you'll hedge your bet on that. If you  
2           think what we're saying has actually got some  
3           relevance to it, then you may want to take a  
4           three-year deal that's not so bad and then position  
5           yourself for the your next negotiation, but,  
6           obviously, that's on you guys. You got to make  
7           that decision for your members.

8           MR. LIEB: Yep.

9           MR. PARKER: But there is definitely a benefit  
10          with the way this financial future is looking right  
11          now to do something better than one year.

12          MR. LIEB: Well, the hope is there, but I  
13          mean, if we're going to be so far apart on  
14          different numbers, I mean, it's -- I can guarantee  
15          we can find a way to come together for a one-year.  
16          If we're pretty far apart for a three-year, that's  
17          where it becomes problematic.

18          I'd rather see there be a deal versus as you  
19          say, I mean, we go into that different negotiating  
20          place that we can -- nobody really wants to go.

21          DR. MIEDEMA: That's why I suggest that we  
22          need to sit down in a meeting again after --

23          MR. LIEB: Okay.

24          DR. MIEDEMA: -- and we get a chance to talk  
25          it over more than a 20-minute conversation when

1 we've all had an opportunity to take a look at  
2 other options and things that might be available so  
3 that we can come back and talk more productively.

4 So that would be my first suggestion, is  
5 that -- for that piece and maybe that's the only  
6 thing we worry about discussing at that time, is to  
7 take a look at the financials.

8 MR. LIEB: Okay. As you're doing that, I  
9 would take a look at, if you can, the overload  
10 rate. I mean, that's another way that is  
11 controllable by the college, if you will.

12 You guys do have the right, per contract, to  
13 limit it 60 points of overload to any faculty  
14 member to where if we're able to adjust there, I  
15 think that would help a lot of faculty out and feel  
16 valued, if you will. The numbers that I put out  
17 there, the reason that we went, or I went with the  
18 number that was there for the 65 core point, was  
19 that put us at, still, a little bit below average,  
20 but it put us closer to what our peer institutions  
21 were. Most of them were averaging between 2,000  
22 and some up to 2,800.

23 DR. MIEDEMA: Okay. Thank you.

24 MR. LIEB: Okay.

25 DR. MIEDEMA: That helps. That helps.

1           So when would we like to sit down and talk  
2           again? And then I will get into whether we have  
3           the energy to go on and do some more stuff today.

4           DR. GOTHARD: It can't be this week because my  
5           son's home and I'll be out with him all week.

6           MR. LIEB: Okay. So we're looking --

7           MS. BOGGS: The 29th.

8           MR. LIEB: The 29th?

9           DR. MIEDEMA: Which is --

10          MR. LIEB: That's a Tuesday.

11          MS. BOGGS: That's a Tuesday.

12          DR. MIEDEMA: Tuesday? Tuesday the 29th? I  
13          have a meeting in the morning, but I will be  
14          available by 2:00, would that work?

15          MR. LIEB: Okay.

16          MR. ZACKS: 2:00 p.m.?

17          MR. LIEB: Okay.

18          DR. MIEDEMA: Perfect.

19          MR. ZACKS: Same bat station, same bat  
20          location?

21          DR. MIEDEMA: Same bat station, same bat  
22          location.

23          MR. ZACKS: That's what Batman says.

24          MR. LIEB: Okay.

25          DR. MIEDEMA: All right. Thank you.

1           I know that's a difficult discussion, but I  
2           appreciate your openness and your willingness to  
3           look at options.

4           So we will do the same and see what we can  
5           come up with and see if we can come with a better  
6           opportunity for us to feel we've been heard and  
7           have the opportunity to make changes where we can  
8           make changes.

9           All right. What's your pleasure?

10          MR. LIEB: You've had a chance to look at all  
11          of the things up to -- in 7. And I'll try to get  
12          you those other documents that I gave last time. I  
13          think that I just have them hard copy, I'll have to  
14          double check. Lynn is the one that found them and  
15          she's currently out of town. So I've got to get a  
16          hold of her to see where exactly she pulled it from  
17          because I don't want to give you the wrong thing.

18          We could start, I mean, if we want to -- were  
19          there any issues that you guys saw in Article 8  
20          that we had previously -- I mean, 8.3 we've  
21          already, kind of, gone over and over again. We're  
22          fine adding in there that the 8.2, the in-programs  
23          that will require year-round on-campus supervision.  
24          I've added it in already, it's -- it makes sense to  
25          me, I don't think there's an issue with that.

1 DR. MIEDEMA: All right. I'm fine with that  
2 as well.

3 I did have a question -- see, I have all my  
4 little green notes. Either in this article or in  
5 the appendix, when we're talking about department  
6 chair, program manager, and program coordinator  
7 responsibilities, we do need to add in a notation  
8 about classroom observations of adjuncts.

9 MR. LIEB: Okay.

10 DR. MIEDEMA: Because that is a requirement  
11 that you have to do, it's not addressed here, it's  
12 not addressed in the --

13 MR. LIEB: So if I put in a --

14 DR. MIEDEMA: -- definition, but if we put it  
15 in the attachment under the responsibilities, it  
16 would work there.

17 MR. LIEB: Okay. We can do that. I mean, I  
18 can add a line to the -- where is it? The DC- --  
19 if we added in the DCA.16 under Department  
20 Chairperson C.

21 DR. MIEDEMA: Mmm-hmm.

22 MR. LIEB: "Department chairpersons are  
23 expected to supervise and observe adjunct faculty  
24 within their department."

25 Would that --

1 DR. MIEDEMA: That would help that.

2 MR. LIEB: Okay.

3 DR. MIEDEMA: There are some situations where  
4 faculty do supervise staff. Does that need to be  
5 addressed?

6 MR. LIEB: Okay. Are they teaching as an  
7 adjunct or are these part-timers or full-timers?

8 DR. MIEDEMA: They're staff. They're not  
9 faculty.

10 MR. LIEB: Okay.

11 DR. MIEDEMA: Such as the librarian  
12 supervising library staff.

13 MR. LIEB: Okay.

14 DR. MIEDEMA: On some campuses -- on some  
15 campuses they do.

16 MR. LIEB: Are they supervising full-time  
17 staff members or are these part-time staff members?

18 DR. MIEDEMA: Full-time.

19 MR. LIEB: Okay.

20 DR. MIEDEMA: So that's something that we just  
21 need to consider and, again, that could be put into  
22 that chart at the end that just says if determined  
23 appropriate.

24 MR. LIEB: Yeah --

25 DR. MIEDEMA: We actually had some faculty who

1 requested to be able to supervise some of the staff  
2 in their areas.

3 MR. LIEB: Okay. We can --

4 DR. MIEDEMA: And so we would try to  
5 accommodate that request.

6 MR. LIEB: We can --

7 DR. MIEDEMA: It's not that it matters that  
8 much to me because one way or the other, we will  
9 supervise those staff; but if it's something that  
10 the department chair feels strongly that they want  
11 to be a part of, I certainly think they should have  
12 that right to be a part of.

