

TRANSCRIPT OF THE
UNITED FACULTY OF FLORIDA
NEGOTIATION MEETING

March 5th, 2015

Eastern Florida State College

Melbourne Campus

Melbourne, Florida

The transcript of the United Faculty of
Florida Negotiation Meeting taken before Jill Casey, Court
Reporter, held on the 2nd day of April, 2015, commencing
at 2:00 p.m.

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1 DR. MIEDEMA: It's now 2:00 o'clock, we'll go
2 ahead and get started. Still waiting for Tony but
3 we'll move along anyway.

4 MS. SPENCER: Let's rearrange your agenda a
5 little bit. Let's put Article 14 up at the top, can
6 we do that?

7 DR. MIEDEMA: I'd really prefer to wait to the
8 end, I'd like to make sure we get some work done
9 first.

10 MS. SPENCER: Well, we would like to make sure
11 that we have some negotiation -- we understand the
12 negotiation's part of the whole package, so.

13 DR. MIEDEMA: Absolutely.

14 MS. SPENCER: And we've waited for a couple of
15 months now to talk about this and faculty are here to
16 see what the offer is and we'd like to start with us.
17 We are working on the other stuff, so. I mean, we're
18 not going to work through the whole contract and wait
19 until the end to do the compensation.

20 DR. MIEDEMA: No, I did say we would address it
21 today but can we finish the things that we started
22 which was Article 8 and Article 6. You want to move
23 it after those two, be more than happy to.

24 MS. SPENCER: I would really prefer to start
25 with Article 14. We have faculty that would like to

1 hear what the proposals are and we've waited for
2 quite some time. We can do Article 6 before then,
3 would that work? And then we do Article 14.

4 DR. MIEDEMA: Well, that would be fine, I would
5 just like us to get some work done before we talk
6 about that.

7 MS. SPENCER: Okay.

8 DR. MIEDEMA: Which could cause other work not
9 to continue. I think it's important for us to
10 continue to work through this contract.

11 MS. SPENCER: Okay. So, Article 6.

12 DR. MIEDEMA: That will be fine.

13 MS. SPENCER: So, you reviewed the reformatted
14 contract that Debra sent and we got your review, the
15 revisions and looked at that. It seems the first --
16 you noted on the first one we had proposed a tuition
17 reimbursement would be used for student loans
18 reimbursement and you added some language there, if
19 it's in good standing within the last twelve months,
20 right? And I think that's, that's something we that
21 would we agree to. So, we're okay with that and
22 thank you for responding to that.

23 We change the SACS stuff. I think Debra said
24 she'll go through and do a search and charge the SACS
25 things or provide an appendix with acronyms so that

1 so we know what's what. There's so many acronyms.

2 DR. MARSHALL: Table of acronyms at the top.

3 MS. SPENCER: Table of acronyms if that's okay.

4 DR. MIEDEMA: Um-hmm.

5 MS. SPENCER: You had changed the -- some of
6 the minor strikes, committed shall assist the four
7 tenured members, you didn't have a problem with that.
8 Vacancies and transfers to councils. And you didn't
9 want the handbook language in D. We have it up there
10 in beginning, introduction to the councils. So, is
11 there any particular reason why? You wanted it
12 struck like we don't need this college and UFF will
13 mutually develop procedures. We want it to say that
14 the handbooks are incorporated in the agreement by
15 reference and would be changed only by mutual
16 agreement. That's line 930, 31, 32, 33. Any
17 particular reason not to do that? And I think Debra
18 made the note in the documents she sent to you it's
19 not to slow things down, it's just to protect
20 faculty, make sure that we understand it's a shared
21 responsibility and that it wouldn't be changed
22 without the mutual understanding of both parties.

23 DR. MIEDEMA: The reason we wanted to look at
24 not having that incorporated and the reason we had
25 removed it prior is because it does slow the process

1 down. If you're working on a handbook and it takes
2 five or six iterations for it to go through the
3 committee, all that period of time is a delay. What
4 I need to know for the contract and for
5 administration is those mutually determined goals and
6 who are the voting members. How you go about your
7 business is really your business to go about. Why
8 should you require my approval on how you're doing
9 your business.

10 MS. SPENCER: Well, you know, in the beginning
11 of these councils that there were some
12 irregularities, there was some wild things that
13 happened with the TPDC committed, our TPDC, yeah,
14 that one, that happened with that. So -- and it's
15 not -- and again, it's not to slow it down, it's just
16 like here as a courtesy and just approve them, not
17 like you need to revise this or we're going to
18 scrutinize everything and make you reformat it. It's
19 just to make sure that there's nothing that puts the
20 members, the bargaining unit members at a
21 disadvantage and it's contrary to contract. I mean,
22 contract obviously trumps the handbook but that
23 protects the bargaining unit in respects to the
24 contract. It doesn't seem like -- I mean, it's not
25 meant to slow things down but we can look at

1 rewording it another way that would be amenable to
2 you.

