

TRANSCRIPT OF THE  
UNITED FACULTY OF FLORIDA  
NEGOTIATION MEETING

June 17th, 2015

Eastern Florida State College

Melbourne Campus

Melbourne, Florida

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The transcript of the United Faculty of  
Florida Negotiation Meeting taken before Jill Casey, Court  
Reporter, held on the 17th day of June, 2015, commencing  
at 1:00 p.m.

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RYAN REPORTING  
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1 DR. MIEDEMA: Okay. We have the proposed  
2 agenda from UFF and I have no problems with  
3 addressing those things in the order listed. So,  
4 let's go ahead and proceed.

5 MS. SPENCER: Okay. So, Article 14. We met  
6 last week and you were making changes to things that  
7 you and I had TA'd.

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: So, I woke up in a panic one  
10 night oh, my god, we signed off on that. So, do you  
11 want to revisit some of those things? I mean, we're  
12 not going to go back and renegotiate the salary that  
13 we did.

14 DR. MIEDEMA: Well, let's take a look at it.  
15 The way the process works is tentative agreement, if  
16 we both agree to look at it, then we can take a look  
17 at it. So, let's see what those concerns and things  
18 are and we can move forward.

19 DR. MARSHALL: You want to go line by line on  
20 here?

21 MS. SPENCER: Let's do that.

22 DR. MIEDEMA: Yes.

23 DR. MARSHALL: So, the dates and percentages,  
24 we just changed those. Line 2602.

25 MS. SPENCER: Yeah, and we didn't see that

1 covered, the transcripts.

2 DR. MIEDEMA: It talks about the transcripts  
3 but it doesn't give a specific date. So, we'll deal  
4 with leaving it to.

5 MS. SPENCER: Okay. Great.

6 DR. MARSHALL: I'm go to go ahead and delete  
7 those then?

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: Great.

10 DR. MARSHALL: Line 2630.

11 MS. SPENCER: Yeah, this is what we talked  
12 about. If you back up there, there was language we  
13 also -- that changed in the minimum salary schedule.  
14 If you go back up, please.

15 DR. MARSHALL: To?

16 MS. SPENCER: 14.3, line 2610. So, we struck  
17 that. We both -- we had both looked at that and said  
18 that's really unnecessary. Just want to acknowledge  
19 we're okay with that.

20 DR. MIEDEMA: Yes.

21 DR. MARSHALL: Am I okay to delete that then?

22 DR. MIEDEMA: Yes, you may delete that. We  
23 have agreed to that.

24 MS. SPENCER: And then here's where we sat down  
25 and we were talking last time about those

1 supplemental contracts which appear in Article 8 and  
2 they're also here in Article 16. In Article 8 it  
3 says compensation will be provided as in Article 14  
4 and there's nothing specific about those assignments.  
5 We talked at the table last time I think thinking  
6 about those in terms of non-instructional  
7 assignments. So, for example, you mentioned the  
8 curriculum for the new program that you wanted to  
9 have written. So, this would be the thing that would  
10 provide you a mechanism to do that, right, to employ  
11 faculty for those things. And it's not really a  
12 supplement because you're going to apply, for  
13 example, in the curriculum issues over the summer  
14 you're going to contract the faculty to do these  
15 things, other things that might come up, the creation  
16 of a program management handbook or some other things  
17 that you need in order to get these programs up to  
18 speed. So, we wanted to provide something that  
19 was -- we had that language.

20 DR. MIEDEMA: In the definitions.

21 DR. MARSHALL: We did.

22 MS. SPENCER: In the definitions, yeah.

23 DR. MARSHALL: I put auxillary assignment in  
24 the definitions and then I think we need to  
25 probably -- there probably are going to be a couple

1 of locations that we'll have to further clarify what  
2 that means exactly in terms of --

3 DR. MIEDEMA: Well, I noticed that you --  
4 instead of having it in this article you added it in  
5 under another place within the Article 14.

6 DR. MARSHALL: Right.

7 MS. SPENCER: Because we weren't sure where you  
8 wanted to put that. I mean, we have supplemental  
9 monetary supplements 14.6 and then we put it as the  
10 final thing in the monetary supplements. So, that  
11 was on there. And then we also put it in Article 8  
12 and we'll go through that and look at that. And then  
13 the definitions Article 8 and Article 14. Then there  
14 would be a correlator, we can either define the  
15 compensation in this article, say here's what you  
16 get, or we can put it in the appendix like we do for  
17 some of those other programs, or those supplemental  
18 petitions and see what you want to do there.

19 DR. MIEDEMA: Well, I don't have an issue with  
20 the location. We can put it wherever we feel it  
21 makes the most sense. I do need to change a little  
22 bit with the verbiage that is specified.

23 DR. MARSHALL: So, before we go to do that, is  
24 it okay if I just delete it away from here and we'll  
25 work on it under the next?

1 DR. MIEDEMA: Yes, you can delete from that  
2 section.

3 MS. SPENCER: Thank you.

4 DR. MARSHALL: And we'll work on it down here,  
5 is that right?

6 DR. MIEDEMA: Before we go to far, go back up  
7 to 14.6, please.

8 DR. MARSHALL: Is that in program coordinator?

9 DR. MIEDEMA: Line -- oh. It used to be 14.6.  
10 It is 14.6.C, overload courses. Let me just point  
11 something out here. Right there.

12 DR. MARSHALL: Here we go.

13 DR. MIEDEMA: Doctoral degree, we will now be  
14 paying at 63.67. That brings up the category to --

15 DR. MARSHALL: We're okay to make those  
16 changes?

17 DR. MIEDEMA: Yes.

18 MS. SPENCER: We are, yes.

19 DR. MIEDEMA: The reason being that when  
20 Dr. Richey made the announcement at the Board meeting  
21 on Monday that adjuncts should get a 2% increase, HR  
22 did the calculation and then I compared it to what  
23 we're paying full-time faculty to do that, I wanted  
24 to make sure it was at least the same amount that you  
25 would get if you were just an adjunct, so.

1 MS. SPENCER: And that was the only one that  
2 was?

3 DR. MIEDEMA: No, there are actually Masters  
4 degree.

5 MS. SPENCER: No, Masters she said, not Masters  
6 plus.

7 DR. MIEDEMA: No, the Masters degree was 56.65  
8 needs to be 56.76.

9 MS. SPENCER: Oh.

10 DR. MIEDEMA: Yeah, it's a biggie. But the one  
11 that makes -- and Baccalaureate, 50.93, another  
12 biggie but I wanted to make sure that we addressed  
13 those and we got that in the contract as well.

14 MS. SPENCER: And the Master plus 30 was?

15 DR. MIEDEMA: Even though we had TA'd I thought  
16 we'd go back and look at that.

17 MS. SPENCER: Thank you. Masters plus 30 was  
18 no difference then?

19 DR. MIEDEMA: That one was okay.

20 MS. SPENCER: Okay.

21 DR. MIEDEMA: I did the math on each one of  
22 them.

23 DR. LAMB: But those aren't all just 2% higher,  
24 are they?

25 MS. SPENCER: No.

1 DR. MIEDEMA: No, what we did is make sure that  
2 we were at least where the adjuncts were.

3 DR. LAMB: Got it. Got it, got it.

4 DR. MIEDEMA: All right. Now you can go on.

5 MS. SPENCER: So, you wanted to make some  
6 changes to the verbiage here you said, the language,  
7 you had some --

8 DR. MIEDEMA: The language.

9 MS. SPENCER: We had talked about this.

10 DR. MIEDEMA: Right. The language that says an  
11 auxillary assignment, non-instructional assignment  
12 for full-time faculty for a specified time and a  
13 clearly defined purpose. I'm absolutely fine with  
14 that. In advance of assignment the college is  
15 obligated to define the assignment and announce the  
16 position to all full-time faculty. It may not be  
17 appropriate to announce to all full-time faculty.

18 MS. SPENCER: Yeah. Well, would you like to --  
19 I mean, the reason -- I know, we were working on that  
20 and the reason we put that in there is to understand  
21 that if there is a position available, if there is an  
22 opportunity that the faculty have -- that there be  
23 some transparency and some rationality and that was a  
24 way -- that was what we came up.

25 DR. MIEDEMA: I don't have a problem with



1 opening it up to more individuals but we need to have  
2 something in there that defines that it is --

3 MS. SPENCER: Eligible faculty.

4 DR. MIEDEMA: Eligible faculty.

5 MS. SPENCER: Okay.

6 DR. MIEDEMA: That would address it because if  
7 I'm asking to have the nursing curriculum reviewed,  
8 Lynn, I'm not going to ask you to do it. I'm sorry,  
9 I love you but I'm not going to do that.

10 MS. SPENCER: Right.

11 DR. MARSHALL: So, if we insert the word  
12 eligible here.

13 DR. MIEDEMA: Right. And then the other thing  
14 I'd it to say is rather than say that the college is  
15 obligated, just say the college will.

16 MS. SPENCER: Okay. That's fine, yeah.

17 DR. MIEDEMA: It just makes it sound like you  
18 have to twist our arms to do that and I don't think  
19 that that's a fact. We want to be as transparent as  
20 possible.

21 MS. SPENCER: Great.

22 DR. MIEDEMA: And then compensation will be  
23 specified. I don't necessarily know what each of the  
24 compensations is going to be. Can we be a little  
25 more general and say will be comparable for

1 comparable assignments, or equal for comparable  
2 assignments, so. If it's curriculum everybody gets  
3 this rate but if something else comes up it's not  
4 going to be in the appendix.

5 MS. SPENCER: Can I ask you about the  
6 curriculum? I think there should be something in the  
7 appendix but -- and we can talk about that, but in  
8 terms of paying for curriculum, I understand the  
9 pressing need to get these programs up and running  
10 but it's kind of a touchy thing.

11 DR. MIEDEMA: I know it is.

12 MS. SPENCER: People have written a lot of  
13 curriculum.

14 DR. MIEDEMA: That's why it's real touchy to  
15 say that. If you put in an appendix and say there  
16 are situations that will pay \$400 for someone to  
17 write a curriculum, then why I don't pay it all year  
18 long when is that is part of the job of the faculty,  
19 it's part of the job of the cluster chairs, it's part  
20 of the responsibilities. The difference is this is  
21 being done under a tight framework because regulatory  
22 agencies are requiring that we make changes and it's  
23 being doing while faculty are off contract. So,  
24 somewhere along the line we need to identify that  
25 these are for things that are outside the normal

1 scope of the faculty role.

2 MS. SPENCER: Right. And the issue that --  
3 with the curriculum though is maybe if there's some  
4 mechanism where you provide notice to the bargaining  
5 agent for the faculty, like UFF, and let us know this  
6 is what's happening. And I understand the priorities  
7 but --

8 DR. MIEDEMA: Yes.

9 MS. SPENCER: But something in there that says  
10 a deviation from this. Are we allowed -- I don't  
11 know, we'll have to caucus and talk about it but  
12 there's got to be some way we can craft language that  
13 doesn't leave it wide open.

14 DR. MIEDEMA: I would rather say that the  
15 compensation will be reviewed with UFF leadership  
16 prior so that we have that compensation, you know  
17 what we're doing and why we're doing it. That's that  
18 transparency and I don't have an issue with that at  
19 all. Because I don't necessarily have a dollar  
20 amount that I can state for any situation that might  
21 come up that is an emergency exception and this is  
22 done as an exception, this is not done as a routine,  
23 and maybe we need to say that.

24 MS. SPENCER: Okay.

25 DR. MIEDEMA: That it's done on an exceptional

1 basis and with review with UFF.

2 MS. SPENCER: So, in terms of having some sort  
3 of -- you know, instead of pulling a number out of  
4 the air we talked about maybe if you are employing  
5 faculty when they're off contract to do these  
6 assignments, pay them their daily rate of pay. So,  
7 if it takes a day to write four courses or two days  
8 to write four courses or whatever, then you pay them  
9 a that rate. That was one option we talked about.  
10 Or to provide a baseline. So, if it's important and  
11 if it's an exceptional situation, then there should  
12 be an expectation that there -- this matters and the  
13 compensation will be at a minimum this amount, which  
14 I would think would be the equivalent of a three  
15 credit course or thirty points is what we were  
16 talking about. Now, that's not consistent with what  
17 you mentioned last week but in thinking about the  
18 exceptionalities, is that something you would  
19 consider? That would at least make it reliable so  
20 you would say okay, I've got this auxillary  
21 assignment and here's what I've got to pay, is it  
22 really that important, is it something that we can't  
23 get done during the regular year, is it something. I  
24 know you make those decisions all the time, I'm a  
25 suggesting that, at least then you have the benchmark

1 and it's a little more reliable for faculty, it's a  
2 little more transparent whether you say it's daily  
3 rate of pay or whether you say it's going to be a  
4 benchmark minimum of thirty points for an assignment.

5 DR. MIEDEMA: Well, I can tell you that there  
6 would be very few auxillary assignments if I have to  
7 guarantee everybody a thirty point payment because  
8 some of these things are going to be more, some are  
9 going to be less and that's just not going to work  
10 very well.

11 MS. SPENCER: Daily rate of pay is a lot less  
12 than that, isn't it?

13 DR. MIEDEMA: What is the standard for writing  
14 curriculum? Does it take you one day or two days.

15 MS. SPENCER: I don't, that's a good --

16 DR. MARSHALL: Depends on the course.

17 MS. SPENCER: I was trying to think about that  
18 too. I mean, the course, it's a lot of mulling it  
19 around in your head and looking at stuff and then  
20 when you sit down and write it, I don't know. Laura  
21 could speak to that.

22 DR. MARSHALL: Well, and then it also rewrites  
23 as it goes through the process of approval. So, you  
24 have that to factor in also.

25 Are there other assignments that we're

1           considering here or are we really just talking about  
2           curriculum writing?

3           DR. MIEDEMA: Well, that's the only thing that  
4           we have used this for in recent times at all and  
5           that's only been this summer. So, we could even  
6           change it completely and just say that an auxillary  
7           assignment is only done under extenuating  
8           circumstances and will be negotiated.

9           MS. SPENCER: Yeah, that's fine. I mean,  
10          because this summer you're not going to have that  
11          issue because we're still under the old contract,  
12          it's going to be until this is ratified. So, if  
13          you -- I don't -- do you anticipate having the same  
14          crunch next summer or this is a one time thing. So,  
15          really we're not looking at anything that's --

16          DR. MIEDEMA: What we tried to do this summer  
17          is basically a catch up year because there was so  
18          many changes that came from the state and so many  
19          other curriculum changes. The problem has been that  
20          curriculum doesn't get to AAC until November or  
21          January and then they have just a couple of months to  
22          try and handle all of this. By doing some over the  
23          summer we can get some into that Fall cycle so we  
24          reduce the stress load on that team that are trying  
25          to do that review and once -- and we actually have

1 established through the AAC, from what they've told  
2 me, two dates. So, if you want it reviewed in the  
3 Fall, it has to be in by this date. If you want it  
4 reviewed by the Spring, it has to be in by this date.  
5 So, we shouldn't have this crunch going further  
6 unless the state throws us another boomerang saying  
7 we need twenty courses rewritten by tomorrow.

8 DR. MARSHALL: Oh, that's not going to happen.

9 MS. SPENCER: Are they done -- they're done  
10 this week, aren't they? Is this the last week of the  
11 session.

12 DR. MARSHALL: They finished.

13 MS. SPENCER: They finished?

14 DR. MARSHALL: Two days ago.

15 MS. SPENCER: Two days ago. I haven't even --  
16 boy, I tried to.

17 DR. MARSHALL: They signed it at midnight.

18 MS. SPENCER: Okay.

19 DR. MARSHALL: So, let me ask this question  
20 then. If we're really just talking about some  
21 specific circumstances for curriculum development,  
22 maybe we can clarify this by calling it auxillary  
23 curriculum development assignments and then define  
24 what that means more clearly.

25 MS. SPENCER: I like the idea of leaving it not

1 tied to curriculum because there might be  
2 circumstances where you want to write a program  
3 managers handbook. That's a discussion that's  
4 happening because you're hiring a lot of new faculty  
5 who are managing programs and they don't know the ins  
6 and outs of where's these things go. There's a -- as  
7 an example. So, I mean, I don't want to tie it down  
8 just to curriculum. And if you start to say that  
9 it's just for curriculum, then you're going to have a  
10 whole bunch of faculty that are going to be really  
11 mad because they've written all this curriculum and  
12 gone through all this process and they didn't get  
13 paid, so.

14 DR. MARSHALL: So, can we more clearly define  
15 what these things are that we're discussing? So now  
16 it's curriculum development and handbook writing.  
17 Those are two very different things.

18 MS. SPENCER: That's just as an example.  
19 Right.

20 DR. MARSHALL: I understand what you're saying  
21 but my point is those are two very different things  
22 that take different -- you take different approaches  
23 to doing them and they take a different amount of  
24 time to do. So, putting a baseline figure on this is  
25 going to be challenging if we're going to have this



1           giants category of stuff outside of the scope of my  
2           job that I may or may not be asked to do.

3           MS. SPENCER: Right. Well, that why I'm saying  
4           we should have a baseline either daily rate of pay or  
5           a minimum with these points with the understanding,  
6           is what you said, this is extraordinary thing and  
7           you're probably going to make use of that very often  
8           but we want to make sure that you have the mechanism  
9           to do that if you need that.

10           What are the other circumstances under which --  
11           the curriculum I understand, writing handbook, you  
12           know, what else in other circumstances would you find  
13           that you would use an auxillary instead of  
14           reassignment or something like that?

15           DR. MIEDEMA: If you use a daily rate of pay,  
16           how do you I negotiate how many days. I need a  
17           program manager handbook done, how many days is that  
18           going to take you to write. Or do I just say it's  
19           open-ended until you get it done.

20           MS. SPENCER: No, you wouldn't do that, that  
21           would be foolish, right. You would say listen, I'm  
22           going to give you three days, do you want the job,  
23           right.

24           DR. MARSHALL: I want that job.

25           MS. SPENCER: Or I'll give you two eight hour

1 days, do you want the job.