13 MR. LIEB: Yeah. No. I think that makes  
14 sense and I think we can probably find a way to put  
15 that into the, if nothing else, under the duties  
16 listed appendixes. It shouldn't be a big deal.

17 DR. MIEDEMA: That's perfect.

18 I'm going to bring it up because I bring it up  
19 every time. 8.5, Counselor Faculty Workload.

20 We don't have that and we have a long  
21 description of what the rights and responsibilities  
22 are and every time we negotiate I say, can we  
23 change it to say, "counselor/faculty are members of  
24 the UFF Brevard with all rights and  
25 responsibilities therein. UFF Brevard will

1 negotiate terms prior to the college hiring any of  
2 its faculty in this category." I just, it just,  
3 it's interspersed throughout the --

4 MR. LIEB: No, I hear you. On the surface I  
5 tend to agree with you.

6 I've got to do some research on our end that  
7 there's not a legal reason that it's better to keep  
8 it in than take it out, I mean, we don't have any  
9 full-time counseling faculty. If we say that we  
10 are going to anticipate hiring, that we need to  
11 negotiate what their work conditions are.

12 DR. MIEDEMA: Yeah.

13 MR. LIEB: I don't see what the issue is, but,  
14 again, I've got to run that --

15 DR. MIEDEMA: It's not critical either way;  
16 I'm just looking at it from the --

17 MR. LIEB: Cuts out a couple of pages.

18 DR. MIEDEMA: It's a couple of pages.

19 So --

20 MR. LIEB: Whoever's dog is barking, will you  
21 mute your phone, please.

22 DR. MIEDEMA: The other question I had is  
23 under 8.10, Value by Major Function.

24 MR. LIEB: Mmm-hmm.

25 DR. MIEDEMA: And that has to do with faculty



1 of record.

2 I think there tends to be some confusion about  
3 what faculty of record is when it is applied and  
4 how it's compensated. So I'd like to take a look  
5 at that piece a little bit just to be clearer.

6 Because it was originally designed for those  
7 situations where, particularly in health sciences,  
8 where we do clinical in situations and there's not  
9 a faculty member there, but the faculty member is  
10 checking up on the students and doing the  
11 paperwork.

12 And the way we have defined it now, that's  
13 worth 80 percent of teaching a class. And I just  
14 wanted to make sure that everyone is comfortable  
15 that that's the value of that function and those  
16 are the reasons that we do faculty of record.  
17 Because there has been some confusion as these  
18 things come up. Right, Laura?

19 DR. EARLE: There's been confusion?

20 DR. MIEDEMA: Mmm-hmm.

21 MR. LIEB: Okay. I'll have to look into that  
22 one more.

23 DR. MIEDEMA: I'd just like to make sure it's  
24 real clean.

25 MR. LIEB: You're talking about for under E,

1 Faculty of Record, the definition?

2 DR. MIEDEMA: The definition --

3 MR. LIEB: So 8.9 really, the definition and  
4 then when we deal down with the faculty of record  
5 in 8.10 Number 2?

6 DR. MIEDEMA: Yes.

7 MR. LIEB: Okay.

8 DR. MIEDEMA: And that's just a question.

9 I just would like it to be clean so that we  
10 don't run into this every semester saying what I  
11 think it should be, I think it should be.

12 And let me see --

13 MR. LIEB: Okay. One thing I know in Article  
14 8 that we don't have a solution to yet, much like  
15 we didn't when we talked about 6.14, that we're  
16 still trying to figure out, in light of recent  
17 events, we'd like to revisit the 8.20, the -- where  
18 is it?

19 The disruptive student behavior to where, and  
20 again, we did not have a solution at this time, we  
21 just want to put it on your radar that, in light of  
22 recent things that have happened, we feel  
23 there's -- needs to be readdressed and make sure  
24 that we are all working together from the same team  
25 and not caught off guard or split up into multiple

1 different factions when I don't believe that was  
2 the intent. Even if that's how it may have felt to  
3 some people.

4 So again, I don't -- I just want to put it on  
5 the radar as something to think about for our next  
6 full bargaining, maybe not the financial one, but  
7 see if we can't both figure out something to  
8 address that.

9 DR. MIEDEMA: No problem.

10 Page 75, under Department Chair, we added a  
11 language in that the faculty can only hold one  
12 department chair position at a time.

13 MR. LIEB: Mmm-hmm.

14 DR. MIEDEMA: We put that under Program  
15 Manager, we also put it under Program Coordinator.

16 We, currently, do have some individuals that  
17 are doing dual duty. So my assumption would be  
18 this would be for new people, new appointments, but  
19 if I have one who is currently doing it for the  
20 next year, I'm not taking that away from them.

21 MR. LIEB: I would tend to agree with that.  
22 Are they holding, like, a department chair and a  
23 program manager? Which seems to be okay, or two  
24 program managers or two of that kind of thing?

25 DR. MIEDEMA: Two department chairs.

1           MR. LIEB: Okay. Yeah. So moving forward I  
2 would think that we would want to go with this but  
3 I don't think you're going to kick somebody off  
4 that's --

5           DR. MIEDEMA: I just don't want to be in a  
6 position to -- someone agreed to do that because we  
7 needed the coverage for a period of time to kick  
8 them out of their current role.

9           MR. LIEB: Okay.

10          DR. MIEDEMA: And then under 8.19, Substitute  
11 Teaching, I had a question under D.

12                 Where we struck "time spent in serving as the  
13 paid substitute cannot be credited towards the  
14 35-hour faculty work week."

15          MR. LIEB: I struck it because the language  
16 was unclear.

17          DR. MIEDEMA: Okay.

18          MR. LIEB: I think the intent of it is that  
19 okay, you can't sub if you're teaching a class, so  
20 you can't sub somebody's class while your class is  
21 meeting which, I think, makes sense. I just didn't  
22 know about the wording of it.

23          DR. MIEDEMA: Yeah, I think the question was  
24 since you're getting paid, if you're getting paid  
25 as a substitute, it should be above your 35 hours

1           because you've already done your 35 hours.

2           MR. LIEB: Right. But at the same time, with  
3           the office hours situation, like, we're -- a lot of  
4           us have been forced into, based on student need,  
5           very similar schedules to where I have office hours  
6           and that's the only time that I can sub people  
7           because that's the only time that they have  
8           classes.

9           And so we'd have to figure out -- and what I  
10          think we should find a way to address is how do we  
11          differentiate between yes, you can't be teaching  
12          two classes simultaneously, but if you're in office  
13          hours, and you're covering the class and you're  
14          doing the job...

15          I mean the other option is that we just go  
16          completely back to, you know, I'll take care of you  
17          and you take care of me and leave it that way. But  
18          I know that HR would not like that.

19          DR. MIEDEMA: And we do have a condition  
20          within the contract that says if you need to change  
21          your office hours, you certainly can. So there's  
22          some flexibility but that was the purpose of that,  
23          is that --

24          MR. LIEB: Okay. I don't think anybody's  
25          arguing with the intent of you can't be at two

1 classes at the same time. It's just the other  
2 issues.