3 DR. MIEDEMA: Let me give an example.

4 MS. SPENCER: Okay.

5 DR. MIEDEMA: Have you seen this recently, the
6 faculty handbook?

7 MS. SPENCER: Yeah, um-hmm.

8 DR. MIEDEMA: Do you know how many times this
9 has gone back and forth and been reviewed by the
10 provosts for editorial changes?

11 MS. SPENCER: Right.

12 DR. MIEDEMA: You know how long it's taken to
13 get through this contract, this handbook? Months and
14 months and months. Is that the process that you
15 want? I felt that it was in your best interest not
16 to have to go through that process for everything
17 that you do. If you have a council that is
18 recognized by the college, you should be able to run
19 the council.

20 MS. SPENCER: Okay.

21 DR. MIEDEMA: As long as we have those mutually
22 identified goals at the beginning of the school year.
23 That's the piece that I want to know. Then you're
24 not going to have the red herrings going off in
25 different directions because we have to defined

1 mutually identifiable goals. These are things that
2 TPDC is going to work on this year. These are things
3 that AAC are going to work on this year. How you go
4 about that is your business to manage. If you need
5 my assistance, pick up the phone and call me, I don't
6 have to go through and approve or take the provosts
7 for approval how you're going to select your
8 committee members. That's, that's all I was trying
9 to say and the way it's written there you couldn't
10 make a change in how you were going to approve your
11 membership without it coming through administration
12 also.

13 MS. SPENCER: Okay. I don't see where it would
14 slow that down but we'll look again and see if we can
15 reword it in a way that would be -- that would
16 respect your wishes and not to slow things down.

17 DR. MIEDEMA: Could you explain to me why you
18 think it gives you more protection than the contract
19 does already? If we said that the college recognizes
20 the council.

21 MS. SPENCER: And it is in there in another
22 place but I'll let Michael, if you want to address
23 that.

24 MR. MOATS: Well, for a couple reasons. First
25 off, there, there are items in the variety of things

1 like the TPD handbook and the Academic Affairs
2 handbook that are typically mandatory subject to
3 bargaining. At the time that we bargained this
4 language originally, we had the option of not having
5 a handbook and having that language in the contract.
6 Okay. As mandatory subject, that is certainly our
7 right to demand that we have it in the court.
8 Actually, I believe Mark Lovett suggested he didn't
9 want to sit here and spend a lot of time at the
10 bargaining table negotiating the minutia of deadline
11 dates and processes for things like tenure or program
12 changes for academic affairs and that sort of thing,
13 which I certainly respect, that's not his bag, that's
14 not what he's interested in dealing with. So, in
15 order to make sure that we did address the mandatory
16 subjects in a mutually agreeable or a bargaining type
17 setting, we agreed that we would have this very
18 minimalistic language in the contract that ties then
19 to those handbooks. So, in the event anything in the
20 handbook ultimately is violated, it carries the same
21 weight as if it's contract language.

22 DR. MIEDEMA: And then provosts and
23 administrative staff have to look in two different
24 places to try to find the rules of the game, I'd
25 rather see them all in one place.

1 MR. MOATS: I guess the alternative is we can
2 forget about the handbooks and we can bargain it all
3 into the contract. Okay. Because we have that
4 right. We were trying to make it easier and then
5 that way if for instance tenure timeline, if the
6 administration says you know what, a tenure timeline
7 isn't quite working, we feel a crunch, can we push
8 the deadlines back a couple of weeks. As long as we
9 can come together on, you know, essentially a moments
10 notice, discuss the issue, mutually agree to a change
11 and boom it's done. If that kind of language is
12 actually in the contract then you know as well as I
13 do we can only touch it when that part of the
14 contract is available for reopener and that's what we
15 didn't want to do. We felt that we were actually
16 untying your hands and giving a lot more latitude to
17 be able to tweak things especially in the early years
18 when there was a great deal of experience with some
19 of these processes and we want to be able to look at
20 them and, you know, we have an idea, we put it on
21 paper, we agree to it and we put it in practice and
22 well, maybe it's not quite working right so let's see
23 if we can't tweak this and tweak that. To my
24 knowledge, you know, I don't see where there was ever
25 an agreement to remove that language from the

1 contract. Okay. The handbook language does not
2 protect the faculty one bit if it's not considered a
3 portion of the contract.