2 DR. MIEDEMA: Right, and that's why my  
3 suggestion was that we just put simple statement in  
4 there that says this is extraordinary circumstances  
5 and we will sit down and we'll have that conversation  
6 so that you feel comfortable that I'm not taking  
7 advantage of anyone. We need that opportunity. And  
8 then you can say no, no, last year you paid this for  
9 this and this is comparable, e it should be paid this  
10 and I think that's appropriate.

11 MS. SPENCER: So, when we caucus you can write  
12 language, you can strike that. So, we'll say we have  
13 some understanding of what we're doing here. I like  
14 the extraordinary thing in that we'll consult on the  
15 or negotiate, I don't know negotiate, about the pay.  
16 Okay. So, and that would an okay place to leave that  
17 then for now?

18 DR. MIEDEMA: Yes, let's just --

19 MS. SPENCER: Okay. We're all right with that.  
20 Okay. So --

21 DR. MIEDEMA: That should be relatively easy to  
22 resolve.

23 MS. SPENCER: Yeah, we put some new stuff in  
24 there. You saw that, yeah?

25 DR. MIEDEMA: Yes, the high performing faculty

1 supplement.

2 MS. SPENCER: You mentioned last week -- I like  
3 the look on your face. Did you get that? You  
4 mentioned last week when we were talking about  
5 performance incentives and perform pay and that  
6 ADPA's is a peer award and that's a good thing, we  
7 want to keep that in place, but in terms of this  
8 point system in the previous negotiation session we  
9 talked about this as away to give you a quantifiable  
10 measure to tell the state here's our faculty, they've  
11 met this benchmark and then faculty that exceed that  
12 benchmark and we put a hundred percent in there. So,  
13 faculty who exceed the benchmark for MCC be  
14 compensated, we had talked about a 100% of the  
15 benchmark or -- and we're just talking are you  
16 interested in doing that on a trial basis maybe  
17 looking at that. So, the idea would be that a  
18 faculty member who exceeds their MCC requirements in  
19 any cycle by a 100%, this is what we were talking  
20 about, would get so much added to base, to their base  
21 salary. That's -- that's something to talk about and  
22 it may not go into this contract cycle but we wanted  
23 to put that out there.

24 DR. MIEDEMA: I think it's a good discussion  
25 point to have, I'm not sure that this contract is

1 where we need to put it because probably what we also  
2 want to talk about is the ADPA process and this and  
3 also the endow faculty chair and see if we can come  
4 up with a mechanism by talking about how we can reach  
5 excellence and how we can define excellence and how  
6 we can reward excellence, and I don't have a problem  
7 with any of those things, I just don't think that at  
8 this point we have enough specifics to be able to say  
9 this is part of the contract, but I will commit to  
10 working on this in the whole packet to make sure that  
11 we have something going forward that will make sense.

12 MS. SPENCER: Okay. Well, we'll strike that  
13 for now.

14 DR. MIEDEMA: I think it's a great idea.

15 DR. MARSHALL: You want me to take it out?

16 MS. SPENCER: Yeah, you can take it out, yeah.

17 DR. MIEDEMA: I just didn't feel like we had  
18 quite enough to say this is it for now.

19 MS. SPENCER: And then we had reviewed together  
20 the ADPA section last week, I don't think there's any  
21 changes we made to that.

22 And We didn't get to talk about, did we, the  
23 professional learning? Yeah, we did, we made the  
24 changes to that last week as well, did we not,  
25 professional learning activity support saying that

1 would report to you instead of the?

2 DR. MIEDEMA: Correct.

3 DR. MARSHALL: Okay. What is it that I need to  
4 fix here?

5 MS. SPENCER: Is that your copy or mine?

6 DR. MARSHALL: This is what came from you but  
7 it's on my drive.

8 MS. SPENCER: I think we changed, did we?

9 DR. MIEDEMA: We stopped it right there because  
10 we don't need to say it's for a specific year since  
11 it's in the contract.

12 DR. MARSHALL: So, take that out.

13 MS. SPENCER: Right.

14 DR. MIEDEMA: Yes. And then that was my  
15 initial conversation but we changed it to what's  
16 here. So, you can eliminate my temp note.

17 DR. MARSHALL: It's happening.

18 DR. MIEDEMA: And that's 14.

19 MS. SPENCER: That's it, good. So, we can re  
20 TA that or just tear up the other maybe before we  
21 leave today.

22 DR. MIEDEMA: Yeah, um-hmm. We'll look at  
23 that, we just want to get the language into E and  
24 then we follow that same language in the definitions  
25 and we follow that same language in Article 8 and I'm

1 good with that.

2 MS. SPENCER: We can probably TA Article 4 too  
3 while we're at it because that's the duration of the  
4 agreement.

5 DR. MIEDEMA: Yes. That was the only thing we  
6 had remaining on that one.

7 MS. SPENCER: Yeah, that was the other thing we  
8 were talking about there.

9 DR. LAMB: That's not on our agenda, we can't  
10 do it.

11 DR. MIEDEMA: Somebody had a day off, I can  
12 tell, he's feeling his oats.

13 MS. SPENCER: Okay.

14 DR. MIEDEMA: All right. So, where do we want  
15 to go now?

16 MS. SPENCER: Do you want to look Article 6 or  
17 Article 8?

18 DR. MIEDEMA: You tell me which one you want to  
19 go to next.

20 MS. SPENCER: We look at it while we're fresh.

21 DR. MIEDEMA: Sure.

22 MS. SPENCER: Let's go with the agenda, Article  
23 6, we look at that. Did you look at the language  
24 that we put in there? We never got to talk about it  
25 at the table. We had proposed language to address

1 that handbook concern on page 38, 6.16, that  
2 highlighted language. I don't know if you got a  
3 chance to look at it but.

4 DR. MIEDEMA: Yes, I did look at that. I think  
5 we have several places where we address particularly  
6 with tenure and professional development that the  
7 specifics for this are in the handbook and I'm fine  
8 with that. I still have an issue with saying that it  
9 is it is incorporated into the agreement and the  
10 reason I have difficulty with that is just again what  
11 we've said is two hundred and sixty-two people  
12 reviewed this and approve it, thirty or less review  
13 and approve the handbook and I just -- I have -- I  
14 would hate to have the contract not approved because  
15 of a handbook. Somebody reads through the handbook  
16 and says I don't like the way they're doing that, I'm  
17 not going to approve the contract because that's  
18 their right at that point in time. I just don't  
19 think that that serves the purpose. I really would  
20 like to see this -- the critical pieces in the  
21 contract and the latitude to operationalize those  
22 things in the handbooks. So, I still -- I'll review  
23 it with my team when we do a caucus but that's still  
24 a question that I have.

25 MS. SPENCER: I have some -- can you show her

1           that language? And I have -- when we caucus I'll  
2           talk to my team a little more about this but the  
3           handbook. So, instructional procedures will not be  
4           changed except according to review cycle and  
5           procedures established in their respective handbooks  
6           or by mutual agreement of the parties to the CBA.  
7           So, right now the handbooks were revised, or they're  
8           weighting for approval or I don't know what the  
9           process is for the AAC, you revised that one was it?

10           DR. MARSHALL: I revised the formatting.

11           MS. SPENCER: Okay.

12           DR. MARSHALL: I took some suggested materials  
13           that came from various venues and incorporated that.  
14           That went back to Scott Harbor.

15           MS. SPENCER: Right. I remember Tony was --  
16           Tony, when we wrote the -- when we worked on the  
17           original handbook for the AAC, do you remember there  
18           was language in there that said it established a  
19           review -- not a review recycle but changes, how  
20           changes could be made in the handbook, under which  
21           condition, so.

22           DR. MARSHALL: So, that's in the AAC handbook,  
23           the faculty handbook is the one that I worked on.

24           MS. SPENCER: Okay. Sorry, I misspoke then.

25           DR. MARSHALL: But I did include at the end of



1 the faculty handbook a revision cycle and how to  
2 handle scribner's errors and/or major content  
3 changes. I don't know if they adopted that or not  
4 because once they sent it back to Scott. My only  
5 real job was to get the formatting fixed.

6 MS. SPENCER: Okay. And we do in the AAC  
7 handbook, this is the latest, this is April 2014  
8 iteration, so there's still language in that says  
9 there's a procedure for additions, revision and  
10 update and amendments. So, if we have that, if we  
11 just have a reference to that, that it won't be  
12 materially changed except according to the handbook  
13 procedures. I mean, would that work? We need in the  
14 TPDC handbook though and we can Debbie Anderson and  
15 her council to put that in there. So that they're  
16 not making wholesale changes to these processes that  
17 affect faculty livelihood and wages, hours and  
18 working conditions.

19 DR. MARSHALL: And that should probably be the  
20 same language and the same cycle for all of the  
21 handbooks, all of the major handbooks. So, you're  
22 talking about the handbook that drives the AAC, the  
23 faculty handbook and the TPDC handbook probably need  
24 to be on the same revision cycle with the same exact  
25 language in each handbook.

1 MS. SPENCER: That would be good. Would  
2 that -- and then that way we just have that statement  
3 instead of saying that they're by extension included,  
4 or reference included in the contract. It's  
5 essentially -- it's really the same thing, it allows  
6 you some mechanism to say they changed it and they  
7 didn't observe their own procedures.

8 DR. MIEDEMA: But if it's a faculty driven  
9 process and faculty don't follow their own process,  
10 by having it attached to the contract I'm responsible  
11 for it.

12 MS. SPENCER: Right, that's what I'm saying we  
13 have this instead, we just have a statement that says  
14 the handbooks won't be --

15 DR. MIEDEMA: You're still not hearing what I'm  
16 saying.

17 MS. SPENCER: Okay. I'm not.

18 DR. MIEDEMA: You miss your deadline that  
19 you've established internally in your handbook, I'm  
20 the one held accountable for it because I'm the  
21 administrative person because it's part of the  
22 contract. The contract says what I have to do to  
23 support faculty. So, when the handbook is attached  
24 to it, anything that's in that handbook in addition  
25 to the hundred and twenty-five pages that are here,

1 I'm accountable to make sure that you've done the job  
2 that you need to do. If you don't real elect a  
3 president or the chair the way you said you're going  
4 to do it, I can be held accountable for that. That's  
5 your business to run, not my business unless I go to  
6 every meeting and I make sure that everything's being  
7 done which I don't think is what you want. You don't  
8 want me hanging out at every meeting.

9 MS. SPENCER: I don't see how -- I mean, we've  
10 had this issue before with other processes where the  
11 faculty have the say in things. So, the ADPA  
12 process, there were complaints about the way that  
13 handled but faculty can't grieve processes against  
14 other faculty members. And they don't come to the  
15 administration, they have no case against the  
16 administration for that in that instance, right. But  
17 it also protects you from changes.

18 I mean, if the AAC gets in there and they elect  
19 somebody and they decide they're going to change the  
20 tenure process and now it's going to be this and the  
21 only thing you need to do is, right.

22 DR. MIEDEMA: Well, several years ago we did  
23 have a situation where one of the cluster groups did  
24 not report there ADPA and I was told that they were  
25 going to file a grievance against the administration

1           because I should have made that happen. It never  
2           happened but I'm just saying that's where I get a  
3           little discomfort in that process because if you say  
4           this is the deadline that you've set internally,  
5           we're not in violation of the contract but we are in  
6           violation of the handbook, what is my accountability.

7           MS. SPENCER: Well, does that address it?  
8           Right. It just says that the councils won't -- will  
9           make changes according to their review cycle and  
10          procedures that they establish in their respective  
11          handbooks or by mutual agreement of the parties of  
12          the CBA and that's -- that just says they won't --  
13          and in that handbook, for example, they still have  
14          language that says they'll notify you and they'll  
15          notify UFF when they're doing this.

16          DR. MARSHALL: I think the clarification that  
17          you're asking for is something to the effect of --  
18          you know, there are things in the handbook that have  
19          nothing to do with the contract necessarily.

20          MS. SPENCER: Yeah, I understand that.

21          DR. MARSHALL: You want that stuff set aside is  
22          what you're saying.

23          DR. MIEDEMA: Yeah, because that doesn't affect  
24          me, it affects how you run your business.

25          MS. SPENCER: Right.

1 DR. MARSHALL: Right. So, what we're really  
2 talking about here is the content of the handbooks  
3 that does have relevance to the contract and that's  
4 maybe how we need to think about writing that piece.

5 MS. SPENCER: Yeah, and that's -- I think  
6 that's what we did, right? So, that's the language  
7 that we proposed in here but we can look back and --  
8 we'll caucus and see if we can tweak it.

9 DR. MIEDEMA: We'll take a look too.

10 MS. SPENCER: Because we'd like to move this  
11 down the road.

12 DR. MIEDEMA: But that's where it's coming from  
13 and it's not that that happens, it's not that I'm  
14 afraid of a grievance, because I certainly know how  
15 to handle a grievance.

16 MS. SPENCER: I know, you got enough things to  
17 deal with.

18 DR. MIEDEMA: But it's that whole thing is that  
19 it raises a level of disparity that we don't need to  
20 have. We're here to work together. We have too much  
21 to do to have to deal with situations that should  
22 have been handled here that now are handled here.

23 MS. SPENCER: We had a question earlier in  
24 the -- so, we'll do that at caucus.

25 Early in the Article 6.7, outside employment,

1 did we talk about this? We were reviewing it again.

2 DR. MIEDEMA: Yes.

3 MS. SPENCER: About in the event a conflict  
4 between employment. Its line 581, 582.

5 DR. MARSHALL: It use to be on yours. I've got  
6 it.

7 MS. SPENCER: Oh.

8 DR. MARSHALL: Well, because I've changed stuff  
9 since we started today, but it's close.

10 MS. SPENCER: I'm looking at the bottom part of  
11 it, right, in the event a conflict between employment  
12 with the college does occur. Now, why -- do we have  
13 administrative procedures that ensure?

14 DR. MIEDEMA: Yes, we do.

15 MS. SPENCER: What are they?

16 DR. MIEDEMA: In fact, I was just going to pull  
17 it up for you.

18 MS. SPENCER: It's in the Board's manual.

19 DR. MIEDEMA: I think I have it with me. It's  
20 procedure 310.4, conflict of interest, that's where  
21 it comes from. And I'll share the document that we  
22 have that everyone is asked to sign because we're  
23 trying to make sure that that we're not addressing  
24 conflict of interest.

25 DR. MARSHALL: You want me to see if I can put

1           it up here?

2           DR. MIEDEMA:   And the reason that we talk about  
3           this being primary is that we do not limit the amount  
4           of outside work an individual can do unless it  
5           affects their performance here.

6           MS. SPENCER:   Right.

7           DR. MIEDEMA:   And so that's the only reason for  
8           that language in there is if we're a situation where  
9           I'm working full-time here and I'm working three  
10          other jobs full-time and I start to not meet my  
11          obligations here, that we go back and say look, this  
12          is primary, you need to clean up your other stuff and  
13          get back.   And we have had to address that not with  
14          faculty but with staff before.   So, that's the same  
15          language that we use for staff.

16          MS. FURGUESON:   Can I?

17          DR. MIEDEMA:   Yes, please.

18          MS. FURGUESON:   One of the things that we use  
19          this form a lot for is when we have an employee that  
20          has an on-the-job injury, and I've just had this  
21          recently happen, we always do a whole research on  
22          this and come to find out the injured employee was  
23          out of work here but was working the second job.   So,  
24          if we have this form on file, that's where we can go  
25          and look and it's serves quite a good purpose.

1 MS. SPENCER: So, the adjunct employees sign  
2 that? I mean, part-time faculty, they do?

3 MS. FURGUESON: If -- yeah, if they have a  
4 second job when they come on board or if they obtain  
5 a second job, you know, throughout their employment,  
6 then we -- they're supposed to.

7 DR. LAMB: Part-time staff also?

8 MS. FURGUESON: Yes, every single employee.

9 DR. LAMB: Oh, my Lord. How long has this been  
10 around?

11 MS. FURGUESON: I've been here thirty --  
12 thirty-one years. Long time.

13 DR. LAMB: Oh, my Lord, I wish I knew about  
14 that.

15 DR. MIEDEMA: You probably signed it when you  
16 started.

17 DR. LAMB: Oh, if we're talking about me, I  
18 have an outside job and I remember very carefully  
19 signing. I'm thinking about a theater worker who  
20 liked to call two hours before he was due here saying  
21 oh, I got a job in Orlando so I'm there.

22 DR. MIEDEMA: Exactly. And that's what's this  
23 does to protect us.

24 DR. LAMB: Got it. Got it, got it.

25 MS. SPENCER: Okay.



1 DR. MIEDEMA: That's what it's for.

2 MS. SPENCER: You can strike that.

3 DR. MARSHALL: We're striking it?

4 MS. SPENCER: We'll strike that comment, yeah.

5 DR. MIEDEMA: I thought it would be helpful to  
6 see, that's why Darla brought it. Thank you.

7 MS. FURGUESON: Um-hmm.

8 MS. SPENCER: And 6.11, enhancement of  
9 professional skills, we're going to -- we talked  
10 about that but still in there. We talked about the  
11 loan reimbursement. Student loans must be in good  
12 standing and current within the past twelve months  
13 and may not be delinquent and I think your final  
14 assessment of that was you didn't want to do that or  
15 we're not doing that.

16 DR. MIEDEMA: Well, I asked Darla to pull up  
17 what we currently pay just in deferment and tuition  
18 reimbursement. Last year for faculty alone it was a  
19 \$30,000. So, we're talking about a signature dollar  
20 amount that if we go to increase this is definitely  
21 going to affect other services.

22 MS. SPENCER: When you say deferment, do you  
23 mean -- so I'm taking a ceramics class, is that what  
24 you mean, a deferment for that?

25 DR. MIEDEMA: Yes.

1 MS. SPENCER: Materially it's not. I'm just  
2 taking a seat in the class but it's not costing  
3 money. So, that's combining both of those things,  
4 the tuition reimbursement.