3 DR. MIEDEMA: Yes.

4 And my last question in 2 -- in Article 8, is  
5 8.23, Class Observations.

6 Two things. One is online classroom  
7 observations. As we go to more and more full-time  
8 faculty teaching more and more classes online, what  
9 has happened in the past is that department chairs  
10 had access to go in and do classroom observations  
11 online for adjuncts. Who will do this now for  
12 full-time faculty since department chairs are not  
13 allowed to do that?

14 MR. LIEB: I don't have an easy answer.

15 DR. MIEDEMA: I don't ask easy questions.

16 MR. LIEB: I know. You usually don't.

17 My -- I think we'd have to figure out a way if  
18 we're saying that, you know what, the department  
19 chair being a full-time faculty member could be the  
20 designee in the cases of it being an online class  
21 only then they would report back to that full-time  
22 faculty supervising administrator and say this is  
23 what we've observed.

24 So if I'm a three-year cycle, they wouldn't  
25 have to do it but one time and say hey, this is

1           what I observed in the online environment.

2           DR. MIEDEMA: Yeah. A classroom observation.

3           MR. LIEB: We'd have to be really careful what  
4           the language of it was though.

5           DR. MIEDEMA: The other thing that department  
6           chairs online do that's different than other  
7           department chairs, is they go in and spot-check  
8           classes to make sure that they are addressing the  
9           teaching modality online appropriately, because  
10          just putting your information from a face-to-face  
11          class to online does not necessarily make a good  
12          online class.

13          So the department chairs have been assuming  
14          the role of assisting and reviewing those things so  
15          that they can help adjuncts to be more proficient  
16          online. When we do, in the past, we considered  
17          faculty teaching online as an adjunct, basically,  
18          because it was overload. If it's part of load, we  
19          need to define who is doing those activities.

20          MR. LIEB: I mean, I think the easiest  
21          solution would be to just give their supervising  
22          administrator, if it's my three-years is up and  
23          they're doing a classroom observation, give them  
24          access to my online canvas shell and have them the  
25          ability, if they so choose, to go along in there

1 and make sure it's okay.

2 I mean that would avoid the conflict between,  
3 you know, a department chair, full-time faculty,  
4 and, you know, another full-time faculty. Because  
5 I don't want -- those conflicts are never fun, as  
6 we said earlier.

7 DR. MIEDEMA: But classroom observations are  
8 annual, the whole evaluation is every three years.  
9 But the classroom observation is annual.

10 MR. LIEB: It says that they must be evaluated  
11 in the contract one time during the evaluation  
12 period of three years, though, additional ones can  
13 be done at the request of the faculty member and/or  
14 if a non-satisfactory review has happened.

15 It doesn't say that they have to do one every  
16 year for tenured or continuing contract faculty. I  
17 mean, I'll be honest, that's, I've only been  
18 observed once every cycle. Now if I'm on an annual  
19 contract cycle --

20 DR. MIEDEMA: So you do classroom observation  
21 how often?

22 MS. HANDFIELD: For annual faculty, annually;  
23 for tenured faculty then it's every three years.

24 DR. MIEDEMA: But annual goals.

25 MS. HANDFIELD: Annual goals for everybody.



1 DR. MIEDEMA: Well, I did a lot more work  
2 because I did everybody's classroom observation  
3 every single year.

4 MR. LIEB: That might be why they changed it.  
5 Because I can only imagine trying to do all of  
6 those and then do everything else that they do.  
7 So, I mean -- don't have an issue if we want to.

8 DR. MIEDEMA: No, that's fine. I just want to  
9 make sure that that's -- yeah, I did every one of  
10 my faculty every single year.

11 MR. LIEB: It was probably helpful, but I  
12 mean, it's a lot of work.

13 And one thing we did want to just add into the  
14 8.23, was the evaluated observation shall be  
15 conducted according to Article 9, just because  
16 that's what Article 9, the entire thing is about,  
17 is when we're using it for an evaluation purpose.  
18 So if we're doing a non-evaluation observation,  
19 which is something that's different, that's all the  
20 8.23 is really talking about.

21 DR. MIEDEMA: Not a problem.

22 MR. LIEB: Okay. With Article 9, did you have  
23 a chance to review those?

24 DR. MIEDEMA: Yes, sir.

25 MR. LIEB: Okay. One of the big changes that

1           we're trying to think about with -- in regards to  
2           the faculty evaluation, we currently have an  
3           outstanding satisfactory, you know,  
4           non-satisfactory, needs some improvement, and then  
5           unsatisfactory. We think it would probably be  
6           easier to just have the three options:  
7           satisfactory, unsatisfactory -- or satisfactory but  
8           needs improvement, and unsatisfactory.

9           That way we're not, because right now, it's  
10          very subjective of what's the difference between  
11          what makes an outstanding review versus  
12          satisfactory.

13          And then as we have provost change campuses,  
14          each provost brings with them their own -- well,  
15          this is what I think it is. Which is fine, I mean,  
16          that's human nature, but at least this way it's  
17          "are you doing your job?" Yes. Because that's  
18          pretty cut and dry. Have you met the terms of your  
19          contract? Have you done these things?

20          We can say the difference between a  
21          satisfactory evaluation and non-satisfactory quite  
22          easily.

23          DR. MIEDEMA: Okay.

24          MR. LIEB: So we see that's in Article 9.

25          We eliminated most of, I think I got it all.

1           If I missed something, someone will tell me, of  
2           just removing the outstanding references and just  
3           leaving it as the three.

4           We did add in there "tenured faculty will be  
5           evaluated at least every three years or following a  
6           less than satisfactory evaluation" because we  
7           wanted to make sure it was clear if they had, you  
8           know, a less than satisfactory evaluation, they  
9           probably should be, you know, observed.

10          We did say -- we added in "annual contract  
11          faculty shall be evaluated every year up to the  
12          awarding of tenure."

13          The forms and procedures followed will be  
14          those here and in the appendices, so that way if  
15          they use the one in the appendices it's like the  
16          evaluation form, that works with it, but  
17          differentiates between, okay, every three years for  
18          the tenured; every year for the annual contract;  
19          because otherwise they wouldn't be annual contract.

20          DR. MIEDEMA: I did have a couple of questions  
21          related to the evaluation form.

22          MR. LIEB: Sure.

23          DR. MIEDEMA: And one was that it was pulled  
24          out, I think it's page 163.

25          For the classroom observation, where it said,

1           used to say, "communicated clearly and answered  
2           questions thoroughly" why we would cross out  
3           answering questions?

4           MR. LIEB: How do we judge whether they  
5           thoroughly answered a question or not?

6           I mean, sometimes you can explain a math  
7           problem or a math procedure to a student in, you  
8           know, six different languages, and they still don't  
9           get it. They're going to say okay, it was not  
10          thoroughly explained. I mean, if they come at it  
11          from six different ways and tried everything and  
12          then it's still not clicking, we're still going to  
13          try, as educators, to find a way to get that  
14          across.