4 DR. MIEDEMA: What portion of the handbook do
5 you feel you're at risk for?

6 MR. MOATS: I don't think that's an issue.

7 DR. MIEDEMA: I fail to understand what is the
8 issue in the handbook that makes you feel that you're
9 unprotected if all I'm asking from the faculty
10 councils is those two things; who are the voting
11 members and what are the mutually identified goals?
12 Where are you at risk? That's what I don't
13 understand.

14 MR. MOATS: Well, I would say there's a lot of
15 language in those handbooks that establish, you know,
16 processes and procedures that are supposed to be
17 followed and the idea is is we have a right to make
18 sure that processes and procedures are properly
19 followed.

20 MS. SPENCER: Why don't we table this for
21 caucus.

22 DR. MIEDEMA: You take a look at it because I
23 don't see -- I still fail to see why that is such a
24 critical component at this point in time.

25 MS. SPENCER: Okay. Okay. And then back to...

1 And that was it. I think that was the only issue
2 there in 6.

3 DR. MARSHALL: Can I make before we?

4 MS. SPENCER: Yes.

5 DR. MARSHALL: Before we go forward, am in I
6 right saying that there's -- does anything replace
7 the coast?

8 DR. MIEDEMA: No.

9 DR. MARSHALL: Okay. So, just strike it.

10 MS. SPENCER: That was just for SACS, right.

11 DR. MARSHALL: All right.

12 MS. SPENCER: So, then otherwise you're okay
13 with that?

14 DR. MARSHALL: Um-hmm.

15 MS. SPENCER: That's good.

16 DR. MIEDEMA: So, the only issue in Article 6
17 is the inclusion of the handbook?

18 MS. SPENCER: Yes, and we'll talk about that at
19 caucus.

20 DR. MIEDEMA: Okay.

21 MS. SPENCER: That's it.

22 DR. MIEDEMA: The information I wanted to share
23 with you regarding Article 14 since we want to go
24 there and talk about salary is that we've done some
25 surveys to see where other state colleges rank as far

1 as salaries, what their indication is for increases
2 that they prefer to give this year or they're
3 planning to give this year and what we have found is
4 that there's very little information that's
5 available. We recognize that our faculty here are
6 the reason that we've done as well as we have and we
7 want to reward that behavior. We want to reward the
8 outcomes that our faculty have been able to
9 implement.

10 I took a look at the information and I'll
11 provide this to you so that you can review it at your
12 break time. Salary surveys that we've been able to
13 accomplish for the colleges that were able to report
14 back to us which is about twenty-two of the
15 twenty-eight. Their manners of assigning salaries
16 are all over the board.

17 MS. SPENCER: Yeah, they are.

18 DR. MIEDEMA: So, what I tried to do is take a
19 look at the master levels since that's our majority.
20 Then I took a look at each of their salaries to see
21 where they land. I got their salaries. I divided
22 it by the number of days that they're expected to
23 work in the contract so we can do a comparison on
24 daily rate. When we do that comparison we rank
25 seventh in the system. That being said, we don't

1 want to stay seventh, we would like to be able to
2 increase that because we think that our faculty
3 deserves to have those increases.

4 Dr. Richey is very proactive in wanting to
5 support our faculty. We still have not heard a word
6 from the state what our budget is going to be or what
7 our funding is going to be. We do know that they're
8 going to move to performance funding levels and we
9 look good under performance funding levels because we
10 have the output and that's related to our faculty.
11 One model shows us losing a million dollars. One
12 model shows us breaking even. One model shows us
13 gaining a million dollars. We don't know where it's
14 going to end.

15 So, Dr. Richey is prepared to give you a
16 proposal now based on finding where that money's
17 going to be even if we don't get the funding. But
18 part of that and looking at that is that this would
19 be the financial offer that we're able to make
20 because we don't know where the money is going to
21 come from yet, we have not heard that. And we would
22 not look at increasing starting salaries, we would
23 not look at merit increases, any of those other types
24 of things that brought to the table before we look at
25 straight salary and what our offer would be two and a

1 half percent the first year, one and a half percent
2 the second year and one percent the third year.

3 Questions.

4 MS. SPENCER: When you say you don't where the
5 money's coming from, your reserve fund went from five
6 percent to seven and a half percent and you're only
7 required by law to include five percent in that fund.
8 So, you have money in those areas. You also
9 established new hires in a number of areas
10 administratively, like five new positions coming
11 through recently, there's more hires going in terms
12 of student activities so -- and there's no -- and
13 I've said this before, there's no handwringing -- I
14 appreciate your coming to the table and bringing the
15 numbers and talking to us about it, but there's no
16 handwringing when it's time to give pay increase, for
17 example, for Dr. Richey and who warrants the pay
18 increase, no doubt, but like twelve and a half
19 percent last year, seventeen percent this year is a
20 pretty extraordinary thing. When you think in terms
21 of fairness, it's just -- it's extraordinary to think
22 that you're offering five percent when your own
23 estimates of the cost of living are three percent
24 that you carry -- the a five percent increase is only
25 roughly about Six Hundred Thousand Dollars added to

1 your operating budget in terms of personnel costs,
2 maybe you figure a little bit more in there for your
3 health insurance and stuff like that, you carry post
4 employment benefits for eleven or twelve
5 administrators every year in your auditor general's
6 report that total almost a half a million dollars.