5 DR. MIEDEMA: If you want to look at  
6 reimbursement, it's a \$126,896 in reimbursement.

7 MS. SPENCER: Okay.

8 DR. MIEDEMA: Actual dollars out, which is a  
9 significant dollar amount. And if you listen to  
10 Dr. Richey's discussion at the Board meeting, we  
11 already cut twenty-five positions. So, I have a real  
12 hard time with adding more stuff. We just need to  
13 take a look at if we want to redo how we give the  
14 money out, I'm fine with that, but to add more at  
15 this point in time is probably not in the cards.

16 MS. SPENCER: Okay.

17 DR. MIEDEMA: But if we want to take a look at  
18 revising and say okay, we're going to set the limit  
19 here for this type of thing and here for this type of  
20 thing so that we don't exceed this dollar amount, I  
21 think we're okay with that, or somewhere in that  
22 neighborhood.

23 MS. SPENCER: I think we'll have to -- we'll  
24 talk about that at caucus.

25 DR. MIEDEMA: That's why I wanted you to see

1 what the actual costs were.

2 MS. SPENCER: Thank you, appreciate that.

3 DR. MIEDEMA: Because that does help. And  
4 again, there's nothing here that's secret, anything I  
5 know I will share.

6 MS. SPENCER: Thank you.

7 DR. MIEDEMA: That's why I brought some of that  
8 information with me.

9 MS. SPENCER: On 6.14, I think that's the  
10 eLearning. I guess -- and you said before eLearning  
11 is -- okay. We'll just put the language here on line  
12 694. 693, Debra?

13 DR. MARSHALL: It is on the copy that -- oh,  
14 sorry.

15 DR. MIEDEMA: 6.14.

16 DR. MARSHALL: I don't know how to get back to  
17 that now.

18 MS. SPENCER: Hit the big button on the desk  
19 top, will it work?

20 DR. MIEDEMA: All right. The question was with  
21 eLearning.

22 MS. SPENCER: Yeah.

23 DR. MIEDEMA: ELearning is not considered a  
24 campus by SACS, it is considered a teaching modality  
25 because it's online. So, it will be similar to what

1 we do as an institute. An institute is not a  
2 separate campus, it's just a different process. It  
3 doesn't have all of the services of a campus.

4 MS. SPENCER: Debra, go ahead.

5 DR. MIEDEMA: But the reason we were going to  
6 put eLearning in here was simply because right now we  
7 do not have, other than the department chairs,  
8 full-time faculty teaching online. Putting it here  
9 gives us the option.

10 MS. SPENCER: Okay. That's fine.

11 DR. MARSHALL: So, for all intensive purposes,  
12 procedurally it will function like a campus, we just  
13 can't call it that because SACS won't let us.

14 DR. MIEDEMA: Exactly. Just like we don't call  
15 nursing campus, we call it nursing institute.

16 DR. MARSHALL: Is this okay then?

17 MS. SPENCER: That's fine, yeah.

18 DR. MIEDEMA: And it gives us a little more  
19 flexibility to be able to allow people to do more  
20 than teaching online as we have those needs.

21 MS. SPENCER: 6.14 if you scroll down line 714.

22 DR. LAMB: I still don't understand that  
23 language, maybe I'm missing something. So, letter B,  
24 faculty members will be assigned to one of the four  
25 campus locations.

1 MS. SPENCER: Right.

2 DR. LAMB: But then there are five listed;  
3 Titusville, Cocoa, Melbourne, Palm Bay, or an  
4 establish center or institute.

5 DR. MIEDEMA: One of the four campuses or an  
6 established center and institute.

7 MS. SPENCER: May be we should put the campuses  
8 in parenthesis.

9 DR. LAMB: It's not written that way.

10 MS. SPENCER: We'll correct that at the caucus.

11 DR. MARSHALL: I can do it now, I can take that  
12 out and just put A, campus location.

13 MS. SPENCER: Okay.

14 DR. MIEDEMA: To a campus location.

15 DR. MARSHALL: Or.

16 DR. MIEDEMA: Or, absolutely.

17 MS. SPENCER: That's fine.

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

19 DR. MARSHALL: All right.

20 DR. MIEDEMA: In that same section under  
21 vacancies under point B, B.3.C, if you go all the way  
22 down, the supervising administrator making a transfer  
23 request decision will notify the requesting faculty  
24 of a decision in writing within ten business days. I  
25 have no problem with that. My question is do we do

1           that before we post externally that we notify them  
2           that they did not get the position or do we wait  
3           until after they've done the outside interviews?

4           MS. SPENCER:   What do you do because that's  
5           come up before, what is the practice and what is  
6           being done.   We never clarified that.

7           DR. MIEDEMA:   What we've done in practice has  
8           been whatever the committee wanted us to do.   If they  
9           were uncomfortable with the person who was an  
10          internal candidate knowing that they had declined  
11          them until after all the interviews were done, we  
12          held off doing that notification.   If they were okay  
13          with it, we would notify them.   So, it's been kind of  
14          loose because we're trying to not make this a  
15          difficult situation for the faculty.   We want you to  
16          choose the best person.   We don't want you to have to  
17          face that person when you still don't know who might  
18          be from the outside wanting to come in and maybe that  
19          person is the best of the choices after all, but we  
20          don't want you to feel that you're forced to make a  
21          decision one way or the other.   So, I don't have a  
22          problem whichever way, I would just like to have it  
23          clarified because doing it one way one time and  
24          another way the next time is not in our best  
25          interest.   So, whatever you want to do, just tell me.

1 MS. SPENCER: I don't know. I'm looking at  
2 that language and I'm thinking it's problematic. We  
3 can talk about it at caucus. Go ahead.

4 DR. MARSHALL: I think it's an easy change  
5 actually. I think we could probably put within ten  
6 business days of the committee's --

7 MS. SPENCER: Final recommendation.

8 DR. MARSHALL: -- notification to the chief  
9 learning officer, you know, whatever that process is.

10 MS. SPENCER: When they determine the finalist,  
11 but you're asking when you get to advertise it. So,  
12 the committee says we don't like the transfer and  
13 then you advertise the position externally and  
14 interview more candidates. So, then the --

15 DR. MARSHALL: Upon committee's suggestion,  
16 upon committee's --

17 MS. SPENCER: What do we call it, the final  
18 recommendation to the supervising administrator?

19 DR. MIEDEMA: Um-hmm, that will be fine.

20 MS. SPENCER: That's good, Debra, that's a good  
21 solution.

22 DR. MARSHALL: Say it again. What did I say?  
23 On the committee's --

24 MS. SPENCER: Transfer request is denied, what  
25 is it? Within ten business days of the committee's

1 final -- recommendation of the finalist to the --  
2 committee's recommendation of the finalist to the  
3 supervising administrator. That's not what I said  
4 but it's the same idea.

5 DR. MARSHALL: Notification. I think we took  
6 out the word recommendation and we put in the word  
7 notification. Does that make sense?

8 MS. HANDFIELD: No, but that's what the  
9 committee's doing is making a recommendation.

10 MS. SPENCER: Yeah.

11 MS. FURGUESON: Final recommendation to the  
12 supervising administrator.

13 MS. SPENCER: There you go.

14 DR. MARSHALL: Say it again, Darla.

15 MS. FURGUESON: Final recommendation to the  
16 supervising administrator.

17 DR. MIEDEMA: I knew we brought you here for  
18 some reason.

19 MS. SPENCER: Awesome. Yeah, that's good. Do  
20 we do that, do we put it in writing?

21 DR. MIEDEMA: We send an e-mail to your  
22 supervisor saying these are our top three candidates,  
23 at that point in time we notify the internal  
24 candidate.

25 MS. SPENCER: Okay. A written explanation, do



1           you provide written explanation or do you just say  
2           the campus committee turned you down, that's pretty  
3           much it.

4           DR. MIEDEMA: Also the one they felt had the  
5           better qualifications.

6           MS. SPENCER: Yeah. Okay. Is that okay?

7           DR. MIEDEMA: Usually what I get when I send  
8           out that e-mail is what can I do so I can get it next  
9           time, do you have any recommendations and I'll say  
10          well, I think if you did this or this and this that  
11          might help you. So, it's a good opportunity to have  
12          communication with faculty.

13          MS. SPENCER: Okay. Good.

14          DR. MARSHALL: Was the change okay with  
15          everybody?

16          DR. MIEDEMA: Yes. I said yes to that one.

17          MS. SPENCER: Maybe we need to caucus and beat  
18          this article up and. Okay. And before we caucus  
19          though.

20          DR. MIEDEMA: Is there anything else you want  
21          us to consider?

22          MS. SPENCER: Yes. Can we look at Article 7 we  
23          added scheduling to management rights. We attached  
24          that. It's in the yellow sheet I handed to you. So,  
25          it's the responsibility of the administration to

1       establish a college-wide course schedule at times and  
2       locations, blah, blah, blah, which meet the needs of  
3       the students. It says you explicitly retain the  
4       right to prioritize scheduling including delivery  
5       modes, meeting times, locations and conditions for  
6       cancellation, which is your right anyway, you just  
7       put it in there to clarify that, but along with that  
8       then in Article 8 we had -- and the language may not  
9       be what we end up with finally if we agree to this,  
10      the college -- it says you'll establish college-wide  
11      schedule, meets the needs, departments managers will  
12      work with faculty to fill the scheduling requirements  
13      and establish individual faculty schedules which meet  
14      the needs of students. And then we borrowed language  
15      from the overload priority and said here's the  
16      priority for scheduling assignments, faculty, meet  
17      the needs of the students, work with the DC. That's  
18      essentially what's been going on I think in most  
19      places but. And then we gave priority to tenured  
20      full-time faculty with satisfactory, non-tenured, on  
21      down the line, right?

22             DR. MIEDEMA: Yes.

23             MS. SPENCER: And then if a conflict occurs in  
24      the department, if they can't work it out, the DC's  
25      and the faculty members, then the supervising

1 administrator settles that.

2 DR. MIEDEMA: Yeah, I have not had a chance to  
3 ask that specifically but we'll go over that.

4 MS. SPENCER: Okay. At caucus take a look at  
5 that.

6 DR. MIEDEMA: Absolutely. There was one other  
7 thing back in Article 6 that we wanted to mention  
8 quickly which is an easy one. Go ahead, Sandy.

9 MS. HANDFIELD: That D and G, on G we're saying  
10 the same thing in D, where the faculty member must  
11 meet educational requirements for the position, we're  
12 kind of duplicating G with what's already been said  
13 in D.

14 MS. SPENCER: Okay.

15 DR. MARSHALL: We can strike G?

16 DR. MIEDEMA: Um-hmm.

17 MS. SPENCER: Although D addresses it's  
18 different from your current discipline.

19 DR. MARSHALL: You want me to put it back in?

20 MS. SPENCER: We'll look at that at caucus too.  
21 Can we do that?

22 DR. MIEDEMA: No way.

23 MS. SPENCER: I think it's simple but. And  
24 what else do we have on there?

25 DR. MARSHALL: Okay.

1 MS. SPENCER: Yeah, I think that's enough for  
2 now and then we'll talk about Article 8 when we come  
3 back. That work? Do you want us to leave or do you  
4 want to?

5 DR. MIEDEMA: No, you stay here.

6 DR. MARSHALL: Twenty minutes?

7 MS. SPENCER: I'm saying more realistically  
8 probably thirty minutes. And if we knock on the door  
9 before then and you're ready.

10 DR. MIEDEMA: Are we going across the way.

11 MR. PARKER: We're going across the way right  
12 into my office.

13 MS. SPENCER: Okay. Thank you.

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

15 MS. SPENCER: So, on the councils and  
16 committees, you want to look at that?

17 DR. MIEDEMA: Yes.

18 MS. SPENCER: Here's maybe a solution. So,  
19 6.16.A.4, see that?

20 DR. MIEDEMA: Let's get there.

21 DR. MARSHALL: Before you start into the  
22 changes, Lynn, is everybody okay with the top piece  
23 of that through 3? Is that language --

24 DR. MIEDEMA: Yes.

25 DR. MARSHALL: -- okay with everybody?

1 DR. MIEDEMA: Um-hmm.

2 MS. SPENCER: Good.

3 DR. LAMB: Why is A struck through?

4 DR. MARSHALL: It's okay, don't worry about it,  
5 Robert. I'll fix the formatting.

6 MS. SPENCER: So, for 4, if we put substantive  
7 changes to the AAC and TPDC handbooks may only be  
8 made under the following conditions and then we have  
9 three conditions; council approval, UFF Brevard EC  
10 review and approval, three, administration notified  
11 of all changes.

12 DR. MIEDEMA: I have a suggestion with that  
13 language as well and then we can talk a little bit.

14 MS. SPENCER: All right.

15 DR. MIEDEMA: My concern is that the -- our  
16 contract addresses in several places that the UFF is  
17 recognized as the bargaining agent and the person who  
18 can bring these things forward. The concern being in  
19 Article 2.3.32 and 3.6 that you are the group that  
20 does this. So, for another group to be able to  
21 attach something to the contract can be seen as  
22 violation of that basic agreement. So, my thought  
23 was let's do it the other way. Let's say -- let me  
24 finish.

25 MS. SPENCER: Okay.

1 DR. MIEDEMA: Let's say in our contract that  
2 this gives the authority to the councils to do the  
3 things that they need to do as long as they're not in  
4 violation of the CBA. Does the same thing but it  
5 makes the authority go this way instead of this way.  
6 The example would be that we have Board of Trustees  
7 operational policies that give the president the  
8 authority to do operational procedures as long as  
9 they're not in violation of policy. It would be the  
10 same type of slope. And we actually even drafted  
11 some language to that effect for your consideration  
12 and, Tony, I'm going to ask you to read what we said.

13 MR. AKERS: On 6.16 looking at 3 beginning  
14 operations of each council, if we were to leave that  
15 intact and since all of the section each council,  
16 meaning the AAC or the TPDC, leave 3 as written and  
17 then tack on to that what Dr. Miedema was just saying  
18 something to the effect of beginning a new sentence  
19 this agreement authorizes the aforementioned councils  
20 to establish and revise handbooks to best meet their  
21 needs provided that the content does not conflict  
22 with any provision of this agreement, the college's  
23 procedures manual or other policies approved by the  
24 president, Board of Trustees. New sentence.  
25 Handbooks will be reviewed by the chief learning

1 officer and UFF on an annual basis, period.

2 MS. SPENCER: Okay. There's a couple of issues  
3 with that. Okay. One is the Board of Trustees  
4 policies and procedures manual refers to the CBA, by  
5 saying that you have -- that you give those councils  
6 the authority to make revisions and that they will  
7 not violate the CBA, there's no provision in the  
8 contract, no mechanism to enforce that. Right? What  
9 if they go off and they decide they're going to do  
10 something else? Do you have the language typed up?  
11 Can we look at it?

12 DR. MIEDEMA: No, we didn't have a computer  
13 with us.

14 MS. SPENCER: Can you read it again?

15 MR. AKERS: Okay. Number 3 again as it stands  
16 for the record, the operations of each council  
17 including number membership distribution and length  
18 and terms of service will be established in a  
19 handbook. And then the new language that is  
20 suggested is this agreement authorizes the  
21 aforementioned councils to establish and revise  
22 handbooks to best meet their needs provided the  
23 content does not conflict with any provision of this  
24 agreement, the college's procedures manual, or other  
25 policies approved by the president and Board of

1 Trustees. Handbooks will be reviewed by the chief  
2 learning officer and the UFF on an annual basis,  
3 period.

4 MS. SPENCER: So, provided it does not conflict  
5 with what?

6 MR. AKERS: It doesn't conflict with the  
7 agreement, doesn't conflict with itself, the CBA, it  
8 doesn't conflict with the procedures manual or, of  
9 course, as all of us are bound it doesn't conflict  
10 with any other policies that is established by the  
11 president and Board of Trustees.

12 MS. SPENCER: Okay. So, the Board of Trustees  
13 manual, we're not -- we can't sign off on that. I  
14 mean, that manual changes and faculty aren't even  
15 aware of changes. The Board of Trustees manual makes  
16 reference to the CBA and it defers to the CBA. This  
17 is the wages, hours and working conditions of the  
18 faculty so that's not going to be part of it. And  
19 the college president can decide to change policy at  
20 any moment so that leaves the faculty open to some  
21 things that we can't support and we can't negotiate  
22 that. I mean, we don't have any power over what he  
23 says but this agreement is a binding contract between  
24 the college and the faculty. So, to establish and  
25 revise handbooks -- authorizes the councils to



1 establish and revise handbooks that best meet their  
2 needs provided it does not conflict with the CBA.  
3 Okay.

4 DR. MIEDEMA: My suggestion is if you would  
5 e-mail me this section and when we take our next  
6 break we'll look at that, you look at our language  
7 and we can try to come up with the language that  
8 makes sense now that we have a clear understanding of  
9 where both sides are coming from on this particular  
10 issue and maybe we can move on to something else and  
11 let us so quickly do with this, or not so quickly do  
12 whatever it might take after we get through some of  
13 the other things. Does that make sense?

14 MS. SPENCER: Yeah, it does.

15 DR. MIEDEMA: Give you time to gather your  
16 thoughts and think about the language.

17 MS. SPENCER: Yeah, I'd like to metabolize  
18 that.

19 DR. MIEDEMA: Rather than having to do a snap  
20 decision which is not good for anyone.

21 MS. SPENCER: Thank you.

22 DR. MIEDEMA: So, if you could just send me  
23 that and then when we meet we'll review it quickly.  
24 Thank you.

25 DR. LAMB: I get the sense that we're a whole

1 lot closer than.

2 DR. MIEDEMA: I agree, that's why I said I  
3 would like to have a chance to take a look at both  
4 language and see what makes sense. I agree, Robert,  
5 I think we are narrowing the gap considerably.

6 DR. LAMB: Yeah.

7 MR. AKERS: Line whatever is next for review,  
8 if you don't need a computer for that I'll be glad to  
9 open another screen and type what I just said in so  
10 that we have it.