15          But, I mean, then we're running into  
16          situations to where, which one, you know, how are  
17          we judging it? If they're effectively  
18          communicating, that should, you know, where the  
19          other option is we could separate those two things  
20          out, to where, you know, did they communicate  
21          effectively? Did they answer questions? That kind  
22          of thing. I mean, we're not opposed to that  
23          either.

24          DR. MIEDEMA: I think that they are two  
25          different issues and I think that it is important.

1           It's a difference between standing up in front of  
2           the classroom and lecturing and offering the  
3           opportunity for students to ask questions.

4           MR. LIEB:    Okay.

5           DR. MIEDEMA:  So I think that that is an  
6           important consideration too.  I don't care how we  
7           phrase it, but I do think it's important that you  
8           have at least attempted to say, do you-all  
9           understand?

10          MR. LIEB:  I can go in there --

11          DR. MIEDEMA:  I know that there's been times  
12          when I taught that I said okay, guys, time out.  
13          I'm seeing blank faces in front of me.  We need to  
14          start over because you're obviously not catching  
15          it.

16          So how have we assimilated what they're  
17          learning?  And the same thing in F, it says "was  
18          well prepared and organized."

19          MR. LIEB:  It was the same issue that, okay,  
20          well prepared.  Being organized is part of being  
21          well prepared, at least, in my personal opinion.

22          That said, we could separate them out to where  
23          we're only dealing with one thing at a time,  
24          because maybe they were well prepared, but they're  
25          a complete hot mess when it comes to, you know,

1 presentation.

2 DR. MIEDEMA: Hopefully, we don't have very  
3 many of those.

4 MR. LIEB: Well, they can be extremely well --

5 DR. MIEDEMA: But there might be one or two  
6 out there.

7 MR. LIEB: So I mean, if it's something that  
8 you guys feel strongly that you like, I mean, we  
9 could do the same thing there, just separate it out  
10 into a separate --

11 DR. MIEDEMA: And the other question that I  
12 had regarding the forms. Was on one of them we  
13 listed that the faculty member is required to  
14 maintain credentials for their subject matter and  
15 in one of them we crossed it out. Is there a  
16 reason it's crossed out for the librarians and not  
17 crossed out for faculty who are teaching?

18 MR. LIEB: Sorry, I'm pulling it up so I can  
19 see.

20 DR. MIEDEMA: That's quite all right.

21 MR. LIEB: Because many librarians, I would  
22 imagine, they had the MLS in order to get hired,  
23 and then if they're teaching additional discipline,  
24 if they're -- let's say I'm teaching in English as  
25 a librarian, which, I mean, it's not really so much

1 of a far jump or leap there. That it's not  
2 technically their subject matter, I mean, if  
3 they're maintaining the required credentialing  
4 stuff, they should be, at the same time, covering  
5 their subject area.

6 Why is it scratched in one and not the other,  
7 I can't answer that one. Probably should have been  
8 struck on the other one as well. If it's something  
9 that you guys feel strongly about, I don't know  
10 that it's one of those where, like, you know, we  
11 need to have that struck.

12 DR. MIEDEMA: I just noticed that it was in  
13 one and not the other, so I wasn't sure if there  
14 was --

15 MR. LIEB: So I'll check that.

16 DR. MIEDEMA: -- a rationale between why it was  
17 in one but not in the other. At least you know I  
18 read it.

19 MR. LIEB: Oh, I figured you did. You read  
20 everything else.

21 We did also include on that evaluation for  
22 the -- at the beginning of it, the separation  
23 between an annual contract and a non- or a tenured  
24 faculty. We're not asking for three points of  
25 things in one year for an annual-contract faculty

1 member, in fact, we're saying don't even fill out  
2 this little box here, just document what you have  
3 done to show that you're making satisfactory  
4 progress toward achieving tenure in Section 5 of  
5 that.

6 DR. MIEDEMA: I appreciate that. That makes  
7 sense to me.

8 MR. LIEB: There was quite a bit that we  
9 changed if we're looking at the appendices with the  
10 rank change as well. I'm trying to line that up  
11 with everything; all the suggestions that I know  
12 you received a copy of -- and you also sent to me  
13 stuff from TPDC of issues and concerns that they  
14 had. Some of them we'll probably need to go over,  
15 I'm guessing, in more detail at some point. We did  
16 look at revising some of them. And the point  
17 system for the Appendix N; did some revisions  
18 there.

19 We tried to differentiate between, you know,  
20 college-wide or campus committee that meets three  
21 or more times in a semester and versus another. We  
22 tried to simplify everything else. If we thought  
23 something was, you know, a valuable endeavor, I  
24 mean we tried to keep them all in a kind of similar  
25 points range. There were a couple that we stuck



1 with the shorter, the smaller point totals so I  
2 don't know if that's something you guys are  
3 concerned with.

4 We did notice that there was nothing  
5 actually -- there were no points actually listed  
6 for organizing a professional related conference,  
7 so we added in what we felt was there, I mean  
8 because organizing, you know, a professional  
9 related conference is a lot of work and so we put  
10 in, it was a blank and we just put in three and  
11 that's something that we can figure out as well.

12 We also removed all of the references to WIDS  
13 conversion because we don't use WIDS anymore.

14 DR. MIEDEMA: I had a couple of quick  
15 questions on this with the Appendix N.

16 When we say that you are part of the  
17 committee, are the points here related to being on  
18 the committee for one year? Two years? Or three  
19 years?

20 MS. NORRIS: I mean I would think that would  
21 be related to the terms of service because TPDC is  
22 three years where as the standing committees can be  
23 two years.

24 So if that needs to be clarified, then it  
25 needs to be clarified that it's a full term of

1 service because even with our four standing  
2 committees, they don't serve as long as members of  
3 TPDC do.

4 DR. MIEDEMA: That was my point exactly,  
5 Kelly --

6 MS. NORRIS: Yeah.

7 MR. LIEB: If that's the case --

8 DR. MIEDEMA: -- is that if someone comes in  
9 and does it for a couple of months, I don't like  
10 this, do they still --

11 MS. NORRIS: My understanding has always been  
12 that the point is awarded for a full term of  
13 service and that faculty are required to provide  
14 supporting documentation indicating that they, in  
15 fact, served that whole term.

16 MR. LIEB: And I have a slightly different  
17 view of it to where I feel that if they've done the  
18 work in a year, a lot of the other things that  
19 we're showing here, faculty sponsored or co-sponsor  
20 of a student organization is worth the same thing  
21 and that's a yearlong service.

22 So even if they are on TPDC for three years, I  
23 would say it's one point per year for it just  
24 because, maybe, you did all the work for a year.  
25 You did all the work for the second year because

1           you can step down at any time and that way it would  
2           allow people to, you know what, I served a year I  
3           didn't want to quit in the middle of the year but  
4           this isn't for me, they can still get something for  
5           their work.