7 So, I mean, it's a good starting point for the
8 discussions and I understand that you're reticent to
9 commit more because you want to see what the state
10 budget looks like but in terms of where the faculty
11 are, the wages have stagnated. Your hiring a
12 student, what is it, a student outreach coordinator
13 who requires a Bachelor's degree at Forty Thousand
14 dollars. That's the advertised internally just today
15 I saw. And I said this before, in Dr. Richey's own
16 biography, he touts to the fact that an AA degree,
17 someone getting an AA degree from this institution
18 would expect salary of about Forty-three Thousand
19 Dollars.

20 You know, I mean it's just something to
21 consider in the mix of things when they're looking at
22 the money that they have where they allocate the
23 resources, where they put your funds and what you
24 support and we've worked together, administration and
25 faculty, to put the college in a good position. The

1 new Bachelor's programs, we've come through the SACS
2 accreditation in very good shape when we had some
3 worries that maybe we wouldn't, right. There's no
4 budgeting process in place in any formal nature, that
5 could have been a very bad thing. The assessment,
6 you know, was something that needed work on the part
7 of the faculty, so. And I appreciate that you
8 think -- I know you respect that we deserve that and
9 we work hard but I would just think -- I would
10 consider -- I think it's a good starting point and
11 something to think about going forward, so. But we
12 would like to caucus after we're done with this.

13 DR. MIEDEMA: I would welcome you to have your
14 caucus to have that discussion. I will add to the
15 discussion that of the state colleges that were
16 willing to tell us what they're planning on do, this
17 is zero this year. So, you just need to put that
18 into context of what we're saying and when you look
19 at a salary that's closer for staff position,
20 remember that's for twelve months of the year, not
21 for nine months of the year. So, if you prorated
22 that the way we prorated the way we prorated your
23 salaries, it does make a difference.

24 I cannot address the cost of compensation for
25 Dr. Richey, the cost of compensation for the

1 administrative staff, that is something that has been
2 developed by Dr. Richey and the Board and those are
3 their decisions to make. What I am trying to do is
4 try to give you some information. I prefer not to
5 even discuss salary until we know better whether
6 (inaudible). The information I presented today comes
7 from Dr. Richey and it's time limited because we
8 still don't know the budget. So, we'd like you to
9 caucus, we'd like you to discuss this because we'd
10 like some kind of response back within a week.

11 MS. SPENCER: Just for point of comparison,
12 Broward had increases this last year about three
13 percent. Palm Beach got three percent. There's
14 another one of the state colleges three, three and
15 two for three year contracts. Hillsborough Community
16 College got Twelve Fifty added to base and Forty
17 Dollars per years of service. That's just for this
18 first coming year. So, there are boards of trustees
19 and there are colleges out there that are respecting
20 that the recession is over, that things are -- the
21 faculty are in line for raises. And again, this is
22 helpful, so.

23 What's the total number on that? Your budget
24 that I saw was like -- for the payroll was Fourteen
25 Million with two hundred and sixty-four faculty. So,

1 that puts your offer at -- Dr. Richey's offer at
2 about just a little under Six Hundred Thousand, is
3 that right?

4 DR. MIEDEMA: For the first year.

5 MS. SPENCER: For the total. That's the total
6 package, five percent.

7 DR. MIEDEMA: It's going to be about a million
8 dollars every three years because you also have to
9 take a look then at benefits.

10 MS. SPENCER: Twenty-five percent roughly for
11 benefits.

12 DR. MIEDEMA: Um-hmm, that's correct.

13 MR. PARKER: Lynn, if I could jump in too. You
14 used the term reticent or that he wouldn't give more.
15 I think we're reticent. I'm especially reticent as a
16 money guy that he was as aggressive as he was behind
17 the scenes and my advice was don't, don't shoot this
18 out right now because as you heard we have different
19 models that are happening right now, zero revenue
20 coming, in one model less revenue coming in, another
21 model more revenue coming in. Every extra dollar we
22 get for performance based budget it a dollar that's
23 coming away from another college and right now the
24 politicians and such they're fighting tooth and nail
25 not to lose that money.