11 MS. SPENCER: I think we do. What are we --  
12 we -- so, 14 we're good so far, right? Handbook,  
13 we're going to look at that and we're close. How  
14 about your additional management rights in Article 8,  
15 the related thing? And we actually made revisions to  
16 it while we were in break looking at it again because  
17 we drafted that, so. Do you have thoughts on those  
18 two provisions in the schedule? Understanding that  
19 the issue is, we talked about this last week, you  
20 make the college schedule. You determine what  
21 classes -- what you need to run the programs, what  
22 you need to provide for degree completion and all  
23 those kinds of things and our concern was on the  
24 level of individual faculty that they not be dealt  
25 with in any kind of punitive or unfair manner, right,

1 to have their -- I mean, come in teaching here they  
2 make \$40,000 Dollars a year, some of them have young  
3 children, some of them have -- and one of the  
4 attractive features of the job is that you have some  
5 flexibility and in Article 8 the intention is that  
6 the -- and the expectation is that faculty have work  
7 consist of scheduled and non-scheduled activities  
8 that they meet their obligations and we talked about  
9 this at the table. So, the purpose of the language  
10 was just to clarify something that seems to have been  
11 contentious here recently because we always look at  
12 it to see where the grievances are and where the lack  
13 of clarity is. So, we tried to craft something that  
14 addressed the way we have been practicing, the past  
15 practice that we've had of developing individual  
16 faculty schedules. So, that's --

17 DR. MIEDEMA: So, you're referring to the 8.2.

18 MS. SPENCER: Yeah.

19 DR. MIEDEMA: So, you made some changes to it?

20 MS. SPENCER: Yeah, we did. Debra has that up  
21 there.

22 DR. MIEDEMA: In a minute she will have that up  
23 there. While she's doing that, let me just mention  
24 one thing that I had a question about as I read  
25 through it. It says that a tenured full-time faculty

1 member rated satisfactory shall have the first  
2 priority. How will the members of the department  
3 know that someone is rated satisfactory because we  
4 don't share that information.

5 MS. SPENCER: You know, that's a really good  
6 question and we didn't think of that.

7 DR. MIEDEMA: Yeah. So, we probably want to  
8 strike that and say a tenured full-time faculty shall  
9 have first priority, a non-tenured the next, and  
10 full-time faculty given preference over all  
11 part-time. That's the language.

12 MS. SPENCER: Okay. That makes sense. I'm  
13 sorry, we didn't think that through.

14 DR. LAMB: How hairy do we want to be? What if  
15 there are four tenured full-time faculty, then does  
16 it go I've had tenure longer than you, I have a  
17 doctorate.

18 MS. SPENCER: That's where number 5 comes in,  
19 right? If you get four or five prima donas in a room  
20 and they can't come to some consensus, then it goes  
21 to supervising administrator, right?

22 DR. LAMB: Okay. Works for me.

23 DR. MIEDEMA: Yeah, that was my thought is that  
24 just for the faculty. And then the only other thing  
25 I did with that is I added in there that says this

1 doesn't limit the administrator's right of assignment  
2 as defined in Article 7.3.8, the one you just gave  
3 us.

4 MS. SPENCER: Right. We did make one -- we  
5 took out the work including in there, like it's the  
6 responsibility of administration to establish  
7 college-wide course schedules at times which meet the  
8 needs of the students. Management retains the right  
9 to prioritize schedule, delivery modes, meeting  
10 times, locations and conditions for cancellation.  
11 So, I don't know why we had including. So, we just  
12 changed that.

13 DR. MIEDEMA: That's fine.

14 MS. SPENCER: And we also changed the title,  
15 she'll pull it up here in a minute, but like we said  
16 priority for scheduling assignments, we titled that  
17 section individual faculty schedules because that's  
18 what it is instead of priorities.

19 DR. MARSHALL: Okay. Where are you?

20 MS. SPENCER: So, the Article 8, the changes in  
21 7.3.A that we struck, that document, the working.

22 DR. MARSHALL: This one?

23 MS. SPENCER: It's not on the screen.

24 DR. MARSHALL: Sorry. Right?

25 MS. SPENCER: Yeah. So, we just changed the

1 title. I'll send this to you, of course. We'll send  
2 it today.

3 DR. MIEDEMA: So we want to strike where it  
4 says rated satisfactory in number 1 because we don't  
5 share that information with the rest of the faculty,  
6 that's your privacy.

7 DR. MARSHALL: So, it has to be stricken all  
8 the way through?

9 MS. SPENCER: Yeah.

10 DR. MIEDEMA: So, 3 goes away. And then I  
11 wanted to add 5 that says nothing in this article  
12 limits the administrator's rights as defined in  
13 Article 7.3.A which you just gave us the language  
14 for.

15 MS. SPENCER: That's fine, yeah.

16 DR. MIEDEMA: Just to make sure that that's  
17 clear.

18 MS. SPENCER: We understand --

19 MS. FURGUESON: Limits the administration.

20 DR. MIEDEMA: Rights as defined in Article  
21 7.3.A.

22 DR. MARSHALL: Do we want to put a specific  
23 article number?

24 MS. SPENCER: Yes, we do, yeah.

25 DR. MARSHALL: 7.3.

1 DR. MIEDEMA: 3.A.

2 MS. SPENCER: You understand the concern. Like  
3 we want to meet the students needs but having a  
4 faculty member's life turned upside down because  
5 there's some perception of unfairness or.

6 DR. MIEDEMA: Also at the top of this one you  
7 list that department managers.

8 MS. SPENCER: We changed it to department  
9 chairs and program managers.

10 DR. MIEDEMA: Thank you.

11 MS. SPENCER: Is there any other -- are there  
12 any other people that help coordinate the scheduling  
13 like that?

14 DR. MIEDEMA: We have program coordinators in  
15 some of the programs.

16 MS. SPENCER: Okay. So, maybe that would be  
17 something to include as well.

18 DR. MARSHALL: Department chairs, program  
19 managers and coordinators or do we need program  
20 coordinators also?

21 DR. MIEDEMA: And/or program coordinators  
22 because in some cases they're a program coordinator.

23 MS. SPENCER: Okay.

24 DR. MIEDEMA: Okay. I'm fine with that.

25 MS. SPENCER: And then we -- in Article 8 since

1 we're on it. So, we put in there the language that  
2 we had talked about, what we had TA'd about the work  
3 responsibilities, the office hours language in there  
4 on page 45 and 46. I don't know, maybe that makes it  
5 clearer. And that had the provision in there about a  
6 faculty member will be available during college  
7 business hours to meet with students on request. Do  
8 you remember?

9 DR. MARSHALL: Can you reference the article  
10 number for my, Lynn?

11 MS. SPENCER: Yes, it's 8.3. It's lines 969,  
12 970 and on down there. That was the language we TA'd  
13 May 27th.

14 Let's see what else was in that article. Okay.  
15 And then --

16 DR. MARSHALL: Wait a minute, I'm not sure I  
17 caught what you were changing or what I was supposed  
18 to be doing.

19 MS. SPENCER: Nothing, just make a note that we  
20 incorporated the language that we TA'd but before we  
21 TA the whole article we have to review all this  
22 stuff, so. Okay. Do you want to go line by line  
23 through the rest of the article to see where are we  
24 are with this one or what do you prefer to -- do you  
25 have another preference?



1 DR. MIEDEMA: Wherever you would like to  
2 address. It would be really nice to get one we can  
3 get to a TA.

4 MS. SPENCER: So, workload responsibilities.  
5 So, this is the language from the TA, that we TA'd,  
6 the office hours. Do you recall? When we signed off  
7 on Article 14.

8 DR. MIEDEMA: Yes.

9 MS. SPENCER: So we have those to put in there.

10 DR. MIEDEMA: What we will do with any of those  
11 that we TA today, we can kind of print those up and  
12 then you and I can sign them off next week.

13 MS. SPENCER: Yeah. Okay. To exchange those.

14 DR. MIEDEMA: Absolutely. That way we can get  
15 that done and we don't have to tie everybody up while  
16 I run upstairs and try to print something.

17 MS. SPENCER: Okay. So, going through the  
18 other -- the rest of the article. Scroll down,  
19 please, to instructional faculty responsibilities,  
20 line 1032, 10 -- actually 1025. You wanted some  
21 change there and we looked at that. You had given us  
22 a sheet to look at, these were changes you expected  
23 to make and that was one of them.

24 DR. MIEDEMA: Yes.

25 MS. SPENCER: So, we talked about you wanted to

1 put special unique needs, does this address that,  
2 faculty members?

3 DR. MIEDEMA: The question was the term  
4 "students with disabilities" and trying to move away  
5 to a more positive approach and that's why we had  
6 said with exceptional needs or something to that  
7 effect. It's difficult because we will even be  
8 changing the name of the office to students with  
9 disabilities.

10 MS. SPENCER: To students with exceptionalities  
11 or something?

12 DR. MIEDEMA: Office of student accessibility  
13 versus disability.

14 MS. SPENCER: Oh, that's nice. That's much  
15 nicer.

16 DR. MIEDEMA: So, that's the idea is that we  
17 have students that have extra needs for accessibility  
18 whether it's mobility or emotional or mental or even  
19 because they're a disadvantaged people group that  
20 need additional assistance. So, we're going to be  
21 changing that process. So, I was just trying to get  
22 away from anything that was real distinct in title.

23 MS. SPENCER: So, from the office, the college  
24 office responsible for addressing ADA requirements  
25 or.

1 DR. MIEDEMA: Yes, that would be perfect. That  
2 would be perfect. Because I don't -- I haven't told  
3 them that their name is changing yet. So, please  
4 don't go out and tell anybody that. You're all under  
5 oath here, do not tell anyone I said that.

6 UNIDENTIFIED SPEAKER: I love your change.

7 DR. MARSHALL: Responsible for addressing what  
8 did you say?

9 MS. SPENCER: ADA compliance.

10 DR. MIEDEMA: Yes.

11 MS. SPENCER: Or managing -- I don't know, what  
12 is better, managing or?

13 DR. MIEDEMA: Yeah, ADA student compliance  
14 because Darla handles all the other compliance.  
15 That's perfect. And that was what I was trying to  
16 get at without saying that I was changing that name  
17 because I haven't told them yet but I don't know how  
18 else to address without saying I'm changing their  
19 name. So, these minutes won't be posted until after  
20 I make that announcement.

21 MS. SPENCER: And then if you scroll -- thank  
22 you. And then if you scroll down, Debra, that  
23 appendix, you have that, the listed appendixes, you  
24 already have the contents.

25 DR. MARSHALL: I do.

1 MS. SPENCER: So, we've already talked about  
2 that so that's just pending whenever we get the  
3 appendixes sorted out.

4 DR. MIEDEMA: That's correct.

5 MS. SPENCER: These other highlights, library  
6 faculty responsibilities are also just formatting  
7 issues to make sure the section referred to is  
8 correct.

9 Oh, boy. And then we get to this, course  
10 definitions. Oh, wait, 8.4, is there something?

11 DR. MARSHALL: No, it doesn't matter, wherever  
12 you want to go just tell me.

13 MS. SPENCER: Is there something in 8.4?

14 DR. MARSHALL: No, I was just scrolling  
15 through.

16 MS. SPENCER: Yeah. So, I see nothing yet  
17 again until 8.7, course definitions and you have  
18 eLearning and eLearning sessions maybe consider as  
19 part of the faculty member's load, regular load,  
20 that's the existing thing and you want to add with  
21 the approval of the supervising administrator. How  
22 do we -- I don't think we can add that but. How does  
23 that work like with respect to the language that we  
24 just discussed?

25 DR. MIEDEMA: Well, I think by having the plan

1 in there that we established in Article 7, the  
2 modalities for teaching, we have addressed it. So  
3 we're okay with this. So now we don't need this  
4 change.

5 MS. SPENCER: Okay. PSAV valued by major  
6 function, I know there have been some change and we  
7 got documents from the PSAV faculty this week looking  
8 at their load point obligations and I have not had a  
9 chance to look at those. Walt Hazelton has sent me  
10 their load forms and I know some adjustments were  
11 made, you assigned program managers to some of these  
12 positions and I haven't had a chance to sort through  
13 that yet. So, I don't know if we'll be asking  
14 changes there and that is the only thing that I could  
15 see that we would be looking at in this 8.8, valued  
16 by major function.

17 DR. MIEDEMA: What we had talked about was  
18 leaving the ten points by allowing to have the five  
19 points less of office hours because they're able to  
20 do that within their work week. So, that was -- that  
21 was the attempt to try and balance those hours.

22 MS. SPENCER: Okay. And then 8.9, meeting load  
23 point obligations, there's a couple of comments in  
24 there. You had wanted to change two or more  
25 semesters and we're reticent to do that because

1       there's other places in there that give you some  
2       flexibility to assign, you know. You let them know  
3       ahead of time what their loads are. And I understand  
4       the health sciences you have some programs where that  
5       carries over in the summer and you've extended your  
6       contract. So, you want to keep that -- Niko, I'm  
7       sorry, did you get one? Where's it say? The total  
8       for the two semester is three hundred. Because we  
9       don't -- the concern is we don't want faculty in a  
10      position, unlikely it may be, of having to meet their  
11      three hundred load points because you decide that  
12      you're going to teach fifteen loads, fifteen points  
13      in the spring and fifteen in the summer and do the  
14      rest and then you can have them teaching year-round  
15      if you say two or more semesters. So, we would not  
16      be -- that would be something that we'd be stripping  
17      away some protection that they have, so.

18             DR. MIEDEMA: I thought by putting in by mutual  
19      agreement.

20             MS. SPENCER: By mutual agreement?

21             DR. MIEDEMA: It's in there. The  
22      administration -- it says supervising administrator  
23      by mutual agreement with the faculty member may  
24      elect.

25             MS. SPENCER: Is that in your proposed

1 language? I apologize.

2 DR. MARSHALL: No, it's above that line, Lynn.

3 MS. SPENCER: Yeah.

4 DR. MIEDEMA: It would never be a one-sided  
5 decision to do that.

6 MS. SPENCER: I'm sorry, I missed that. I  
7 looked at that in isolation, I completely missed  
8 that.

9 DR. MIEDEMA: That's all right, we've had a lot  
10 of discussion on that point, so.

11 MS. SPENCER: All right. That's fine.

12 DR. MARSHALL: So, we want to make that change?

13 MS. SPENCER: Yeah. What do you think, Niko?

14 MR. KOUKOS: I think it's okay. Mutual  
15 agreement so they can't do it isolated.

16 DR. MIEDEMA: If you would be more comfortable  
17 with the statement --

18 MS. SPENCER: No, it's fine.

19 DR. MIEDEMA: I was going to say if you would  
20 be more comfortable with a statement that says  
21 understand special circumstances it may be determined  
22 to be, I would be okay with that also. I just would  
23 like the language to match practice and we do have  
24 people that are doing it, so.

25 DR. MARSHALL: So, we want this to say academic

1 year, is that right?

2 DR. MIEDEMA: Yes, over academic year.

3 MS. SPENCER: Okay. And then banking, I had  
4 some concerns.

5 DR. MIEDEMA: Um-hmm.

6 MS. SPENCER: Yeah, we'll have to develop a  
7 form. And your concern was you thought it was just  
8 for reduced.

9 DR. MIEDEMA: When we initially started talking  
10 about banking it was for support for sabbaticals or  
11 people needing to leave for academic purposes, not  
12 just to take a whole major semester off. The  
13 question that I have and I haven't been able to get a  
14 satisfactory answer on yet is what does that do to  
15 your contract. If you're off a whole semester  
16 because you bank hours here, you haven't put in your  
17 hundred and sixty-five days, does it affect your  
18 other benefits, and we've been trying to get some  
19 answers on that because we don't want to put anything  
20 in the contract that's going to harm anyone.

21 MS. SPENCER: Right.

22 DR. MIEDEMA: If we're doing it for a specific  
23 purpose like you've gone through the process of being  
24 approved for sabbatical, we can justify that.

25 MS. SPENCER: Okay. I see.



1 DR. MIEDEMA: If you've gone through the  
2 process of getting justification for Family Medical  
3 Leave Act, we can justify that. To just say we want  
4 it for payout or we want it for taking a semester  
5 off, those two areas it may affect your other  
6 benefits and that's what we're trying to find out and  
7 we just don't have an answer yet. We've been asking  
8 that question but nobody has an answer because this  
9 is an unusual request. But that's what we're trying  
10 to find out.

11 MS. SPENCER: Okay.

12 DR. MIEDEMA: Because I'd hate all of a sudden  
13 for your classification to go to part-time faculty  
14 because we did this and none of us realized that  
15 that's what was going to be happening.

16 MS. SPENCER: All right. I think the next was  
17 Article 8.12 we added, we were talking about  
18 auxillary assignment for noninstructional duties,  
19 that's a heck of a long name for a section but. In  
20 there we would make the changes to the language that  
21 you suggested in Article 14.

22 DR. MIEDEMA: Yes, um-hmm.

23 MS. SPENCER: So, we'll highlight that and  
24 we'll make sure the language is parallel.

25 DR. MIEDEMA: I did have suggestive language

1           there that could be used in each of the areas.

2           MS. SPENCER:   Okay.

3           DR. MIEDEMA:   What we had said is auxillary  
4           assignments, under extenuating circumstances  
5           administration may initiate a noninstructional  
6           assignment for full-time faculty for a specified time  
7           and clearly defined purpose on a daily rate basis.  
8           The college will announce the opportunity for  
9           auxillary assignment to eligible full-time faculty.

10          DR. MARSHALL:   Got it.

11          MS. SPENCER:   As long as it's a faculty option  
12          to agree to it, right, because you can't just say  
13          listen, I need you right now.

14          DR. MIEDEMA:   That's the idea is that we would  
15          agree to it be done on a faculty daily rate and we  
16          would make an announcement to anyone who is  
17          qualified.   Like I said, it's nursing it's going to  
18          have to be a nurse that writes, that does whatever  
19          the thing is supposed to be.   I certainly wouldn't  
20          ask someone else to sit on our annual review board  
21          other than Dr. Earle because none of the rest of us  
22          know the rules, but it could be Dr. Earle or one of  
23          her partners that could do it.   And that would be  
24          appropriate, we'd offer it to both individuals.

25          DR. MARSHALL:   Oh, this is essentially the same

1 as what we already have.