6           DR. MIEDEMA: They only get one point; they  
7           only need three points total.

8           MR. LIEB: Correct.

9           DR. MIEDEMA: And they're supposed to get two  
10          points in one category and one point in at least  
11          one other category, this way they spread out among  
12          at least two different categories, so a three point  
13          doesn't really mean too much if you've already  
14          exceeded what your points are. You're not carrying  
15          them over to the next cycle.

16          MR. LIEB: Correct.

17          DR. MIEDEMA: So --

18          MR. LIEB: Yeah, there is no points banking.  
19          Because otherwise, that would be awesome.

20          DR. MIEDEMA: I know some people who I've seen  
21          have about 16 points, when they do this, but I  
22          don't -- still only counts to three points towards  
23          MCC.

24          MR. LIEB: Right. And so that's where -- and  
25          that's something, maybe, we'll think about for next

1           time, looking at it as how do we want to deal with  
2           the points and what's this -- and we'll think about  
3           that and what points we need to require.

4           DR. MIEDEMA: And I would like it to be  
5           faculty driven because you're seeing each other  
6           working. You're seeing the level of involvement  
7           this is taking and I don't have a problem with  
8           saying up this point, lower this point because that  
9           really should be a discussion that you-all are able  
10          to have.

11          My question is, When you get a whole bunch of  
12          points in one area, it really doesn't do anything.

13          MR. LIEB: Fair enough. I mean, I agree, it  
14          doesn't.

15          DR. MIEDEMA: So why do we have those points  
16          add up to those high numbers if it doesn't mean  
17          anything?

18          I don't give you a gold star because you got  
19          to 16 points. Maybe I should.

20          MR. LIEB: But we like gold stars.

21          No. I hear what you're saying and that's  
22          something we've got to, probably a larger  
23          conversation and just figure out -- I think the  
24          points was a great place from where we started from  
25          and requiring three and figuring out what it is and

1           maybe that's something we need to figure out, you  
2           know, what to do.

3           I mean, the whole reason I believe we did this  
4           was because this is how we were able to validate to  
5           the state what our performance was for faculty, it  
6           gave us a number value which they needed.

7           DR. MIEDEMA: You are correct. That's exactly  
8           what -- that's why I said I think it should be  
9           faculty driven. I'm not trying to take any of that  
10          away, I'm just saying --

11          MR. LIEB: So would the higher points actually  
12          translate to better for the State; out of  
13          curiosity?

14          DR. MIEDEMA: No. They just say -- you  
15          have --

16          MR. LIEB: You just have to have a measure?  
17          Okay.

18          DR. MIEDEMA: -- do you have a system?

19          MR. LIEB: Okay.

20          DR. MIEDEMA: Do you have a system? Are you  
21          following your system?

22          MR. LIEB: Okay.

23          DR. MIEDEMA: Yes. But you could get  
24          22 points.

25          MR. LIEB: I know of someone who has

1 30-something points.

2 DR. MIEDEMA: And it doesn't equate to  
3 anything, so.

4 MR. ZACKS: All you need is three.

5 MR. LIEB: Uh-huh. And that's where --

6 DR. MIEDEMA: Do you continue to document  
7 towards all of those points? Or do you only  
8 document towards the first three points?

9 So that's just something we need to consider  
10 as you talk.

11 MR. LIEB: Okay. So that's something we'll  
12 have a larger conversation and we'll be able to  
13 have a better idea. We're comfortable striking  
14 Appendix O.

15 DR. MIEDEMA: Yes.

16 MR. LIEB: As well as Appendix Q, because we  
17 talked with TPDC; it's really more appropriate for  
18 that to be in the handbook not necessarily in the  
19 contract.

20 The handbook has to be approved by you guys  
21 and us anyway, but it just takes something out of  
22 the contract because I know we're trying to find  
23 places we can remove stuff.

24 DR. MIEDEMA: And Z, too.

25 MR. LIEB: Yes, Z is going to go to the AAC

1 handbook.

2 With change in rank application, we added  
3 in -- we'd love to be able to get these as an  
4 editable PDF file where, I know, we have some of  
5 these have boxes in them, some of them don't. I  
6 know I don't have a full version of Adobe on my  
7 office computer so I can't make them, but I don't  
8 know if we can find a way to get these created as  
9 fillable PDFs for -- especially, for online.

10 That would be very helpful because there's a  
11 couple of things that we're interested in  
12 exploring. We don't know if it will be feasible  
13 yet, but we'd like to go toward some more  
14 electronic stuff.

15 DR. MIEDEMA: Darla has someone in her office  
16 who can.

17 MS. FERGUSON: I have a Marilyn.

18 MR. LIEB: Okay.

19 DR. MIEDEMA: Marilyn Cook can do it and can  
20 convert anything to a writable PDF. She's the one  
21 I send all my stuff to.

22 MR. LIEB: Okay. Because I know we, for that  
23 one, I know we just wanted to add on, you know,  
24 campus and office, because if things need to be  
25 sent back to an office, that's helpful.

1 DR. MIEDEMA: Sure.

2 MR. LIEB: Changing the line per Article 11,  
3 five criteria, well, no, I mean, why don't we just  
4 save it, because Article 11 actually, I think, has  
5 four things. We've just split them up here. So  
6 the following criteria must be met for rank change.

7 One of the big things, and I didn't run this  
8 by TPDC yet, so they're probably going to yell at  
9 me in a few minutes, is we'd like to explore the  
10 possibility of finding a way to have electronic  
11 submission for these portfolios.

12 MS. NORRIS: Oh, we would love that.

13 MR. LIEB: Okay.

14 MS. NORRIS: We would love that.

15 MR. LIEB: Okay. To where, I mean, if it  
16 could be something as simple as you take it to any  
17 of the copiers that we have on all of the campuses  
18 and the departments can scan and create a PDF, so  
19 you just take your portfolio, run it through, and  
20 then submit that electronically. It would save a  
21 lot of work or if we're able to compile the  
22 document in some way.

23 I mean, I think we'd have to, I think, limit  
24 how we want that to be presented, but it's  
25 something that we'd like to explore. Both for rank



1 change and tenure.

2 MS. NORRIS: This has been explored  
3 previously. We did --

4 DR. MIEDEMA: For rank change only?

5 MS. NORRIS: For everything because we would  
6 love to see electronic portfolio presentation as a  
7 council. What was -- the issue was  
8 confidentiality? Is that why we were on hold?

9 MS. ANDERSON: Transportability as well as, it  
10 was just electronic portfolio all together, you  
11 know, it was for tenure.

12 As for rank, we had the one of the committees  
13 look at it, developed a list of criteria and the  
14 faculty did, as to what they wanted to see, for  
15 electronic portfolio retention and development and  
16 it couldn't be done with what we have in house, so.