1 Our prices, we can't raise our prices, we have
2 declining enrollment and now there's an attack, a
3 legislative attack on our Bachelor's programs as a
4 college, state college. So, we have all of these
5 what ifs and behind the scenes you have Dr. Richey
6 saying I realize that but I want to do everything we
7 can for our faculty because they deserve it behind
8 the scenes. And our advice, my advice to him is you
9 got to wait. You can't throw out this kind of a
10 number because if you do and any one of these other
11 scenarios comes forth, we're not going to be able to
12 hit that number without digging into the reserves. I
13 know seven percent sounds like a lot.

14 MS. SPENCER: Seven and a half. Okay.

15 MR. PARKER: But compared to other colleges who
16 are much greater than seven, five is minimum. In
17 other words, you go to prison if you keep less than
18 five in there. Five is the minimum threshold for a
19 reserve. You have to have -- five is not
20 recommended, five is extremely low especially in a
21 hurricane area. I know we don't think about that
22 right now, we've had ten good years, but we have some
23 bad crises happen to us, that five percent can be
24 evaporated very quickly. So, seven percent is not
25 that high especially when you look at other colleges,

1 but I think in his mind in the worst case scenario if
2 bad things happen and I think they very probably
3 could happen, he can at least lean on that reserve if
4 he has to at least a percent or so just to get us
5 through the tough times because behind the scenes
6 he's an advocate for this side of the table.

7 I'm concerned about being too aggressive. I'm
8 also concerned this is very unusual in my book from
9 negotiations you throw out -- start talking about
10 numbers before you have negotiated your other items
11 because all these other items have fiscal aspects to
12 them and so generally you try to negotiate those
13 items and then see what you have left in the till and
14 make your best offer and hope they negotiate and come
15 to something everybody can agree to.

16 But I actually -- and I actually think any
17 discussion about any personal revenue that goes to
18 Dr. Richey, I think, I think that's beyond the panel,
19 I think it's unfair. The reason this college is
20 doing as well as it is is, yes, it's the faculty, but
21 it's a lot attributed to the president who has
22 incredible vision and does not tire from growing and
23 expanding and making good things happen. You should
24 want him to get twenty percent more, thirty percent
25 more because the longer we can keep him, the better

1 everybody is going to do at this college. And to say
2 that, you know, I wouldn't use him as the example
3 because yes, yes, I still don't think they pay him
4 what he deserves as far as what he brings to this
5 college and what he's going to bring to this college.
6 Does everybody that's here deserve that? Of course,
7 they do, but you can only do what you can with the
8 money that you have. But I just want you to know I'm
9 reticent about this number. This is not a starting
10 point, this is, as far as I was concerned, this is
11 something that I'm very nervous about but obviously
12 it's out there, it is what it is, but just so you
13 know, it's not -- I know the negotiations you throw
14 out the low number, you throw out a high number and
15 you try to meet in the middle, this is the kitchen
16 sink right now and it's concerning. And that's why
17 you have a lot of other colleges out there not even
18 talking about it because this legislative process and
19 all the attacks on revenues of colleges today,
20 they're nervous about talking about it until they
21 know where the pieces fall.

22 You have a president that cares enough about
23 the faculty to put them first and put himself at risk
24 and throw out numbers that he doesn't know if he's
25 going to have and I think that's admirable.

1 MS. SPENCER: I think in terms of risk taking,
2 you have to question like whether why -- I mean, as
3 fantastic as Dr. Richey is, why you have a twelve and
4 a half percent raise one year, seventeen percent the
5 next year when the attorney general looked into the
6 compensation for president and said -- recommended
7 that they have shorter contracts. We've got
8 Dr. Richey through 2020 and we've also got an
9 extraordinary pay level. He was number three before
10 they went through these recent increases. So, I that
11 I imagine by now puts him near number one across the
12 state.

13 And I won't argue with you whether that's -- I
14 mean, I'm not begrudging the man that, but in terms
15 of risk taking, I think as stewards of the public
16 trust you have to look at that's a really extravagant
17 raise. You know, that's a pretty big boost in your
18 salary. And then add to that the carryover of, what
19 is it, sick days, right. There's no limit to the
20 accumulation of those sick days, they carry over for
21 him and he already listed near the top in those as
22 well. Like how many days out he got. Some of those
23 were for professional development but some were for
24 just personal leave accumulated based on performance.
25 So, I mean, I understand what you're saying but in

1 terms of risk taking, I think there have been some
2 risks taken already and there was no handwringing as
3 far as I could see about that. But that's -- but
4 we're here to talk about those things and negotiate
5 but just as a response there so.

6 One other thing. Like Palm Beach Community
7 College, Palm Beach College, their board agreed to
8 pay raises three percent, three percent and two
9 percent, that's eight percent over a three year
10 period and that board is, one, two, three, isn't is
11 eight, three, three and two, yeah, and that board is
12 pretty unfriendly to their faculty if I can put it
13 that way. You know, they've been -- they've had some
14 tension between the faculty and the board down there.
15 And I value the relationship that we have here and I
16 just want that on had record that there's been no
17 concern about risk taking when it comes to other
18 areas of the college and expenditures and now we're
19 worried that we're risking.