2 DR. MIEDEMA: Very, very close to what you  
3 have.

4 DR. MARSHALL: I'm typing the whole thing over  
5 again.

6 DR. MIEDEMA: Except we added in it would be a  
7 daily rate.

8 DR. MARSHALL: Daily rate basis, right? Is  
9 that what that says?

10 DR. MIEDEMA: Um-hmm.

11 DR. MARSHALL: Will what? Announce. Okay.  
12 What is this at the bottom here? It says Article  
13 2 --

14 DR. MIEDEMA: That's the other one. We already  
15 dealt with that.

16 MS. SPENCER: But we need to have in there  
17 somewhere that the faculty member may agree to so  
18 it's not just I'm going to tell you you're going to  
19 take this auxillary assignment. So, somewhere in  
20 there we just -- however we want to put that.

21 DR. MIEDEMA: To solicit interested faculty,  
22 something to that. Yeah, you can put something in  
23 there that this is -- faculty have the right of  
24 refusal. I'm not saying you have to come in and do  
25 anything.

1 MR. AKERS: That line after circumstances,  
2 under extenuating circumstances, comma, and by mutual  
3 agreement with a full-time faculty member, comma.

4 DR. MARSHALL: I'm not typing anything until  
5 someone says something.

6 DR. MIEDEMA: How would you like that stated?

7 DR. LAMB: I like Tony's, that made sense.

8 DR. MARSHALL: Sure, come on up.

9 DR. MIEDEMA: And by mutual agreement.

10 DR. MARSHALL: Are you going to make me turn it  
11 off again?

12 MR. AKERS: No.

13 DR. MARSHALL: Well, now we can take full-time  
14 faculty out of here, right?

15 DR. MIEDEMA: Yes. I was going to suggest  
16 that.

17 UNIDENTIFIED SPEAKER: Can you make it  
18 specified, Tony?

19 DR. LAMB: Hyphenate full-time right above.

20 DR. MARSHALL: Grammar police.

21 DR. LAMB: No, that was Tony's mistake.

22 MR. AKERS: Yes, it is, agree.

23 DR. MARSHALL: So, are we striking this then,  
24 Lynn?

25 MS. SPENCER: No, no yet. I'm a little

1 concerned with it, I'm just thinking about our  
2 non-tenured track faculty and they pretty much agree  
3 to anything, like I need you to work this summer,  
4 right. I'm just thinking out loud but I'm thinking  
5 through what protects them and that may be -- I think  
6 it's okay but I want to think about it, that they  
7 would be under no obligation to accept those  
8 assignments.

9 DR. MARSHALL: We can put a sentence there at  
10 the end that says that, faculty are under no  
11 obligation.

12 MS. SPENCER: Is that okay?

13 DR. MIEDEMA: Yes, that's fine.

14 MS. SPENCER: Thank you.

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

16 MS. SPENCER: Okay. Great. Thanks. We're  
17 okay now.

18 DR. MARSHALL: And we don't need to have any  
19 kind of established pay schedule now or anything, is  
20 that correct?

21 MS. SPENCER: Good.

22 DR. MIEDEMA: And so in Article 14 and in the  
23 definitions.

24 MS. SPENCER: We'll update that.

25 DR. MIEDEMA: We just need to make sure the

1 language is consistent.

2 MS. SPENCER: Can we just revisit something  
3 that's nagging at me. I don't know, maybe it's that  
4 time of the afternoon. In the scheduling thing, the  
5 delivery modes, do you take that to mean management  
6 rights to prioritize scheduling, delivery modes,  
7 meeting times, locations and conditions, we're  
8 talking about college-wide, right? You look at  
9 schedule and say these are what I need in this  
10 program or are you -- what are you thinking about  
11 that, your interpretation of that? You envision that  
12 implemented, you're doing your two year schedule,  
13 right?

14 DR. MIEDEMA: Um-hmm.

15 MS. SPENCER: So, do you do that on a campus  
16 basis or institute basis or?

17 DR. MIEDEMA: Well, it will be done  
18 college-wide but it may vary by campus to campus  
19 depending on the programs offered on that campus but,  
20 yes, that will be a college-wide plan. I'm looking  
21 at Sandy for verification that that's how she  
22 interpreted it.

23 MS. SPENCER: All right. Thanks.

24 DR. MIEDEMA: An example of that is we had a  
25 situation just this summer where we were making a

1 transition in our medical assisting program and we  
2 need a specific A&P class offered this summer so we  
3 made a change to the schedule and we got a faculty  
4 member to come in and agree to teach that class over  
5 the summer so that our students could transition on.

6 MS. SPENCER: Cool.

7 DR. MIEDEMA: So, it's a college-wide decision  
8 but we did have to institute that that was a course  
9 that was offered on that campus for one specific time  
10 for a specific purpose.

11 DR. MARSHALL: But essentially a master  
12 schedule is going to be established.

13 DR. MIEDEMA: Absolutely.

14 MS. SPENCER: That's going to be great. We're  
15 down to the DC language. Oh, you're there. Okay.  
16 This is a whole big mangle. Oh, we added that vote  
17 of no competence. Did we talk about this already? I  
18 don't think we did.

19 DR. MIEDEMA: Vote on non-competence, no.

20 MS. SPENCER: It just says the supervising  
21 administrator may remove a DC PM or PC subsequent to  
22 a two-thirds vote of no competence by the full-time  
23 faculty served by the position. I mean, it gives you  
24 some authority if you know you have problems in a  
25 department and faculty are coming to your office and

1 complaining going no, no, no, no.

2 DR. MIEDEMA: They would never do that. Yeah,  
3 that's fine.

4 DR. EARLE: A PM are usually not over multiple  
5 full-time faculty.

6 MS. SPENCER: Okay. So, are we just talking  
7 about the DC's.

8 DR. EARLE: I don't know.

9 MR. KOUKOS: Well, yeah, because PM's don't  
10 have any supervisory over --

11 MS. SPENCER: No faculty member has, neither do  
12 DC's.

13 MR. KOUKOS: Right, but usually a program  
14 manager's in place and there's other rules and  
15 regulations of who can be the program manager. You  
16 know what I mean, so.

17 DR. MARSHALL: Because of certifications.

18 MR. KOUKOS: Right. Like if we didn't like our  
19 program manager, even if we didn't like them, if  
20 there's nobody else that can fill that position.

21 DR. MARSHALL: This language says that the  
22 supervising administrator may, it doesn't say they  
23 have to, and so I would assume that the supervising  
24 administrator would know the program managers and  
25 their positions because of certification purposes.



1 DR. MIEDEMA: And if there continues to be an  
2 issue then we need to deal with it administratively  
3 to get a program manager with the qualifications and  
4 they can take over the department. So, I may not  
5 remove them this term but I may start looking for a  
6 replacement.

7 DR. EARLE: I just wanted to make sure.

8 DR. MIEDEMA: Absolutely.

9 DR. MARSHALL: Just the sentence above that,  
10 Lynn, where you have the comment to add supervising  
11 administrator here?

12 MS. SPENCER: Yeah, I don't know where that  
13 came from, is that your comment, Dr. Miedema?

14 DR. MIEDEMA: Mine.

15 DR. MARSHALL: This was back from April. I  
16 don't think we ever addressed that. So, it was to  
17 add -- it would be may serve additional terms with  
18 majority consent of the full-time faculty and  
19 supervising administrator.

20 MS. SPENCER: Yeah, I think that's fair. I  
21 mean, we can't vote.

22 DR. MIEDEMA: Because I may not have someone to  
23 replace them right away.

24 DR. MARSHALL: So, served by that position now  
25 doesn't make any sense, can I just take that out?

1 MS. SPENCER: Sure.

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

3 MS. SPENCER: And we're done with the  
4 department chair and responsibilities, yeah. Debra  
5 started and we looked at breaking that out.

6 DR. MARSHALL: I did break that out. What I  
7 did was I took the -- let me look and see. Yes, what  
8 I did was we have one appendix for DC's, PM's,  
9 program coordinators, instead of just one big list I  
10 broke them out in three separate lists so we now have  
11 one for department chair, one for program coordinator  
12 and one for program manager, but I don't -- do these  
13 just need to line up with the language that's in  
14 those sections in the contract? Is that all that  
15 goes on these lists? Because that's where I took  
16 that from. They weren't correct.

17 DR. MIEDEMA: No, they were not.

18 DR. MARSHALL: So, what I did was I went back  
19 and tried to line them up with what we've already  
20 decided are listed in the contract under their  
21 responsibilities for each respective position.

22 DR. MIEDEMA: Let me just take a look. In our  
23 original discussion back several months ago we had  
24 that list that had the three or four columns, is that  
25 what this is?

1 MS. SPENCER: That's the old appendix.

2 DR. MARSHALL: Yes, and that's actually -- I'll  
3 show it to you.

4 DR. MIEDEMA: Because that's what we tried to  
5 list some of the things that we knew --

6 DR. MARSHALL: It looks like that.

7 DR. MIEDEMA: Yes, that we knew that each of  
8 these individuals did.

9 DR. MARSHALL: That's the current appendix  
10 right now that's in the contract.

11 DR. MIEDEMA: I added one that had even cluster  
12 chair in there. So, as long as it's addressing --  
13 that's why I said I can't answer whether or not  
14 everything is on that because I haven't -- don't have  
15 that in front of me to see if there's anything that  
16 we feel needs to be added in here. So, as far as I'm  
17 concerned at this point, breaking the three is  
18 perfectly appropriate, I would just like to do a  
19 quick review of that document with this to see if  
20 there's anything else that we agree to needs to be on  
21 or off of the list and then I think we're done with  
22 that.

23 DR. MARSHALL: These are just drafts, but I do  
24 think that each one of these duties needs to line up  
25 with whatever we have in that section.

1 DR. MIEDEMA: Exactly.

2 DR. MARSHALL: If you all decide what that is,  
3 I can add them in or take out whatever needs to be  
4 taken out.

5 MR. AKERS: Lynn, just a point of  
6 clarification, I just made a note to myself before we  
7 move beyond department chairs, I know that in the  
8 definitions 3.14 we say the department chair  
9 essentially the duties are twofold, it's the service  
10 to the department as a liaison between the  
11 administration and the faculty union. And also the  
12 department chair assists the supervising  
13 administrator, all of us that serve as departments  
14 chairs know that we have that role as well. So,  
15 would the language that we have in my copy line 1581,  
16 page 66, beginning the supervising administrator may  
17 remove, this language we just looked at a moment ago.

18 MS. SPENCER: Yeah.

19 MR. AKERS: I understand that if the membership  
20 is dissatisfied with the department chair, under this  
21 clause a vote could be taken and the department chair  
22 could be removed. However, what about that other  
23 part of the department chair's duty serving the  
24 supervising, or assisting the supervising  
25 administrator, hypothetically the membership is quite

1 satisfied, however, insofar as the department chair  
2 is required to assist the supervising administrator,  
3 most cases the provosts, then what could one do?  
4 Just a point of clarification, I wasn't sure.

5 MS. SPENCER: You evaluate the department  
6 chairs. They go through an evaluation process, do  
7 they not? Now we decided to move to once every three  
8 years. So, you want an option to remove them before  
9 then, is that what I'm hearing right? If they're not  
10 filling that end of the bargain, they're not working  
11 with you, is that what you're saying?

12 MR. AKERS: Well, I don't know, there are other  
13 provisions that treat that but I know this seems to  
14 lock it down to really everything is riding on the  
15 membership, which is very, very important but there  
16 is more to the role than just the liaison duty of the  
17 membership.

18 MS. SPENCER: So, would you propose some  
19 language that -- I'm open to addressing your concern,  
20 I don't have language for you.

21 DR. MIEDEMA: I think that the normal processes  
22 that we would utilize to address concerns with the  
23 faculty member would be utilized to address a concern  
24 a concern of a department chair or program manager  
25 and we go through a progression. So, I don't think

1           this stops us from having the opportunity to address  
2           the other concerns that may come up, this just says  
3           here's another opportunity. That's how I would  
4           interpret that, but I want to make sure that that is  
5           clearly understood.

6           MR. AKERS: That was my question.

7           MS. SPENCER: Yeah. I mean, I think we only  
8           addressed the faculty.

9           DR. MIEDEMA: Right, because it's the faculty.

10          MS. SPENCER: We can't tell you what to.

11          DR. MIEDEMA: We still follow our regular  
12          processes that I would address anybody in the college  
13          if there's a performance issue.

14          MR. AKERS: Thank you.

15          MS. SPENCER: So, the duties thing we'll  
16          review, correct?

17          DR. MIEDEMA: No, as far as it stands with the  
18          department chair duties, I did not have any other  
19          changes to make to it. Did you -- I'm looking at my  
20          team now. Have you had any other things that you  
21          wanted to add, look at your notes and let's see if we  
22          can move this one through. Maybe what we need to do  
23          is, so we don't take up everybody's time, is we  
24          will -- after we get through this we'll do a quick  
25          caucus, double check these, have you take a double

1 check on them and we'll look at the language on the  
2 councils and then be able to see if we can finalize.  
3 So, are there other things within Article 8 that we  
4 need to look at?

5 MS. SPENCER: Scroll down. We agreed to strike  
6 this language about annual review because it's  
7 referenced in -- its line 1631, just wanted to verify  
8 that we're okay with that because it's in 9.3, it  
9 says department chairs, program manager, program  
10 coordinators.

11 DR. MARSHALL: Just before that though.

12 MS. SPENCER: Oh, yeah, that's right, we have  
13 to talk about that.

14 DR. MIEDEMA: What we were saying is in order  
15 to transfer into a different area as a department  
16 chair, manager, that they had to have taught two  
17 courses within that department in the past five years  
18 and I think the question was is that adequate. Would  
19 you feel comfortable with a department chair who's  
20 taught two classes in your discipline in the last  
21 five years.

22 MS. SPENCER: How about we qualify it and say  
23 like your basic academic year contract is -- for the  
24 AA side is five classes per term. So, if we say, and  
25 I want to think about this, but ten classes. So then

1           you're talking about somebody who's essentially had a  
2           full year of experience teaching in whatever that is  
3           if it's online or in that department.

4           DR. MIEDEMA: That was my only question in this  
5           is that would you be comfortable I taught two classes  
6           in humanities so now I can come in and be your  
7           department chair.

8           MS. SPENCER: I think -- we talked about this  
9           too, we really need some constraints on that.

10          DR. MIEDEMA: That was my question there.

11          MS. SPENCER: We'll look at that too.

12          DR. MIEDEMA: And I don't have a problem with  
13          it, I just want to make sure that your membership  
14          will be comfortable with whoever comes in these  
15          roles.

16          DR. MARSHALL: So, it is coming out?

17          DR. MIEDEMA: Yes, that can come out.

18          MS. SPENCER: And then where are we in this  
19          language in 8? Okay. Got it. We don't really  
20          have -- I know you wanted parallel language, Debra,  
21          but I don't know that we have a nice parallel list.

22          DR. MARSHALL: I don't think it has to be  
23          parallel, it just needs to be a list, a list of  
24          whatever those duties are so that when I, when I  
25          break that out in the appendix I have a list that I



1 can put in the appendix that can be used, you know,  
2 it's useful, right. So, I just wants to make sure  
3 that that list of duties for the college-wide  
4 coordinator is accurate. I mean, is that kind of a  
5 catchall?

6 MS. SPENCER: There's a lot of different people  
7 in that?

8 MS. FURGUESON: It's a job description.

9 DR. MIEDEMA: No, that's appropriate to do it  
10 that way. And I think what we had put in there was  
11 just some of that same language, liaison, because  
12 they are a liaison.

13 DR. MARSHALL: So, that's your language.

14 DR. MIEDEMA: Um-hmm, that was my language and  
15 you can take what you want of it, but it was just  
16 pulling that out of the other job descriptions.  
17 Anything that's listed as temp is mine, I didn't  
18 change my name.

19 MR. KOUKOS: Go up to your D. Look at D.

20 DR. MARSHALL: Yeah, I don't know if we're  
21 keeping it or not.

22 DR. MIEDEMA: So, that might be something as we  
23 take a quick caucus to take a look at those to make  
24 sure that you're okay with those things, what you  
25 want to strike, what you want to add so that we can

1 create that appendix that list those things. And  
2 it's a little more difficult when you're talking  
3 about college-wide coordinator because the programs  
4 are so different. So, you need some generic  
5 descriptors that say these are the things that they  
6 do.

7 DR. MARSHALL: So, is the language that is here  
8 okay or does that --

9 DR. MIEDEMA: Yes.

10 DR. MARSHALL: So, all of it would be just one  
11 big list.

12 DR. MIEDEMA: Yes.

13 MS. SPENCER: I don't have any other notes for  
14 that article.

15 MS. HANDFIELD: Would the faculty be full-time  
16 faculty? At the end of the sentence.

17 DR. MIEDEMA: All full-time.

18 MS. SPENCER: Yeah, full-time it should say.

19 DR. MIEDEMA: Well, we don't refer to adjuncts  
20 as faculty, they're referred to as adjuncts, but it's  
21 probably more clear if it does say full-time. Those  
22 are the only notes I have in there.

23 MS. SPENCER: We did strike the performance  
24 review at the bottom, campus based coordinator  
25 duties, we struck that because again it's referenced

1 in 9.3. You okay with that?

2 DR. MIEDEMA: Yes, that can come out.

3 MS. SPENCER: That's all I have in that article  
4 too. So, we need to review the handbook language,  
5 the college-wide coordinator, the auxillary  
6 assignment language, is that correct? When we  
7 caucus, I'm just clarifying.

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: Article 9 we have reviewed. We  
10 have reviewed that.

11 DR. MIEDEMA: We have, there are a couple of  
12 comments that were added. One is under B.5 after --  
13 where it says appeal of evaluation and that's fine, I  
14 have no. All it was was adding online. So, that's  
15 fine. This one is so close to being done I can taste  
16 it.

17 And then this next one was you had written a  
18 note in there saying why would we forego a student  
19 survey. I agree, I don't know why we would forego a  
20 survey. So, I have no problem with removing that.