17 And one of the things that faculty wanted was  
18 transportability of their portfolios.

19 DR. MIEDEMA: And it couldn't be done  
20 in-house, that means through IT?

21 MS. ANDERSON: It couldn't be done in what we  
22 had available --

23 MS. NORRIS: Correct.

24 MS. ANDERSON: -- at the time.

25 DR. MIEDEMA: Okay. I will look into that.

1           MR. LIEB: And this is also where one of the  
2 things that we'd like to, with rank change, and we  
3 did in the application, is we'd like to see a  
4 switch to where the first rank change; assistant  
5 professor is automatic upon awarding of tenure.

6           Why -- we want to find a way to distinguish  
7 someone that's been through the tenure process and  
8 then in light of the next, you know, tenure cycle  
9 is now being five or more years, they'd be applying  
10 for this anyway and so we'd like it to be automatic  
11 and that means we don't have to track it for the  
12 others, we can still keep the year requirements the  
13 same, but at least, this way we understand we can  
14 differentiate a lot easier.

15           I think we changed that --

16           DR. MIEDEMA: Kelly, have you looked at the  
17 language in the TPDC?

18           MS. NORRIS: I have not. The only other thing  
19 that I was going to bring up, Andrew, is that we,  
20 and this is -- I think is substantial just from the  
21 perspective of chairing the council, is that we  
22 would like to see faculty declare their intent to  
23 apply for a rank change.

24           The rank change standing committee is getting  
25 inundated. We looked at 42 portfolios for rank

1 change last academic year and then those portfolios  
2 are brought to me from our liaison and then they  
3 have to sit in my office for quite some time and if  
4 they're rejected, they sit for a little bit longer.

5 So we would like for rank change to have a  
6 heads up, you know, and that would align the  
7 process with tenure as well. And so if they don't  
8 declare, then, they have to sit it out and wait  
9 until the next year because we are seeing a lot of  
10 last-minute nonsense with this process which is  
11 disappointing to me.

12 MR. LIEB: That's something that I think we  
13 addressed and put in, I think I put it in the rank  
14 change article, in Article 11. I believe I put --  
15 I'll double check it because I don't think it's  
16 unreasonable to ask them to declare, particularly  
17 if we're able to change it to where that first rank  
18 change is automatic upon awarding of tenure, then  
19 it's really only for those next two, so that will  
20 help them with their workload as well.

21 We did change, "you must have earned a  
22 satisfactory on your most recent evaluation." If  
23 you hadn't earned a satisfactory in your most  
24 recent but just one in the previous five years,  
25 well, I mean, maybe we have a larger problem we

1           need to address.  So it's -- I'm just saying.  So  
2           we felt that --

3                     DR. MIEDEMA:  I'm okay with that.

4                     MR. LIEB:  -- it was --

5                     MS. NORRIS:  We agree.

6                     MR. LIEB:  We also removed "copies of one  
7           signed and dated performance enhancement conference  
8           summary form" because we changed the form like  
9           we've done with the other one where we just give  
10          the acknowledgement that, yes, this person has done  
11          this so we don't have to give that.

12                    In the tenure stuff, I don't think we changed,  
13          I take that back.  We did some rearranging there so  
14          that I know that I changed in the application where  
15          it was a super majority, we changed that to the  
16          "favorable recommendation" we previously talked  
17          about.

18                    Which would bring us, if we want, back to  
19          Article 9, is where we left off from the appendices  
20          with, I think -- I'm not sure, do you have issues  
21          with any of the things that we suggested doing?

22                    DR. MIEDEMA:  In which article?

23                    MR. LIEB:  Article 9.

24                    DR. MIEDEMA:  Article 9, I have addressed  
25          those.

1           One minor thing, on page 82, under the Formal  
2 Classroom Observation, 9.1B, and F, not E. We  
3 added another letter in.

4           MR. LIEB: Show me where I'm at --

5           THE REPORTER: Did you say B, F, and E?

6           DR. MIEDEMA: 1.9B and E, it should be 1.9B  
7 and F.

8           MR. LIEB: Oh. Thank you. Because we added  
9 the -- yes.

10           And we did add in there too, "student opinion  
11 survey shall be completed at least two sections per  
12 term for both tenured and annual contract faculty."  
13 Just so there's no -- if we're using them as a  
14 survey tool, I mean, I think most people leave them  
15 all open anyway; but at least this way you can --

16           DR. MIEDEMA: Absolutely.

17           MR. LIEB: -- know for sure that this is  
18 what's being required.

19           Article 10, we did not really have anything  
20 for.

21           DR. MIEDEMA: I'm fine with Article 10.

22           MR. LIEB: And in Article 11, just the stuff  
23 that we'd already talked about previously for  
24 tenure, we did look at the rank change and  
25 everything else thereafter as well.

1 DR. MIEDEMA: I did have a question with the  
2 tenure and the fact that both the college-wide and  
3 the campus-based, if there's one no vote, the whole  
4 thing is considered "no."

5 MR. LIEB: From the --

6 DR. MIEDEMA: So you don't have the --

7 MR. LIEB: No. It's just for the campus  
8 tenure committee. I believe, is what the intent  
9 was, because the college-wide --

10 DR. MIEDEMA: If you don't have the --

11 MR. LIEB: -- there's a lot more people on it  
12 and when we did the math of it, if you have, even  
13 if you have five people, and one's a non-voting  
14 member, one no vote doesn't get them to a super  
15 majority.

16 DR. MIEDEMA: So if you get a yes and a no --

17 MR. LIEB: If it's more than one no, meaning  
18 there is --

19 DR. MIEDEMA: -- if you get a yes at the  
20 campus-based and no at the college-wide, the TPDC  
21 or vice versa, then that name doesn't go anywhere?

22 MR. LIEB: Correct. Which is how the previous  
23 contract already was.

24 And that's where -- it puts the importance of  
25 to make sure that you do what you're supposed to

1 with these things. Take it seriously to where the  
2 good news is because we have that five- to  
3 seven-year cycle now, we've got a lot of time to  
4 help them catch that stuff.

5 But even if they do goof up and it's denied  
6 that first year, they still have time that they're  
7 able to reapply the next year.

8 DR. MIEDEMA: And then Number 5 on page 91,  
9 where it says, "the supervising administrator  
10 retains the right to make separate recommendations  
11 related to tenure to the president of the college.  
12 This recommendation cannot be used to bypass the  
13 required recommendations from the campus." And the  
14 college-wide, that's new language?

15 MR. LIEB: Correct. That was something that I  
16 brought up last time.

17 DR. MIEDEMA: So the provost cannot --

18 MR. LIEB: No. They can absolutely make the  
19 recommendation. The issue that we're having with  
20 it was if, let's say it's no-no from the campus and  
21 the college-wide and then I'm not saying this would  
22 happen in our current climate, but ten years from  
23 now, there's a provost that's like, you know, but I  
24 like them so I'm going to recommend them to the  
25 president and, yes, give them tenure.