20 DR. MIEDEMA: Lynn, I understand what you're
21 saying and I can understand where you're coming from
22 with those questions but that's really beyond the
23 scope of what we're talking about today.

24 MS. SPENCER: Right. I understand.

25 DR. MIEDEMA: That offer's what I'm able to

1 offer and the discussion has to be based on that, not
2 on the other things. So, if you want to take a look
3 at having that discussion or if you'd like to go on
4 to move to another article to try and get through it
5 and discuss everything at one time in a break, you
6 tell me how you'd like to proceed and I'll be happy
7 to work together.

8 MS. SPENCER: Is it okay if we take a brief
9 caucus, like maybe fifteen -- let's call twenty
10 minutes, will that work? Do you want us -- we leave
11 or.

12 DR. MIEDEMA: That's fine. We'll go across the
13 hall.

14 MS. SPENCER: Okay. You sure?

15 DR. MIEDEMA: Absolutely. There's less of us
16 to move, we'll go across the hall.

17 MS. SPENCER: Thank you.

18 DR. MIEDEMA: Thank you.

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

20 MS. SPENCER: We had a conversation, we're
21 going to meet again in two weeks, right?

22 DR. MIEDEMA: Yes.

23 MS. SPENCER: So, we'll take the data back. I
24 wanted to ask you a question about the. This salary
25 data, can you share that with us, these things here

1 because we're going to have somebody look at it for
2 the median and all that and work that. Would you be
3 willing to share that?

4 DR. MIEDEMA: Um-hmm.

5 MS. SPENCER: And then the point that some of
6 the -- our team wanted to bring up just again just
7 something to think about in the next two weeks is
8 that during the recession when the enrollment
9 increased, I mean, we didn't take salary increase and
10 now -- and a lot of what -- and I made this point
11 before, a lot of what's happened with the college,
12 we've worked together to do it, like the
13 administrators, the faculty, our SACS accreditation,
14 the Bachelor's programs, all the things that have
15 accomplished and Dr. Richey has recognized that too.
16 So, I'd just like you to think about that we go away.

17 I have one other question about the proposal
18 like in terms of the numbers is we have -- and I
19 think I mentioned this last time we met. We have
20 twelve or thirteen faculty members who are -- who
21 have an aversion -- we have an aversion problem.
22 It's not a lot of money to fix it, it's like Four or
23 Five Thousand Dollars but that would be something
24 that would part of that, whatever that number is.
25 Right.

1 DR. MIEDEMA: We would like at that stuff,
2 that's something we'd want to take a look at anyway
3 with or without the contract. If there's been
4 something that's caused us to have an inequity in how
5 we assign salaries, we'd certainly want to take a
6 look at it.

7 MS. SPENCER: Yeah.

8 DR. MIEDEMA: And I don't know which twelve or
9 thirteen or fourteen faculty --

10 MS. SPENCER: We could share that.

11 DR. MIEDEMA: -- faculty you may be considering
12 but absolutely.

13 MS. SPENCER: We had -- Dr. Dotter crunched
14 some numbers for us and Dr. Marshall helped us with
15 that and so we could give you those -- we could
16 identify that if that helps when we get to that
17 point, you know, but it's not very many.

18 DR. MIEDEMA: That's something we could look at
19 even while we're addressing the rest of the contract.
20 Could we not?

21 MS. FERGUSON: Um-hmm.

22 MS. SPENCER: And then as you consider the
23 budget process, I mean, the faculty -- we're working
24 together to serve the students and the community and
25 the faculty care very deeply about where the

1 priorities are and would like to be part of a budget
2 process at least like as a, you know, included in --
3 I understand that's your responsibilities but there
4 is no, to my understanding, there's no formal budget
5 process in place. Dr. Laird said, or Dr. Laird,
6 Mr. Laird said, he got a promotion there, that there
7 was no formal process. So, I mean, as you go forward
8 and you put that together if you're going to do that,
9 a formal budgeting process, we would like to be
10 included in that at least so we're more aware of how
11 these things are decided and where the priorities
12 are, so. And that's it.

13 And when -- when we -- are we going to work on
14 Article 8 next?

15 DR. MIEDEMA: Yes.

16 MS. SPENCER: So, some of the faculty came for
17 the salary discussion, if they need to go we just
18 wanted you to know they weren't getting up for
19 something else.