21 MS. SPENCER: Yeah, I don't know, I mean, I  
22 don't know under...

23 DR. MARSHALL: Under what conditions would we  
24 do that.

25 MS. FURGUESON: The one thing that popped in my

1 mind is a catastrophic event, weather, fire,  
2 something like that, that's the only thing I came up  
3 with that.

4 MS. SPENCER: Yeah. I mean, it doesn't do any  
5 harm sitting there and it just says under exceptional  
6 circumstances you wouldn't have to do them but I  
7 don't...

8 MS. FURGUESON: But then again the last  
9 statement, the decision will be made not later than  
10 the mid point of the term, you know.

11 DR. MARSHALL: It's not an exceptional  
12 circumstance then, right.

13 DR. MIEDEMA: It doesn't address catastrophic  
14 very well.

15 DR. MARSHALL: And since they're online and  
16 they're open for weeks at a time.

17 MS. SPENCER: Yeah, I guess it does create some  
18 confusion.

19 DR. MARSHALL: So, that's going to come out?

20 MS. SPENCER: I think so, yeah.

21 DR. MARSHALL: Yeah, I think you're right.

22 Lynn.

23 DR. MIEDEMA: And that was all I had on that  
24 article. Put a star on that one.

25 DR. MARSHALL: 4 and 9 today so far.

1 MS. SPENCER: 14. Oh, wait. Okay. In the  
2 faculty development cycle, we just changed that to  
3 three year cycle must earn three points.

4 DR. MIEDEMA: Three year cycle and three  
5 points, yes.

6 MS. SPENCER: Six year cycle. I mean, we had  
7 this discussion, the three year or the six year cycle  
8 you still have to earn.

9 DR. MIEDEMA: Three points.

10 MS. SPENCER: Three points, yeah. We did want  
11 to talk about sometimes there are faculty in drop  
12 programs in the maintenance and continuing contract,  
13 I think there's other provisions in that article that  
14 allow you some flexibility. Was it there or? Never  
15 mind, I'm thinking of evaluation.

16 DR. MIEDEMA: What are you referring to?

17 MS. SPENCER: In the faculty development cycle.  
18 I thought we -- we did not get to that part. There's  
19 language in there, we want to make it clear that when  
20 faculty member don't meet that maintenance and  
21 continuing contract cycle we want language in there  
22 that says you can be returned to annual contract.  
23 So, we addressed that in the definitions and maybe we  
24 should look at that with respect to Article 10, 11.  
25 You know, we put a definition of tenure in the front,

1 we put a definition of rank, we put a definition of  
2 maintenance and continuing contract. And part of the  
3 response to the tenure committee's work, they said  
4 new faculty coming in don't understand what that  
5 means and what does that mean at Eastern Florida  
6 State College so we tried to address that to make it  
7 clearer.

8 DR. MIEDEMA: You wants to put a statement in  
9 here that says that incomplete -- or faculty who do  
10 not meet the developmental cycle may be placed on --  
11 maybe returned to annual contract. I'm fine with  
12 that.

13 MS. SPENCER: It's in the --

14 DR. MIEDEMA: I think you're right because we  
15 put it in location that these are what tenured means,  
16 you don't necessarily think of it in terms of the  
17 components that you may need to address. I don't  
18 have a problem with putting that in there.

19 DR. MARSHALL: So, is that going to be a C or?

20 DR. MIEDEMA: Yes.

21 DR. MARSHALL: Here?

22 DR. MIEDEMA: Yes.

23 DR. MARSHALL: Faculty who do not.

24 DR. MIEDEMA: Complete their faculty  
25 development cycle.

1 DR. MARSHALL: The appropriate development  
2 cycle, or the elective development cycle?

3 DR. MIEDEMA: The elective may be returned to  
4 annual contract. I'm fine with that.

5 MS. SPENCER: And we changed the name in the,  
6 and this may not be correct, 10.4, non-tenured  
7 faculty and development. B, faculty members on  
8 annual contract must complete the new faculty  
9 mentoring program prior to award of tenure.

10 DR. MIEDEMA: Yes, I said okay to that.

11 DR. MARSHALL: That's this one here?

12 DR. MIEDEMA: Um-hmm.

13 MS. SPENCER: And then the language we talked  
14 about last week about the expenditure funds. So,  
15 here in 10.5, 11.2 and I think 11.4 we just did the  
16 same.

17 DR. MIEDEMA: That's okay. 10 is done.

18 DR. LAMB: Can I ask a question? Back to 10.3.

19 DR. MIEDEMA: No, we finished that one.

20 MS. SPENCER: Yes, please ask.

21 DR. LAMB: If I'm, if I'm one of those, I  
22 forget what they're called, non-tenured track but  
23 full-time.

24 MS. SPENCER: Temporary full-time.

25 DR. LAMB: Temporary full-time, am I still

1 represented by the union?

2 MS. SPENCER: Yes.

3 DR. LAMB: In other words --

4 MS. SPENCER: Yes.

5 DR. MIEDEMA: Yes.

6 MS. SPENCER: Yeah, you're part of the  
7 bargaining unit.

8 DR. LAMB: Do those people have to do --

9 DR. MIEDEMA: No, they do not it until they're  
10 tenured.

11 DR. LAMB: Well, then should we say tenured  
12 track faculty may select either? Frankly we should  
13 say must select either.

14 DR. MIEDEMA: That's probably a good point.

15 DR. LAMB: Because we're only talking about  
16 tenured track folks.

17 DR. MIEDEMA: That's a good point, Robert.

18 DR. LAMB: Not all faculty that we represent.

19 MS. SPENCER: No, we're talking about  
20 continuing contract. So, somebody on a full-time  
21 temporary assignment does not have a continuing  
22 contract and neither does a non-tenured faculty  
23 member. So, we're talking about people who have  
24 tenure in the opening part of the article where the  
25 intent is, right? This is about minimum professional



1 standards for the maintenance of continuing contract.  
2 So, it's not about full-time temporary faculty.

3 DR. MIEDEMA: Well, Article 10.4 is non-tenured  
4 so you could label 10.3 as tenured.

5 MS. SPENCER: Okay. That's good.

6 DR. MARSHALL: And does the TPDC handbook  
7 define further those things any how?

8 MS. SPENCER: What things?

9 DR. MARSHALL: Like an instructional yearly  
10 contract. Does it, does it define who's not covered  
11 or just define who's covered under MCC.

12 MS. SPENCER: No, they don't. Not -- not that  
13 I'm aware of. The assumption has always been it's  
14 tenured. I don't have the professional development  
15 council. No, I don't think they have anything in  
16 there on that. Although it's the professional  
17 development council that establish those activities,  
18 yeah. Are there changes? So, will that take care of  
19 it, non-tenured faculty development cycle?

20 DR. MARSHALL: So, I just put up here tenured  
21 and I added down here cycle, making them both the  
22 same.

23 MS. SPENCER: Can we talk just briefly since  
24 we're back in 10.3, any special consideration for  
25 that cycle. So, things that have come up in the past

1        few years, people who are drop, faculty members who  
2        are in drop, is that what would be special  
3        considerations, or other activities, appropriate  
4        mentoring or something like that. I'm just wondering  
5        what conditions you might adjust those.

6                DR. MIEDEMA: That statement was in there in  
7        the past and we didn't have the definitions that we  
8        currently have in tenured professional development  
9        and under each of the categories there was one line  
10       that says basically other duties as assigned by your  
11       supervisor. So, that's where that came from was from  
12       that language. I don't think there's been any intent  
13       to quantify or qualify those issues.

14               MS. SPENCER: That's fine.

15               DR. MIEDEMA: And in Drop what we've had is  
16       when people know that they're in Drop they just don't  
17       do anything the last three years.

18               DR. MARSHALL: This is where the six year cycle  
19       really comes into play.

20               DR. MIEDEMA: Well, we've had them when they  
21       had four years left, they don't do anything for the  
22       last three years because they don't care if they go  
23       to annual contract for the fourth year because  
24       they're going to retire after that anyway.

25               MS. FURGUESON: And in Drop you can retire,

1           officially retire anytime during your drop period,  
2           so.

3           MS. SPENCER:   Oh, cool.

4           DR. MIEDEMA:   So, we've been very lenient in  
5           that definition.

6           MS. SPENCER:   Okay.  We talked about the  
7           language in tenured, the tenure article.  Do you want  
8           to look at those definitions?  I don't know if you've  
9           had a chance to look at those before we get into  
10          this.  Did we look at those?  We sent those out, part  
11          of the -- did we send that Dr. Miedema?  In the  
12          beginning of the contract didn't we put new  
13          definitions in there?  We haven't reviewed those.

14          DR. MARSHALL:  I don't know exactly which ones  
15          we put in there.

16          MS. SPENCER:   Tenure, rank, yeah, can we go  
17          back and look at those?

18          DR. MARSHALL:  In the definitions?

19          MS. SPENCER:   Yeah can we do that?  We know  
20          we're going to change the auxillary assignment one  
21          based on our conversations here today.

22          DR. MIEDEMA:   We also need under --

23          DR. MARSHALL:  What were the other two?  They  
24          were MCC.

25          MS. SPENCER:   Maintenance and continuing

1 contract, rank, and tenure, and we wanted to make  
2 sure you're all right with reassignment.

3 DR. MIEDEMA: Under 3.12 before we get too far  
4 along it says seventeen parenthesis sixteen.

5 MS. SPENCER: Good catch.

6 DR. MARSHALL: Is it sixteen?

7 DR. MIEDEMA: It's sixteen. Then where did you  
8 want to go? That was my first comment. 3.19 nine is  
9 maintenance and continuing contract. That was a new  
10 definition and I'm fine with that definition.

11 MS. SPENCER: Okay. Then we added rank.

12 DR. MIEDEMA: Rank was added, 3.23, and I'm  
13 fine with that one.

14 MS. SPENCER: Okay. Then release reassignment  
15 time. We talked about reassignment meaning -- being  
16 a better term for that. I don't care if we keep it  
17 the same. Do you want to? Release slash  
18 reassignment time for now until we transition this?

19 DR. MIEDEMA: No, I think that makes sense and  
20 the idea is that you're released from being available  
21 doing the things you need to do, it's just you're not  
22 teaching. It's reassigned from teaching. So, yes,  
23 I'm fine with leaving that. That being said, there  
24 are a couple of places within the document where when  
25 you do a cut and paste with this it did weird things.

1 DR. MARSHALL: Great.

2 DR. MIEDEMA: So, you might want to just do a  
3 search. There are a couple of places where it says  
4 release slash reassignment, reassignment.

5 DR. MARSHALL: Okay. Got you. I think it was  
6 here to and when I corrected here I didn't realize it  
7 had gone other places.

8 DR. MIEDEMA: It had gone other places too. At  
9 least you know I do read this.

10 DR. MARSHALL: Tenure.

11 DR. MIEDEMA: Tenure. All right. My only  
12 question in this was the last sentence because is  
13 that really part of the definition or is it part of  
14 the condition of -- negotiated condition within the  
15 contract.

16 MS. SPENCER: It's a definition. It's part of  
17 the definition because it's been recognized and in  
18 the new language that came out about the State rules,  
19 education rules, the courts recognize that it's -- it  
20 is a property right in the way that tenure was even  
21 though we're going to a continuing contract instead,  
22 so. I mean, please look at that and I'm sure we'll  
23 get back on it.

24 DR. MIEDEMA: That was my only question, I  
25 don't have a problem with that because that is indeed

1 procedure and that is indeed addressed under faculty  
2 rights and wherever else it may be in there, but I  
3 wasn't sure if that's actually part of the  
4 definition.

5 MS. SPENCER: One of the reasons we put this in  
6 there was having to do with the tenured track faculty  
7 coming in and what does that mean, tenure, what does  
8 that afford, what does that mean, it means service,  
9 it means some protections and privileges but also  
10 responsibilities, we just wanted that to clarify.  
11 But look at it and get back to us and tell us what  
12 you think.

13 DR. MIEDEMA: That was my only question with  
14 that was is that really a definition or is it a  
15 negotiated right of the contract.

16 MS. SPENCER: No. I mean, we already have that  
17 in here. You're on a continuing contract so it's --  
18 it was just for clarification but.

19 DR. MIEDEMA: That's fine. We can leave it, I  
20 just wanted to clarify that that's generally what you  
21 put in a definition.

22 DR. MARSHALL: So that's okay?

23 DR. MIEDEMA: Um-hmm.

24 MS. SPENCER: And the PSAV, like I said  
25 earlier, we have still things to review and I have

1 not had a chance to do that yet.

2 DR. MIEDEMA: But does that need to be  
3 addressed in the definition?

4 MS. SPENCER: I don't know. PSAV, it goes back  
5 to that Article 8 thing where we said pay rate.

6 DR. MARSHALL: Only if it's going to make a  
7 change to the calculation there, that's the only...  
8 If we change anything else, then I might have to go  
9 back and change this.

10 MR. KOUKOS: That wouldn't change right there.

11 MS. SPENCER: It won't change?

12 MR. KOUKOS: No, because it's defined by --

13 MS. SPENCER: Statute.

14 MR. KOUKOS: Yeah. I mean, if you said contact  
15 hours is sixty minutes.

16 DR. MIEDEMA: Hours are hours.

17 DR. MARSHALL: So, we don't have to make any  
18 adjustment.

19 MS. SPENCER: Okay. That's fine.

20 DR. MIEDEMA: The minutes are not going to  
21 change, the other piece is what needs to be  
22 discussed.

23 MR. KOUKOS: That part's fine.

24 DR. MIEDEMA: That was my question. Thank you.

25 MS. SPENCER: And the duration of the article,

1 we can -- Article 4, we can fix that up and get that  
2 TA'd.

3 DR. MIEDEMA: There's only one change I needed  
4 to make in that and that is 4.5, protection of  
5 discrimination.

6 MS. SPENCER: Okay.

7 DR. MIEDEMA: We need to -- the law has added a  
8 couple of categories of people, we just need to pop  
9 those in. It has to do with gender and, you know, a  
10 couple of other. Make sure we have all of those  
11 rights words in there. So, I've got the law here so  
12 we can plug those words in real quick.

13 MS. SPENCER: Okay. Great.

14 DR. MIEDEMA: That's a real minor thing but I  
15 just want to make sure that we follow in the more  
16 current.

17 MS. SPENCER: Then Article 5, you had some  
18 things you wanted to discuss in there.

19 DR. MARSHALL: You want to make that change  
20 now, Dr. Miedema?

21 MS. SPENCER: Yeah, let's do it. Okay. Good.

22 DR. MARSHALL: So, it doesn't change the  
23 actual -- let's see.

24 MS. FURGUESON: As long as you have --

25 DR. MIEDEMA: Not discriminate base on those.



1 MS. FURGUESON: Those categories.

2 DR. MIEDEMA: Make sure that those -- and I  
3 have not taken the time to review and make sure that  
4 we had all those listed in there. If we have them  
5 there then no changes need to be made, but if we have  
6 not then we need to add the other protected  
7 categories in there.

8 MS. SPENCER: Genetics. That's cool.

9 DR. MIEDEMA: That's the language now.

10 MS. SPENCER: Is that from the Department of  
11 Education?

12 MS. FURGUESON: Yes.

13 MS. SPENCER: That's pretty interesting.

14 DR. MIEDEMA: Yeah, that's why I said I just  
15 want to get those last couple words in there.

16 DR. MARSHALL: So, they took out sexual  
17 orientation?

18 MS. SPENCER: Well, we negotiated sexual  
19 orientation in a couple years ago.

20 DR. MIEDEMA: Yes, we need to leave that.

21 DR. MARSHALL: We can add to we, just can't.  
22 Okay.

23 DR. MIEDEMA: Um-hmm. I'm fine with that.

24 DR. EARLE: It should be reworded.

25 DR. MARSHALL: I will. I will alphabetize

1           them.  Is that okay with everybody?

2           DR. MIEDEMA:  Absolutely.

3           DR. MARSHALL:  I think I got them all.

4           DR. LAMB:  So, it's okay if I'm a gay  
5           communist.

6           MS. SPENCER:  Should we go back to 11 or go  
7           straight through while we're at it?  I flipped this  
8           back to the definitions because we were looking at  
9           11.

10          DR. MIEDEMA:  If you go up to 5.2, these are  
11          just a couple real little things.

12          DR. MARSHALL:  Where to?

13          DR. MIEDEMA:  5.2.C.

14          MS. SPENCER:  Oh, it's a duplication.

15          DR. MIEDEMA:  And again in E.  I said thirty  
16          load points because otherwise you're not sure what  
17          thirty points means.

18          DR. MARSHALL:  So, does it need to say that  
19          here also?

20          DR. MIEDEMA:  Yeah, probably need to say  
21          release or slash reassignment.

22          DR. MARSHALL:  Is that right?

23          DR. MIEDEMA:  Um-hmm.  Yes, that's what we  
24          need.  Just want to make sure they understood what  
25          points meant.

1           And then under 5.3 it's just a question under B  
2           where we say that we provide fifty printed copies in  
3           addition to the online copies and I wanted to make  
4           sure you still wanted fifty copies.

5           MS. SPENCER: I don't think we've ever had  
6           fifty copies printed out, have we? And we really  
7           would like to go to an online electronic format.

8           DR. EARLE: State says we have to have a couple  
9           of hard copies.

10          DR. MARSHALL: Can we just take out the number  
11          and just put additional printed copies will be  
12          provided upon request?

13          DR. MIEDEMA: Upon request.

14          MS. SPENCER: That works.

15          DR. MIEDEMA: I just don't want to have to  
16          print up fifty if we're not using fifty. You got it.

17          And then under C.4, and this is just again a  
18          very, very minor thing, date of birth. Do we need  
19          peoples year?

20          MS. SPENCER: We talked about that with respect  
21          to retirement and where people are in terms of their  
22          career and things like that. I don't know that we  
23          need it.

24          MR. KOUKOS: Date of birth I don't think we  
25          need. Years of service. I mean, because --

1 MS. SPENCER: I don't -- I don't know.

2 DR. MIEDEMA: I'm just asking because, you  
3 know, some people get real sensitive about their age  
4 being broadcast.