1           What's the point of us going through and doing  
2 all of this stuff if that's where -- and so I don't  
3 know what the easy answer to fix that is and I can  
4 see where you might have some trepidation with it,  
5 because --

6           DR. MIEDEMA: Well, the president makes the  
7 final determination. And what he asks of me is  
8 what was the campus, what was the college-wide, and  
9 what was the provost? And then he makes the final  
10 determination.

11           So the three names -- the three  
12 recommendations go to him for every single person  
13 going through the process and he makes a final  
14 determination. And there have been times that he  
15 has said find out why it was said, "no."

16           And then I go back to Kelly or I go or whoever  
17 I need to go back to and say can you tell me why?  
18 He'd like to take a look at this portfolio. He's  
19 actually reviewed portfolios in the past, because  
20 he wants to know why someone was turned down.

21           So the language needs to say that the  
22 president still retains the right to make this  
23 final determination, because he does.

24           MR. LIEB: I think it's still in there.

25           DR. MIEDEMA: I think I'm bothered by the word



1 bypass.

2 MR. LIEB: And I can see why. And maybe it's  
3 a phrasing that we'll revisit and see what we can  
4 figure out. Our intent, really, there was that is  
5 that if they should all be taken as a whole, the  
6 three different areas --

7 DR. MIEDEMA: Absolutely.

8 MR. LIEB: -- to where if one is in  
9 disagreement with the other two, should the name be  
10 sent on or should it not? If two of them are in  
11 disagreement, let's say, with the provost, both the  
12 campus and the college-wide said yes, the provost  
13 said no, is it DOA at that point? And that's where  
14 we're not sure what the process should be.

15 DR. MIEDEMA: That's why I create a  
16 spreadsheet with all three and I give it to the  
17 president and then he reviews and asks me questions  
18 if he wants more information and then he makes the  
19 final determination.

20 MR. LIEB: Okay.

21 DR. MIEDEMA: Now, if it says, if it said no  
22 at the level, the college-wide, the TPDC still  
23 reviews it to make sure process was followed?

24 MS. NORRIS: Always.

25 MR. LIEB: Correct.

1 MS. NORRIS: Always.

2 MR. LIEB: And that is --

3 MS. NORRIS: So if there's any language  
4 countering that, then it needs to be revised  
5 because it's our job as a college-wide council to  
6 ensure that faculty members are treated fairly and  
7 ethically per Article 11 and Appendices S and T.

8 MR. LIEB: And it does reflect that.

9 DR. MIEDEMA: I just want to make sure.

10 MR. LIEB: Yes. It still reflects that they  
11 will be reviewing all applications, in fact, it  
12 looked, in the past, it seemed like they were only  
13 reviewing favorable, not that they were, but that's  
14 what the language seemed to imply, which we've  
15 hopefully addressed that to where it's all things  
16 go to them.

17 Now, if there's a disagreement between the  
18 campus and the college-wide, college-wide has every  
19 right to ask for some clarification --

20 DR. MIEDEMA: Exactly.

21 MR. LIEB: -- and a reasonable time to get  
22 information. They can't force a change of the  
23 recommendation but they can at least try and --

24 MS. NORRIS: And you saw language reflecting  
25 what Andrew is referring to in the new addition of

1 the TPDC handbook?

2 DR. MIEDEMA: Yes.

3 MS. NORRIS: So that reflects that change.

4 DR. MIEDEMA: I just wanted to make sure that  
5 we're all on the same wavelength and reading it the  
6 same way. Because tenure is too important to mess  
7 up.

8 MS. NORRIS: Correct.

9 MS. HANDFIELD: Can I ask a question?

10 DR. MIEDEMA: Yes.

11 MS. HANDFIELD: So is it just if it's votes  
12 "no" at the campus level, it goes to college-wide?  
13 Are they only reviewing for procedure? Or are they  
14 reviewing the entire thing for a possible --

15 MS. NORRIS: We -- we review the entire  
16 portfolio. Every single applicant gets reviewed  
17 regardless of what the campus recommendation has  
18 been, whether it's favorable or not favorable.

19 MR. LIEB: The reason for that is because the  
20 only way to verify the process has been followed is  
21 to look and see, look, did they have the right  
22 number of beans in each pot. If they did, then  
23 there's an issue that we need to address.

24 MS. NORRIS: Right. And there are -- right,  
25 and we make sure that, you know, chain of custody

1 was followed. Confidentiality, all those things  
2 that are our job as a council to oversee, we make  
3 sure that all of that has been followed for each  
4 applicant which is often why it is necessary to  
5 meet two times and with the larger cohorts coming  
6 through, we might have to meet three times.

7 DR. MIEDEMA: Get ready.

8 MS. NORRIS: So -- right. Because it's too  
9 important to do poorly. We want to do a good job,  
10 so.

11 DR. MIEDEMA: That's why I was asking the  
12 questions as poignantly as I was because I want to  
13 make sure that we are -- this is too important for  
14 us to not take seriously and not to do the right  
15 way.

16 MR. LIEB: With 11.2, it's just some minor  
17 things in there. Like a "which" that should have  
18 been a "that."

19 A reference that we talked about removing,  
20 references to board policy because the statements  
21 being made, we know board policy works so it  
22 doesn't seem necessary.

23 With promotion, the biggie there was just  
24 under 11.3B Number 2, we added in, "or an  
25 additional discipline that is essential to the

1 college." Because if someone's looking -- it  
2 happened with automotive, someone is then be  
3 retrained to go teach in, you know, HVAC or  
4 something like that, we need for them to be able to  
5 say hey, the college is asking me to do this, it  
6 should still count.

7 And we also changed the satisfactory on the  
8 most recent evaluation there, as well.

9 Rank, you see, in 11.4, that's where we  
10 changed to one being automatic.

11 And then in 12, it was, I think, mostly minor  
12 changes. We did end up adding in the short-term  
13 online faculty signup per our previous discussion.

14 Under 12.1E, it should be the exact same  
15 language, but I want to point it out there so you  
16 guys have a chance to make sure it's still...

17 Most of 12 we left alone just because a lot of  
18 it's legalese that we know needs to be the way it  
19 is. And we added in 12.7, the FMLA part, the line  
20 that you guys wanted, "the faculty members on FMLA  
21 leave may not teach online or receive stipends for  
22 work not already completed." Well, that's the  
23 federal law so I'm -- it's -- we didn't have an  
24 issue with putting that in.

25 We eliminated the line under 12.12F, the

1           Number 1. It just didn't seem necessary anymore.

2           I think this was a holdover from back, I don't  
3 know, ten or 15 years ago that faculty were  
4 required to teach summers. I can't remember when  
5 it was. I believe that's just the holdover from  
6 that era. The line that says Eligibility, "faculty  
7 with three years continuous full-time satisfactory  
8 service at Eastern Florida State College may  
9 request a short-term summer professional leave with  
10 pay for up to eight weeks." I believe that was to  
11 cover, you know what, you've done three years,  
12 we'll give you the summer off kind of thing which  
13 does not seem necessary.