20 DR. MIEDEMA: They're not really walking out on
21 me?

22 MS. SPENCER: No, they're not really walking
23 out on you, so.

24 DR. MIEDEMA: I hope not. No, absolutely, I
25 appreciate that, not a problem. Whatever you need to

1 do stay as long as you want. If you need to leave,
2 please feel free to leave. Can I leave too?

3 MS. SPENCER: So -- and thank you for going
4 through and getting back to us so fast. You're like
5 the fastest, I send it to you and then it's back.

6 DR. MIEDEMA: I don't sleep.

7 MS. HANDFIELD: No, she doesn't.

8 MS. SPENCER: So, Article 8 you had -- we
9 looked through that on line 1050. There's a problem
10 with the numbering. 8.3, 8.3, 8.3 which we'll get
11 worked out, but line 1050 you have added fifteen
12 contract hours per week in each of the following
13 spring terms or their equivalent. I don't think --
14 we didn't have that in the other document, I'm just
15 wondering what the thinking there is.

16 DR. LAMB: 815?

17 MS. SPENCER: 815, is that what I'm talking
18 about? No, I'm sorry, that's not the one, I
19 apologize. I'm sorry, it's further along. I'm fine
20 with that.

21 DR. MARSHALL: Should we go page by page or
22 line by line?

23 MS. SPENCER: Yeah, let's go page --

24 DR. MARSHALL: Yeah, let's start at the
25 beginning.

1 MS. SPENCER: So, there was nothing at the
2 beginning. Intent was the same. The contract
3 length. Faculty responsibilities, that's something
4 we broke out.

5 Oh, my question, I know what it was for 1050,
6 is it fifteen contact hours per week? What are
7 talking about? Okay. That's fine. I answered my
8 own question. I apologize. I made -- I highlighted
9 it and made a note. So, the rest of that looks fine.

10 And then 8.3. Well, line 1109, 1110, 1111 down
11 there, you broke apart the -- your language differed
12 slightly from ours. You inserted the rule, the State
13 Board of Education rule in there, 6A. Hang on one
14 second.

15 DR. MIEDEMA: 1121.

16 DR. MARSHALL: Thank you, 1121. I was looking
17 back and forth between the two.

18 DR. MIEDEMA: 22, in that area.

19 MS. SPENCER: Yeah. So, you broke that apart.
20 We had that -- the original -- we sent to you with
21 just a -- you've made specific mention of the rule;
22 so the college may comply with FAC 6A14 and then you
23 just broke that apart and you have the rule mentioned
24 twice. Is there a particular reason? I mean, it
25 meets the requirements of the rule but I just wonder

1 why the specific mention of rule in those places,
2 1122 and 1126.

3 DR. MIEDEMA: Well, what we had originally in
4 there is that this was being done for the sole
5 purpose of professional self-improvement and
6 continuous improvement of the college-wide teaching
7 and learning.

8 MS. SPENCER: Okay. Got. it.

9 DR. MIEDEMA: Those things are included in the
10 rule. So, we just said just put the language that
11 we're in compliance with the rule. That was the
12 reason rather than that long sentence that had
13 several parts to it.

14 MS. SPENCER: Okay. Got it.

15 DR. MIEDEMA: That's the rule expense.

16 MS. SPENCER: Okay. Got. That makes sense.
17 And you changed the thing on 1160. Let's see. We
18 had the librarians.

19 DR. MIEDEMA: 64, 1164?

20 MS. SPENCER: 1164. Yeah. Appropriate
21 resources, that's fine. And then there was a change
22 to 1176 in your document and it was 1160 ours and we
23 had in there -- the original language was about
24 courses taught by librarians, similar academic
25 content relevant to undergraduate level library

1 services and undergraduate institutions and you have
2 dropped that and put approved contractual assignments
3 based on academic credentials.

4 DR. MIEDEMA: The for that is it may not -- the
5 way it was written before it sounded like there were
6 only library science courses that the librarians
7 could teach, but if they're credentialed to teach
8 humanities and they want to teach a humanities class,
9 they should be allowed to do so. That's why I said
10 based on their academic credentials.

11 MS. SPENCER: That's what I thought you meant
12 by that.

13 DR. MIEDEMA: And that was my only suggestion
14 is that it gives them -- we're doing it but we've not
15 really addressed it here.

16 MS. SPENCER: Oh, you are doing it? Okay.
17 We're doing that already?

18 DR. MIEDEMA: We have a librarian who is
19 credentialed to teach humanities.

20 MS. SPENCER: Is it Karen McCarther?

21 DR. MIEDEMA: Um-hmm.

22 MS. SPENCER: Is she teaching humanities?

23 DR. MIEDEMA: I don't think she's teaching any
24 currently but she's credentialed to be able to and by
25 contract we shouldn't be allowing her to do so.