5 MS. SPENCER: Well, if we were asking for  
6 peoples weight or something I can see where that  
7 would be.

8 DR. MIEDEMA: It doesn't matter to me but I  
9 just thought I would ask that question.

10 MS. SPENCER: Right. Can we check on it? I  
11 mean, I don't -- I think in the conversation before  
12 the reason we were looking at it is in terms of where  
13 our faculty in terms of approaching retirement.

14 MR. KOUKOS: Wouldn't the date of original  
15 employment be --

16 MS. SPENCER: Not necessarily.

17 DR. MARSHALL: How about years of service?

18 MS. SPENCER: That won't necessarily tell you  
19 either. They may have a career in nursing and come  
20 in at sixty and started working for us, so.

21 MR. PARKER: But does date of birth give you  
22 really good view of what their retirement plans are?

23 MS. SPENCER: No, it doesn't, it doesn't but I  
24 just --

25 MR. PARKER: That kind of doesn't achieve the

1 purpose of what you want it there for.

2 MS. SPENCER: Well, I think it gives us a  
3 better -- that's why I say I want to look into it,  
4 it's statistical information that helps us get a  
5 picture of who are faculty are, where they are  
6 demographically, right, so we look at it and say  
7 these are new faculty, they're younger members, this  
8 is -- our faculty are this age so we're looking long  
9 term as far as strategizing for the session that we  
10 have. So, for example, the professional learning  
11 activities thing, I should know what we're calling  
12 that, we wrote that, but the \$50,000 for the  
13 non-tenured track faculty. I mean, the idea was with  
14 respect to our faculty less than -- more than half  
15 have less than ten years experience and they're  
16 pretty young. We have a pretty young faculty coming  
17 in now with all the new hires. So, in terms of  
18 strategizing we're looking at what benefits do  
19 membership. And it doesn't necessarily statistically  
20 equate, but that was the thinking.

21 DR. MARSHALL: So, Lynn, is that covered under  
22 years of experience credited for salary?

23 MS. SPENCER: No, it's not, that's what I'm  
24 saying because somebody may have come from some other  
25 place and they may be --

1 DR. MIEDEMA: As long as the membership doesn't  
2 have an objection to it, I don't have an objection to  
3 it.

4 MS. SPENCER: If they don't want us to know  
5 that I don't have any problem with striking it.

6 DR. MIEDEMA: I don't like telling people how  
7 old I am.

8 MS. SPENCER: I'm getting -- I'm like that too  
9 now.

10 DR. MIEDEMA: I'm getting too old, I don't like  
11 to tell people how old I am.

12 MS. FURGUESON: I don't mind, I consider the  
13 alternative.

14 DR. MARSHALL: How about date of birth when  
15 available?

16 DR. MIEDEMA: Just leave it, it's fine. And  
17 then if you go down under H, supplement assignments.

18 MS. SPENCER: That's -- yeah, we don't have a  
19 problem changing that. That we're talking about  
20 department chairs, program coordinators, all that  
21 kind of stuff.

22 DR. MIEDEMA: Yes.

23 MS. SPENCER: And then we had added US for BAS,  
24 BS, all that.

25 DR. MIEDEMA: The question here was copies of

1 procedures, policies, handbooks being distributed  
2 concurrent with distribution to department heads. Do  
3 you need -- the question was advance notification,  
4 electronic submission, how do we get this information  
5 out? Because what we currently do now that we've  
6 gone electronic is we just post the information and I  
7 don't necessarily send out a notice to all staff if  
8 there's a new procedure that's been added. Do we --  
9 is that what you're asking for in this section?

10 MS. SPENCER: Yeah, because the concern --  
11 here's an example. The textbook form, that's been  
12 around forever and we looked at that and it's come up  
13 are individual faculty members supposed to -- it  
14 hasn't come to the Melbourne campus yet I understand  
15 but we're supposed to log in and -- through the book  
16 store website.

17 MR. AKERS: Not using faculty-wide software.

18 MS. SPENCER: And we got no -- if we got any  
19 notification -- I don't think you sent us any  
20 notification because stuff that comes from you I pay  
21 attention to.

22 MS. HANDFIELD: Well, thank you.

23 DR. MARSHALL: I think we are doing it, Lynn,  
24 but for us like in our department Eileen is taking  
25 care of that for us. We never had to do it.

1 MS. SPENCER: But it's also not on the  
2 Melbourne campus yet from what I understand, is that  
3 correct? It's been presented at Titusville and Palm  
4 Bay and Cocoa, is that correct? And there was a  
5 general presentation. Okay. Well, with respect to  
6 this just when there are changes that affect us we'd  
7 like to know and maybe just strengthen the  
8 communication that way. The Board of Trustees  
9 policies and procedures manual, that changes.

10 MS. FURGUESON: The Board only approves  
11 policies once a year and the president approves  
12 procedure changes.

13 MS. SPENCER: And how often are the procedures  
14 changed?

15 MS. FURGUESON: If the law changes we have to  
16 change it. So, probably about three, four times we  
17 might have to look at a procedure.

18 MS. SPENCER: I think --

19 DR. MIEDEMA: So, what is it you would like to  
20 see? I guess that's what I'm still trying to get to.

21 MS. SPENCER: I don't have a problem with  
22 copies of the procedures and policies and we have the  
23 responsibility to go on the website and review that  
24 stuff.

25 DR. MIEDEMA: I certainly can send out an



1 e-mail when I send out e-mails to any staff members  
2 about changes, make sure that it goes to a general  
3 distribution of faculty.

4 MS. SPENCER: That's fine. Yeah, that's fine.

5 DR. MIEDEMA: So, that is concurrent and I'm  
6 fine with that.

7 MS. FURGUESON: Enjoy that reading.

8 DR. MIEDEMA: So, don't complain to me when you  
9 your in box gets full.

10 DR. MARSHALL: Delete those comments?

11 DR. MIEDEMA: Yes.

12 DR. MARSHALL: Sorry.

13 DR. MIEDEMA: No, you're doing great. You're  
14 doing great keeping that up.

15 And this question has to do with the minutes of  
16 Board meetings and Board workshops and we post them  
17 online but.

18 MS. SPENCER: We talked about that. It's in  
19 the packet, the minutes are in the packet for the  
20 next meeting. So, as long as we get the packet  
21 before the next meeting, and they're not available on  
22 the website before that meeting, so really -- and  
23 sometimes they're not even posted to the website  
24 until well after the meeting where the meetings are  
25 distributed so I think we're okay striking that,

1           yeah.

2           DR. MIEDEMA: I just wanted to make sure.

3           MS. SPENCER: But the special -- but we would  
4           like -- do they have any special Board meetings or  
5           Board workshops? Have they in the past year?

6           DR. MIEDEMA: They've not had any but if we had  
7           any, yes, you would absolutely get them.

8           MS. SPENCER: And those would be posted on the  
9           college web as well or they would part of a workshop  
10          packet?

11          DR. MIEDEMA: Yes, all minutes are posted  
12          publically.

13          DR. MARSHALL: So that's okay the way it's  
14          written?

15          DR. MIEDEMA: Um-hmm.

16          MS. SPENCER: I think we addressed your concern  
17          on that. You were afraid we were going to ask you  
18          for everything you had in your in box. And you can  
19          just say no anyway like shove off.

20          DR. MARSHALL: Please.

21          MS. SPENCER: Pleas. Access to new faculty and  
22          orientation. We revised that. Did we revise that,  
23          Debra?

24          DR. MARSHALL: Um-hmm, we did.

25          DR. MIEDEMA: That's all.

1 MS. SPENCER: And 5.10.

2 MR. PARKER: Does it have to be two?

3 MS. SPENCER: No, we just put that in there.

4 MR. PARKER: Two or more?

5 DR. MIEDEMA: Well, sometimes -- we've lowered  
6 it down to two because sometimes HR is pushing to get  
7 all the background checks and all that kind stuff  
8 done very quickly.

9 MR. PARKER: Oh, I understand a lot of times  
10 they happen very quick.

11 DR. MIEDEMA: Very quickly.

12 DR. MARSHALL: No less than.

13 MS. SPENCER: Not less than.

14 MR. PARKER: Yeah, because you just want at  
15 least two days, right?

16 DR. MARSHALL: Yeah.

17 MR. PARKER: But you don't want to have tickle  
18 file and can't tell them until.

19 MS. SPENCER: Right, yeah.

20 DR. MIEDEMA: We're not allowed to notify them  
21 until two days before.

22 MS. SPENCER: Oh, we'll grieve that.

23 And then consultation with the college  
24 president, your concern was -- it doesn't have -- it  
25 doesn't it have to be one-on-one meeting. I mean,

1           you can have more than just the college president and  
2           the UFF Brevard president, but we just think it's  
3           important to have some contact with the president as  
4           well.

5           DR. MIEDEMA: Well, you need to recognize the  
6           timeframe that may involve and you will not  
7           necessarily get quick resolution to issues because of  
8           his schedule and his other commitments that he has to  
9           do. That's why I had suggested the college president  
10          or designee.

11          MS. SPENCER: Yeah, I think --

12          DR. MIEDEMA: Because in most cases if it's an  
13          academic concern he's going to refer it to me anyway.

14          MS. SPENCER: We've discussed this and we'd  
15          still like the language in there, it doesn't  
16          really -- I mean, it says matters of concern at a  
17          time convenient to both parties. So, obviously if  
18          he's on a plane to Tallahassee or wherever else he's  
19          going, that's going to be a tough connection to make  
20          but.

21          MR. PARKER: I will say in every policy and  
22          procedure where you see the college president you  
23          will always see or his designee and if it's  
24          appropriate and right for him to meet, he'll make  
25          that decision if he thinks he should designate it

1 because of time or that's important, that's his  
2 decision. It's just difficult to command the  
3 president of a college to do something.

4 MS. SPENCER: It's not commanding, it's just --

5 MR. PARKER: He has the discretion.

6 MS. SPENCER: It just said he'll be available  
7 to meet with the UFF Brevard president.

8 MR. PARKER: Will. Will. Will.

9 MS. SPENCER: Yeah.

10 MR. PARKER: It's a command.

11 MS. SPENCER: At a time convenient to both  
12 parties.

13 DR. LAMB: Shall. Shall is the command, will  
14 means he has the desire, the will to do it. If it's  
15 legally required it would be the college president  
16 shall be available. That's the way I understand  
17 verbs.

18 MS. SPENCER: It's important in the shared  
19 governance model to make that connection and to have  
20 the faculty --

21 MR. PARKER: We're not saying it's not  
22 important, we're just saying it's at his discretion  
23 just like it is at yours. I mean, I doubt he would  
24 commands the UFF to meet, you know, it would still be  
25 at your discretion.

1 MS. SPENCER: I think the language makes that  
2 clear, a time convenient. If there's something comes  
3 up, I mean, we'd like to know that we have the  
4 ability to consult with the president.

5 MR. PARKER: I'm probably just stuck on --

6 DR. MARSHALL: On the will.

7 MR. PARKER: Yeah, I just think it's just  
8 very -- again, it's very common place in every  
9 important thing even during times of disaster the  
10 college president or his or her designee. It's  
11 generally there just so that he or she can conduct  
12 business. It just gives him the discretion.

13 DR. MIEDEMA: Maybe we just add a sentence that  
14 says if the college president is not able to meet for  
15 any reason, he may elect to delegate, something to  
16 that effect. That's just the question.

17 DR. MARSHALL: Or we could change the sentence  
18 to the college president and the UFF Brevard  
19 president shall consult on matters. That's not  
20 saying that he has to do this with us, it's saying  
21 that both parties agree to do that together.

22 MR. KOUKOS: Yeah, this is protection for UFF.  
23 I mean, sometimes things have come up in the past  
24 where we've gone through regular channels and we're  
25 trying to get something and it's just not getting

1 done and this gives us the ability to make sure that  
2 we can meet face-to-face with the one who ultimately  
3 has the decision.

4 MR. PARKER: That's why I think when you say  
5 the college president or his designee. I mean, he  
6 has to designate someone. He's making the decision  
7 in this case and obviously if it's really important  
8 he's going to make the decision individually. So,  
9 again, that discretion goes to the president. And I  
10 hardly ever disagree with Robert but my legalese will  
11 is a command when it comes to procedure and law.  
12 Will, there's no ambiguity in will.

13 MS. SPENCER: I'm with Niko on this one. It  
14 gives us some --

15 DR. MARSHALL: The college president and the  
16 UFF Brevard president agree to consult, not bargain,  
17 on matters of concern and so forth. That takes the  
18 word will out, it's an agreement between the two  
19 presidents. If the UFF Brevard president or the  
20 college president decides to send a designee, that  
21 can be handled at that meeting time or prior to that  
22 meeting happening.

23 DR. MIEDEMA: That makes sense to me.

24 MS. SPENCER: Don't make that change yet, we're  
25 going to caucus and we're going to talk about it.

1 DR. MARSHALL: Okay.

2 MR. PARKER: You may still want to talk about  
3 some language if appropriate under the circumstances  
4 because there are going to be times matters that are  
5 very important to you that you'll want to consult  
6 with him on but it's still not appropriate maybe  
7 because of bargaining or whatever else happens, the  
8 item. So, it's not always appropriate.

9 DR. MARSHALL: We just don't want to give up  
10 our right to see him if we need to.

11 DR. MIEDEMA: No, we understand that. It's  
12 just like coming in to this meeting, he does not feel  
13 it's appropriate for him to come in here while we're  
14 in the process of bargaining because he just doesn't  
15 want it to look like there's any sign impropriety or  
16 trying to --

17 DR. MARSHALL: Influence.

18 DR. MIEDEMA: -- influence the process. So,  
19 there would be certain situations that he may not  
20 want to be right there in the middle of, so. That's  
21 all we're trying to do, you know. That's my only  
22 other thing in there.

23 MS. SPENCER: Okay.

24 MR. PARKER: What you're asking is common  
25 sense, it's just the shall and will are strong



1           commands.  You just don't want to give the president  
2           a directive, that's all.

3           MS. SPENCER:  Well, I mean, he's the president  
4           of the college, we're a collegial institution, we  
5           share a governance.  I mean, he wants to be aware I'm  
6           sure if they're faculty concerns.

7           MR. PARKER:  Sure, every case I'm sure he'll  
8           make the right decision, it's just again the  
9           directive.

10          MS. SPENCER:  Okay.  And then Article 6 we went  
11          through -- did we resolve that?  We did.  I thought  
12          we finished Article 6.

13          MR. AKERS:  Lynn, something occurred to me when  
14          we were discussing 6.16.E and I typed the language  
15          in.  I know you had expressed some concerns about the  
16          language that references to the procedures manual and  
17          also references that we include it in that original  
18          statement about other policies approved by the  
19          president or trustees.  It occurred to me that -- I  
20          know that you're wanting the protection there, I  
21          think it's important to reference the procedures  
22          manual because anyone who's working on a handbook for  
23          either one of those councils needs to be aware of the  
24          procedures manual.  I know you're concern was the  
25          protection.  If we're referencing the procedures

1 manual in that context, I think 4.9 protects you  
2 through and through your controlling clause.

3 MS. SPENCER: But if you spell out language in  
4 the contract that explicitly says you'll refer to  
5 that Board of Trustees manual, then that controlling  
6 clause doesn't matter because that means we waived  
7 our right to be protected by referencing that Board  
8 of Trustees manual and procedures manual, whatever  
9 we're talking about. So, that's where my concern  
10 was.

11 DR. MIEDEMA: We'll talk about that. We're  
12 going to do a quick caucus to address that.

13 The other thing that we did not resolve yet in  
14 Article 6 is 6.11.C, the student loan reimbursement.

15 MS. SPENCER: I think we put that to --

16 DR. MIEDEMA: It may need some more discussion.

17 MS. SPENCER: Yeah.

18 DR. MIEDEMA: But those are where we are and I  
19 would suggest --

20 DR. MARSHALL: Are we talking about the tuition  
21 reimbursement issue now?

22 MS. SPENCER: Yes, um-hmm.

23 DR. MARSHALL: Could I make a quick suggestion  
24 for your consideration? Perhaps language that says  
25 once employee for X amount of years the

1 administration will reimburse at whatever that amount  
2 is. So, I would have to give you three years of  
3 service or four years of service before I could even  
4 be considered for tuition reimbursement. So, you're  
5 getting my work on the front end before you decide to  
6 make that investment and reimbursing me. There's no  
7 monetary impact to the college this year or maybe  
8 next year or the year after even if we decide to make  
9 that three years from now, but if we can get that  
10 language in here now, then I think that's something  
11 that we might be able to.

12 DR. MIEDEMA: Okay.

13 DR. MARSHALL: You get my work ahead of time.

14 MS. SPENCER: How many of the tuition  
15 reimbursement, the total, the \$126,000, how many  
16 of -- that works out to roughly thirty-six faculty,  
17 are we talking about most of those people cap out the  
18 about \$3,500 on average. So, we're talking about  
19 thirty-six faculty members.

20 DR. MIEDEMA: Um-hmm. That would be my guess.

21 MS. FURGUESON: 6.5, line 551.

22 DR. MARSHALL: It's not the same line anymore,  
23 Darla. 6.5, personnel files?

24 MS. FURGUESON: Yeah, there's an error.

25 DR. MARSHALL: Thank you.

1 MS. SPENCER: What was the error?

2 DR. MARSHALL: There was just an extra word.

3 DR. MIEDEMA: Scribner's.

4 MS. HANDFIELD: Do you want to take out that  
5 his or her and just leave he. First sentence.

6 DR. MIEDEMA: Nowadays you can be a his or  
7 hers.

8 DR. MARSHALL: It's Z, ZE is the new  
9 nonspecific gender pronoun. It's not official but a  
10 lot of people who don't identify closely with one  
11 gender or another use Z instead of he or she as their  
12 preferred pronoun.