14           DR. MIEDEMA: The contract used to include a  
15 six- or an eight-week over the summer.

16           MR. LIEB: Correct.

17           DR. MIEDEMA: So if you didn't want to do  
18 that, you could do the short-term.

19           I had to write a sub -- a note for rationale,  
20 then I thought about it, oh, yeah, I know what that  
21 means.

22           MR. LIEB: Yeah, because it took me a minute,  
23 I'll put it that way. Someone had to remind me of  
24 why it's not necessary.

25           The other stuff, I don't think we had anything

1 else up to there.

2 We had a few things in Article 13. I don't  
3 know that we finished completely going through it.  
4 But mostly it's just the one was and "notify the  
5 appropriate supervising administrator at the time  
6 that they're telling human resources staff." Why?  
7 If you're telling human resources, you should  
8 probably tell the person who is going to call for a  
9 hiring committee.

10 We eliminated the websites listed just because  
11 we just said refer to FRS or Social Security  
12 websites.

13 And that's, I believe, as far as we got with  
14 13.

15 DR. MIEDEMA: Now, one of the things I do have  
16 to address, as we go along under 13.10, the salary  
17 checks, is that --

18 MR. LIEB: There's a calendar lineup issue,  
19 wasn't there?

20 DR. MIEDEMA: -- there's calendar lineup  
21 issue. And it won't affect anything other than,  
22 we'll say, 26 to 27 weeks, since it's now 25 to 26,  
23 or some such thing, but I need to get that from  
24 Mark and I was afraid to bother him this week, so.

25 MR. LIEB: Yeah, and that's --

1 DR. MIEDEMA: I will get that from him after  
2 the budget is finished.

3 MR. LIEB: I know that's to avoid, I think,  
4 it's four or five years from now, that there would  
5 be a pay period where it actually, a check would  
6 not be issued based on --

7 DR. MIEDEMA: Yeah. You'd go a pay period  
8 without money. Which --

9 MR. LIEB: So I don't think we're going to  
10 have an issue with that. They'll just let us know  
11 what the number is and --

12 DR. MIEDEMA: Absolutely. And I also wanted  
13 to double check that we're still doing 20 to  
14 21 weeks if individuals choose to be paid over the  
15 fall and spring term and not annualize it.

16 MR. LIEB: If accounting says it's not an  
17 undue burden, then, I mean, if somebody chooses and  
18 they want to do it that way, I hope they can  
19 budget.

20 DR. MIEDEMA: I don't have a problem it; I  
21 just wanted to make sure.

22 We only have a couple that choose that each  
23 year so it's no big deal.

24 All right. And that brings us right to the  
25 one we need to address.



1           MR. LIEB:  Yep.  And we'll do that looking at  
2           next Tuesday at 2:00 here?

3           DR. MIEDEMA:  Yes.

4           MR. LIEB:  We can go through them.  We'll all  
5           start going through all of them.

6           I did add in there, in 14, the ADPA thing we  
7           talked about, with changing the deadline --

8           DR. MIEDEMA:  Yes.

9           MR. LIEB:  -- and making it a firm March 15th  
10          and backing it 60 days from that.

11          I know I've had some questions from faculty,  
12          too, wanting there to be a little bit different  
13          language of, you know, to make the process a little  
14          more open, so it's something that we're currently  
15          exploring is, Do we need to standardize an  
16          application, a base application if you will?  And  
17          are these winning applications, then, made  
18          available for people to see what they did.  Or --  
19          we get into some confidentiality issues so we're  
20          working on that.  If you guys have any idea about  
21          that, though, please let us know and we'll --

22          DR. MIEDEMA:  I think the Academic Discipline  
23          Peer Award is just that.  It's something that  
24          faculty nominate themselves or other individuals.  
25          It's reviewed by a committee of their peers.

1           I have heard from some faculty that they'd  
2           like to see more consistency and my response has  
3           always been to them, go to your cluster. Because  
4           that's where these decisions --

5           MR. LIEB: Correct.

6           DR. MIEDEMA: -- are being made. I am not  
7           going to arbitrarily design a form or format or  
8           criteria for you as faculty because it is your  
9           award.

10          MR. LIEB: And that's where we might just look  
11          to try and unify how the forms are available and  
12          make sure that there's a consistent usage to where  
13          it's not literally changing every year.

14          That's something in English, and we've tried  
15          to move away from. It used to be that we just,  
16          every year, we created a new application and we're  
17          like this is -- doesn't make any sense.

18          We're going to use the same base application  
19          and we might tweak the way it looks, but it's going  
20          to be the same stuff and that's where we're going  
21          to explore some ways and I just wanted to put it on  
22          your radar as well.

23          DR. MIEDEMA: Well, we do have a cluster  
24          meeting that will be coming up in August with  
25          welcome back, so if that's something that you would

1           like to see put on the agenda, we can discuss that  
2           with the cluster chairs.

3           MR. LIEB:    Okay.

4           DR. MIEDEMA:  Because they get to meet with me  
5           a few days ahead of time.

6           MR. LIEB:  That's something that if we can  
7           come up with something, yeah, we can --

8           DR. MIEDEMA:  I'd be more than happy to bring  
9           that to the cluster chairs.

10          MR. LAMB:  How long is the cluster chair  
11          tenure?

12          DR. MIEDEMA:  Pardon?

13          MR. LAMB:  Three years?  One year?  Two years?

14          MS. NORRIS:  Two.

15          MR. LIEB:  Two years.

16          DR. MIEDEMA:  It's two --

17          MR. LIEB:  I'll --

18          DR. MIEDEMA:  It's 20 years, didn't you know  
19          that?

20          MR. LIEB:  Two years.

21          MR. LAMB:  Two years?  Okay.

22          DR. MIEDEMA:  Two years and then you can get  
23          re-elected.

24          MR. LIEB:  Okay.  I guess that leaves us then,  
25          probably at a good stopping point for today.

1           And we'll continue to look through the rest of  
2           them and we'll meet on Tuesday of next week to try  
3           and get budget stuff finalized; give us both sides  
4           time to look at stuff and figure out numbers.

5           And then, after that we'll come back and try  
6           and finish up the rest of it.

7           DR. MIEDEMA: Very good. I appreciate it. I  
8           appreciate your work and I appreciate you hanging  
9           in there with us.

10          MR. LIEB: Thank you everybody on the phone,  
11          too.

12          (The meeting was concluded at 3:52 p.m.)

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STATE OF FLORIDA:  
COUNTY OF BREVARD:

I, LISA A. BRADSHAW, Court Reporter, DO HEREBY  
CERTIFY that I was authorized to and did  
stenographically report the foregoing proceedings and  
that the transcript is a true and complete record of my  
stenographic notes.

I further certify that I am neither attorney  
or counsel for, not related to or employed by, any of  
the parties to the action in which this statement is  
taken; and further that I am not a relative or employee  
of any attorney or counsel employed by the parties  
hereto, or financially interested in the action.

DATED this 19th day of June, 2018.

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LISA A. BRADSHAW  
COURT REPORTER