13 DR. LAMB: And the possessive form of that is?

14 DR. MARSHALL: Z. I don't know.

15 DR. MIEDEMA: Okay. Are with we ready to do a  
16 quick review or do we want to --

17 DR. MARSHALL: We need a caucus, please.

18 MS. SPENCER: Hold on one second. Can we look  
19 at this first part of the tenure just briefly to make  
20 sure there's no conflict. We're in Article 11 before  
21 we break for caucus so if there are issues in there  
22 we could also briefly address those.

23 DR. MIEDEMA: Sure.

24 MS. SPENCER: So, we had looked at this  
25 language and we talked about the tenure, we changed

1 that, prior to ratification after we have no problem  
2 with that, can we --

3 DR. MARSHALL: Where are you?

4 MS. SPENCER: The beginning of 11, tenured,  
5 promotion and rank. So, the highlighted passages.  
6 Have you had a chance to review those, that was  
7 just -- have you had a chance to review this? No.  
8 Okay.

9 DR. MIEDEMA: Yeah, I've reviewed it but  
10 that -- I still have a little bit of a question on  
11 the full-time faculty members that are starting in  
12 August. As they came through the process they were  
13 told tenure is five to seven years. So, once this is  
14 ratified are we saying that they only have to do  
15 three years?

16 MS. SPENCER: No, members hired prior to the  
17 ratification of the agreement, that's what -- yeah, I  
18 thought that's what we talked about. So, people that  
19 were hired this past --

20 DR. MIEDEMA: We need to make sure it's real  
21 clear, ratification of the contract affects this  
22 contract year. So, I was hired in July so I'm hired  
23 in under the old contract.

24 MS. SPENCER: I would think so.

25 DR. MIEDEMA: So, it means anyone that I hired

1 in, all twenty people who are starting in August get  
2 to have tenure in three years which is still against  
3 what we're supposed to be doing.

4 MS. SPENCER: Okay. We need to address that  
5 too.

6 DR. MIEDEMA: That's the question that I have  
7 is that those who started this year, absolutely, but  
8 those who are going to start with the ratification of  
9 this contract --

10 MR. KOUKOS: When's our official start date?

11 MS. HANDFIELD: August 13th.

12 MR. KOUKOS: When do they ratify the contract.

13 DR. MIEDEMA: August 13th. That's what I'm  
14 saying, it's that definition right there.

15 MR. KOUKOS: I mean, if they're hired on the  
16 same date we ratify they weren't hired prior to.

17 MS. HANDFIELD: Well, they've already been  
18 hired but their start date is not going to be until  
19 the 13th.

20 DR. MARSHALL: Right, I think it has to be by  
21 their hire date.

22 DR. MIEDEMA: I just want to make sure we're  
23 real clear on that because people are going to  
24 question that and what does that mean.

25 MS. FURGUESON: Their official hire date will

1 be August 13th. They come on for orientation, they  
2 don't get paid for orientation so that's -- their  
3 hire date is the first day here.

4 MR. KOUKOS: Hire date is when you start  
5 getting paid to do the job.

6 DR. MIEDEMA: I just want to make sure that  
7 we're clear with that.

8 MR. KOUKOS: Because you could have offered  
9 them a job two years ago and they said I can't do it  
10 because I'm in Belize or something.

11 DR. MIEDEMA: So, that was just my question on  
12 that, the rest of it --

13 DR. EARLE: I would say that's correct, people  
14 who were hired and if we don't have it ratified by  
15 the end of that day, then they're still under the old  
16 three year. If we ratify that day then --

17 MR. KOUKOS: If we ratify it on the 13th,  
18 anybody who starts on the 13th is on the new  
19 contract, not the old one. The only reason they  
20 would be on the old one is if for some reason it's  
21 not ratified on the 13th.

22 DR. MIEDEMA: Because we're continuing the old  
23 contract. I just want to make sure because that's  
24 going to be a question that comes up. I know it's  
25 going to come up because the time framework is so

1 tight.

2 DR. MARSHALL: So, do we need to change  
3 anything here?

4 MS. SPENCER: No, we're going to caucus. So, I  
5 guess if you -- let's do...

6 DR. MIEDEMA: The changes here, temporary and  
7 full-time, I was okay with those changes.

8 DR. MARSHALL: With everything from 2 down?

9 DR. MIEDEMA: Um-hmm. I'm okay with it until  
10 the question that you had about placing it in the  
11 handbook which is under 4.F because until we resolve  
12 that issue.

13 MS. SPENCER: Yeah, that's right. Okay.  
14 You're right. Shall we caucus then?

15 MR. PARKER: Speaking of the handbooks, could  
16 you e-mail a copy to us your language so that we can  
17 take a look at that?

18 DR. MIEDEMA: We'll do this quickly so we can  
19 get back.

20 MS. SPENCER: Okay. Thank you.

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

22 DR. MIEDEMA: Okay. So, where do we want to go  
23 now?

24 MS. SPENCER: Up to you. So, about the  
25 language for the handbooks, is it solved?



1 DR. MIEDEMA: The language for?

2 MS. SPENCER: The handbooks, did we resolve  
3 that, Tony's statement and then ours?

4 MR. AKERS: Do we want to look back at the  
5 statement? Is it still hiding on another screen?

6 MS. SPENCER: Oh, I thought that 's what --  
7 okay.

8 DR. MIEDEMA: What I did is I sent to you a  
9 modification of your statement.

10 MS. SPENCER: I just sent you something and  
11 closed it because I thought you just wanted to see  
12 that language. I didn't leave it open.

13 DR. MIEDEMA: But either way, I left that so  
14 you'd have the opportunity to look at that.

15 DR. MARSHALL: We'll leave that for the next  
16 one then.

17 MS. SPENCER: For the next what?

18 DR. MARSHALL: Meeting.

19 DR. MIEDEMA: Yeah, I e-mailed it to you while  
20 we were over there so that you would have a chance to  
21 see it. My -- looking at your language that you had  
22 proposed.

23 MS. SPENCER: Yeah, it doesn't look very nice  
24 there.

25 DR. MIEDEMA: Pardon?

1 MS. SPENCER: It doesn't look very nice. When  
2 I typed it up I was like oh, I don't know.

3 DR. MARSHALL: That?

4 MS. SPENCER: Yeah.

5 DR. MIEDEMA: Yes. I had a couple of questions  
6 and a couple of changes to it that we could consider.  
7 By mutual agreement of the parties to the CBA, the  
8 parties to the CBA would lead that discussion, does  
9 that mean it has to be voted by the whole membership  
10 or should we simply say mutual agreement of UFF  
11 Brevard and administration or myself rather than the  
12 parties of the CBA.

13 MS. SPENCER: That's fine, yeah.

14 DR. MIEDEMA: That makes it a little cleaner  
15 that we're not sending it out for vote every time.

16 MS. SPENCER: Right. I like what Tony said  
17 about disagreement authorizes the councils to  
18 establish and revise handbooks to best meet their  
19 needs provided the following, and then we say it does  
20 not conflict with the CBA, and then any changes are  
21 by might mutual agreement.

22 DR. MIEDEMA: And under where it said the  
23 substantive changes, I would just say may be made  
24 with council approval and UFF Brevard approval and  
25 administrative approval, me approval.

1 MS. SPENCER: Okay.

2 DR. MIEDEMA: Just say that those three people  
3 are in agreement rather than saying -- just make it  
4 real simple that way.

5 MS. SPENCER: Okay. That's good.

6 DR. MIEDEMA: That make sense?

7 DR. MARSHALL: No. I'm sorry. Okay. So, what  
8 you're saying is instead of saying up here is just by  
9 mutual agreement?

10 DR. MIEDEMA: And then if there's anything from  
11 Tony's that you wanted to include in that.

12 MS. SPENCER: He's just such a good writer.

13 DR. MIEDEMA: He is and that's why... But this  
14 gives us a discussion point.

15 DR. MARSHALL: What's different from there to  
16 this? I don't see any changes.

17 DR. MIEDEMA: Oh, go to -- probably because  
18 I --

19 DR. MARSHALL: It might be the one she sent  
20 you, is that right? Lynn, do we want to change this  
21 now in the contract?

22 MS. SPENCER: We can -- we're in agreement, we  
23 understand each other and we'll make that change and  
24 review it.

25 DR. MARSHALL: I'm sorry.

1 DR. MIEDEMA: That's fine.

2 MS. SPENCER: Okay. That will impact the  
3 discussion of Article 11 when we meet next time.

4 DR. MIEDEMA: Yes.

5 MS. SPENCER: The language in Article 5 on the  
6 president's meeting, Debra drafted alternative  
7 language, we can look at that, maybe it's essentially  
8 the same thing but it just says they both agree to  
9 meet each other to consult -- where'd she put it.  
10 It's the same thing.

11 DR. MIEDEMA: Yes.

12 MS. SPENCER: But instead of the president will  
13 be, yeah.

14 DR. MIEDEMA: It doesn't sound as quite as bad.

15 MS. SPENCER: Yeah, I see.

16 DR. MARSHALL: Is that better?

17 DR. MIEDEMA: Yes. Jack, are you okay with  
18 that?

19 MR. PARKER: I'm better with it. Again, I  
20 don't accept -- you know, I just want him to have  
21 that ability if it's a pressing matter. I would just  
22 want him to have that discretion. I know how  
23 important it is for some of these meetings to take  
24 place, I get it, but I also know that the tornado  
25 ripping through the south campus and the actual

1 emergency management response plan is that the  
2 president and his designee, there's a reason for  
3 that. Sometimes he has to be in a position to make  
4 that decision and I would really like us to trust the  
5 president to the degree that he would make the right  
6 decision at the right time for the right reasons.

7 MS. SPENCER: Yeah, and you understand we trust  
8 you, we just we need that language in order to  
9 protect the union and it helps that channel remain  
10 open.

11 DR. MARSHALL: May be made at the agreement of  
12 both parties.

13 MS. SPENCER: No, I don't think we need that  
14 language, that sentence, no, no.

15 DR. MARSHALL: Hold on. Just sit there for a  
16 second and we can maybe make work on that a little  
17 bit.

18 MR. PARKER: Again, I appreciate the effort,  
19 I'm not crazy about that add on because I don't need  
20 the president asking permission to make the change.  
21 You know, again, this is, this is very high level  
22 stuff. The president of the union and the president  
23 of the college, of course, have to have a wonderful  
24 relationship and, of course, they have to be able to  
25 meet and talk and discuss things, that shouldn't even

1 have to be written on this piece of paper. The only  
2 thing I have a problem with is when we direct. You  
3 know, it's akin to -- I would feel awkward directing  
4 the UFF president to meet with me as a president  
5 without saying or his or her designee.

6 MS. SPENCER: Right.

7 MR. PARKER: Because I trust them to meet with  
8 if they can but if they can't I want to meet with  
9 someone who represents them so that I can get  
10 something done in the time allowed.

11 MS. SPENCER: So, the sentence in yellow will  
12 work for you all?

13 MR. PARKER: It may work for the group, I'm  
14 still not crazy about it because I think we should  
15 include or his designee. I think on the UFF  
16 president or his or her designee.

17 MS. SPENCER: For us that's not the point of  
18 the language, it's to make sure that channel stays  
19 open or at least have an opportunity. So, whatever  
20 you think. You want to think more?

21 MR. AKERS: It take a little bit of a  
22 rhetorical edge off the language if we were to  
23 replace -- I know, I know the intent, I know the  
24 spirit but I understand Jack's concern about the  
25 prescriptive nature of the language and particularly

1           when we're talking about the college president  
2           becomes a little awkward.  So, how about the college  
3           president and the UFF Brevard president may consult,  
4           not bargain, on matters of concern at a time  
5           convenient to both parties.

6           MS. SPENCER:  No, I think you have to agree to  
7           do that and the channel needs to remain open.  So,  
8           and if they decide they want to designate someone to  
9           handle those matters, I'm sure the UFF president is  
10          not going to ferret away the college president's time  
11          with ridiculous --

12          MR. PARKER:  I appreciate you saying that and I  
13          have very little doubt that that is exactly your  
14          intents, but I've been involved in situations where  
15          sometimes you get an unreasonable president who just  
16          demands to meet and they believe that the language  
17          provides for it and that all of a sudden becomes a  
18          circus, not necessarily here but I've seen that  
19          happen in other places.  That's why I'm just saying  
20          it should be discretion.  When you're talking about  
21          top level people like your UFF preside and your  
22          president of your college, it's -- to me it's beneath  
23          those two positions to be telling them they have to  
24          meet.  It's just -- to me it should be unnecessary  
25          and I understand you're trying to protect the

1 membership but I think having language up there at  
2 all is -- it's a shame it has to be up there at all  
3 but if it has to be up there at least you want the  
4 discretion to where, you know, the president and the  
5 president of the UFF have discretion as to how they  
6 want to do that.

7           Again, I don't think that you would take  
8 advantage of it if it said or designee on your side,  
9 I don't think you would take advantage of it and  
10 that's good because we never want the UFF president  
11 to -- you wouldn't do that but if it was something of  
12 a pressing nature and the president wanted to meet  
13 with union leadership, it would be the president's  
14 designated person of UFF. It just helps get things  
15 done faster and quicker.

16           MS. SPENCER: I think it's really important  
17 that the president be available to meet with the UFF  
18 president and not farm that out and that that channel  
19 remain open.

20           MR. PARKER: I don't disagree with that but I  
21 think there's going to be occasions where it does  
22 have to be delegated.

23           MS. SPENCER: Well, I think it's covered when  
24 you say a time convenient to both parties. We're not  
25 stipulating that you must do this within so many



1 college business days or, you know, we're going to  
2 file a grievance. Its a time convenient to both  
3 parties and it respects their roles in their  
4 respective areas.

5 MR. PARKER: Well, again, you heard my concern  
6 and I think it's -- again, just whenever I see the  
7 college president I always see or his or her  
8 designee. It just allows for things to work quicker  
9 and smoother. And again, he makes that decision.  
10 That's not like somebody else is making the decision.  
11 That's not like a designee decides, hey, I'll meet  
12 with the union because I'm a designee, that's not how  
13 it works. He designates someone to do something.  
14 He's making a decision and we have to have trust in  
15 him to make the right decision at the right time for  
16 the right reasons. The only reason we need language  
17 up here is because we don't trust him or don't trust  
18 the person in that role to make the right decision  
19 and that's really why that language is there and  
20 that's a bad precedent. I don't like it.

21 MS. SPENCER: So, we're at 5:00 o'clock and we  
22 published the meeting time at 1:00 to 5:00. So,  
23 we're going to have to I guess adjourn and figure out  
24 where we go from here. I think Article 6 we're  
25 close, close, very close. We did make a lot of

1 progress today. Article 8 we're very close as well.

2 One thing we could clarify, the number of  
3 classes for the department chair. We agreed at least  
4 ten classes because that's not hard to understand  
5 that.

6 DR. MIEDEMA: Okay. Sounds good.

7 MS. SPENCER: Shall we meet next week.

8 DR. MIEDEMA: I think probably a good idea.

9 MS. SPENCER: And we can print out the -- if  
10 you want to or we can print out the articles that we  
11 did discuss. I think 4 we're okay with. 3 I think  
12 we could probably TA or have that prepared.

13 DR. MIEDEMA: If you send me your --

14 MS. SPENCER: Okay. We will.

15 DR. MIEDEMA: Your thing, I'll get it printed  
16 out so that we can sign on it.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: 3, 4, 10. 3, 4.

19 MS. SPENCER: I think 9 we're good. 10.

20 DR. MARSHALL: I have 4, 9 and 10.

21 MS. SPENCER: We're real close on 5 and 6.

22 DR. MARSHALL: Ish.

23 MS. SPENCER: Yeah.

24 DR. MIEDEMA: Ish.

25 MS. SPENCER: And I think another good session

1           like we had today we could probably wrap it up.

2           DR. MIEDEMA: I'm writing this language down  
3           specifically for this one so that I can review it  
4           with Dr. Richey and that may resolve some of that  
5           too.

6           MS. SPENCER: We can send that. You want to  
7           send the CBA today. Debra, before we leave we'll  
8           send that. We can send it before we leave the room  
9           here.

10          DR. MARSHALL: So, Wednesday, June 24th, 1:00  
11          to 5:00?

12          MS. SPENCER: Will that work for you? Will  
13          that work for you?

14          MS. HANDFIELD: I though we were changing it.

15          DR. MIEDEMA: Yeah, they decided that --

16          MS. SPENCER: It was part of Robert's schedule.  
17          Would that work for you?

18          MS. HANDFIELD: Yeah, that's fine.

19          DR. MIEDEMA: We talked about alternating  
20          between the two but 1:00 to 5:00 works for us.

21          DR. LAMB: I keep have those students for my  
22          class every day.

23          DR. MIEDEMA: How dare them.

24          DR. MARSHALL: Don't they know.

25          MS. SPENCER: So, when we -- since we were

1 close on the handbook then I will assume we'll  
2 probably resolve that and hammer that out. We could  
3 look at Article 11 when we come back. That's a big.

4 DR. MIEDEMA: We want to try to finalize these  
5 that we're so close on, 5, 6 and 8, but we want to  
6 focus on 11 because that's one we haven't really  
7 addressed much on.

8 MS. SPENCER: Right. Okay.

9 DR. MIEDEMA: I think we can get those four  
10 quite readily.

11 MS. SPENCER: If I would -- two things that we  
12 talked about before I know in the raft of things we  
13 did, one was about the sick leave buy back which I  
14 know it's -- we talked about that last week but I  
15 think you were going to look into were there other  
16 institutions that do that. And then the insurance,  
17 that's Article 13, about faculty who opted out of the  
18 insurance package but. Anything else?

19 DR. MIEDEMA: Um-hmm.

20 MS. SPENCER: Okay.

21 DR. MIEDEMA: We're good.

22 MS. SPENCER: Thanks guys, have a good  
23 weekend. Good week.

24 DR. MIEDEMA: Thanks.

25 MS. SPENCER: Yeah, we did get a lot done.

1           Good work guys.

2                   (Thereupon, the meeting was concluded at 5:05

3 p.m.) .

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STATE OF FLORIDA )  
( SS:  
COUNTY OF BREVARD)

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

DATED this 22nd day of June, 2015.

\_\_\_\_\_  
JILL CASEY  
Court Reporter