1 MS. SPENCER: How would that affect their pay?

2 DR. LAMB: She's the department chair.

3 DR. MIEDEMA: Yes, she is. And it may be as an
4 overload versus their actual load --

5 MS. SPENCER: Okay. That's the word I wanted
6 to clarify.

7 DR. MIEDEMA: -- but we didn't want it to sound
8 like she would not be allowed to do that. That was
9 the concern is not to try and limit anybody but
10 actually expand their opportunities.

11 MS. SPENCER: Okay. Let's -- I want to just
12 think about that a little bit and make sure we're not
13 putting them in a position where they're going to be
14 teaching classes and then having to do their
15 library -- staff the library at the same time, but I
16 think -- it sounds fine but can we --

17 MR. MOATS: If I might. The original intent
18 and if you go up to line 1172, item 2 there. Okay.
19 The intent there was their contractual duties, that
20 was their in-load. Okay. And at the time there was
21 concerns raised I believe on your side that you
22 didn't want library faculty as part of their basic
23 load out teaching courses that were not directly
24 related to the library, but if they wanted to do that
25 as overload, that was fine. So, that's I believe why

1 the language was originally crafted that way so that
2 it does allow them, the current language allows them
3 to do overloads in anything, it's just their in-load,
4 their basic contractual duties would be limited to
5 library stuff so that ultimately you make sure that
6 you have adequate staffing for the library before you
7 start letting people teach other things.

8 DR. MIEDEMA: The language that we proposed
9 does not say that they have to do it with in-load, it
10 says that if we have an opportunity saying we have a
11 smaller campus where we have more faculty and staff
12 available that we could do it as part of load just
13 like we can do online as part of load. If that's
14 determined between the faculty member and their
15 supervising administrator, it should be allowed. I
16 don't see a reason why -- there may have been a point
17 in time where we had a concern with that but I think
18 we've moved past that point in time that we want to
19 be able to give -- we want our faculty to be able to
20 teach.

21 MS. SPENCER: Okay.

22 MR. MOATS: I just want to make sure that --

23 DR. MIEDEMA: They're the experts, I'd rather
24 have a faculty member teach whether it's part of load
25 or overload than have to rely on adjuncts.

1 MS. SPENCER: Okay.

2 MR. MOATS: I wasn't disputing that, I just
3 wanted to make sure that you understood that the --

4 DR. MIEDEMA: That's where it came from.

5 MR. MOATS: That this is indeed what you might
6 call a policy shift from what was in place at the
7 time.

8 DR. MARSHALL: Yes. And I think we have moved
9 along. The first contract we did six years ago we
10 put a lot of things in there, a lot of details in
11 there because we were trying to figure out how this
12 all works. I think we're at a point now that we
13 recognize that we're all working for the same purpose
14 and so let's move along together and maybe we can
15 loosen up some of those things that we said must,
16 must, must, to things that we know we're doing
17 together.

18 MS. SPENCER: Okay. Yeah. And you were okay
19 with the language that said the one and a half
20 additional shifts online, 1198. In your copy it's
21 1181, 82 in the original that Debra sent.

22 DR. MIEDEMA: Absolutely.

23 MS. SPENCER: Okay. And counselors. Special
24 obligations. Line 1271 in our copy and then in yours
25 now it would be college business days.

1 DR. MARSHALL: Can I?

2 MS. SPENCER: Yes.

3 DR. MARSHALL: Is there -- so, when we included
4 business days in Article 3 in the definitions, are we
5 okay to make a global change there? Can I just go
6 through the entire document now and look for those
7 places where it says college days or businesses days
8 or administrative days and make that global change to
9 just say business days since we've clarified that in
10 Article 3? Is that okay?

11 DR. MIEDEMA: I'm comfortable with that,
12 absolutely.

13 DR. MARSHALL: Yeah. I mean, I'll for specific
14 instances where it might not fit and I'll mark those
15 but.

16 DR. MIEDEMA: Absolutely.

17 DR. MARSHALL: Okay. All right.

18 MS. SPENCER: In 7 you had -- in that same --
19 you had inserted cluster chair, that seems like a
20 reasonable change. I mean, that's who calls the
21 meetings, so.

22 And then line 12. Did I give you a copy of
23 this? That's the revisions that she sent.

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

25 MS. SPENCER: And then in 8, or sorry, 1292 in

1 your revised document, it was 1275 on ours, first
2 one, you also added cluster chair there, district
3 campus, division wide meetings, those can be by the
4 supervisor or the cluster chair and we're fine with
5 that. That's okay.

6 Will periodically establish, 1305 in yours and
7 1288 in our original one, you want to insert
8 self-assessments to the appropriate supervising
9 administrator instead of the provost. What's the
10 thinking there?

11 DR. MIEDEMA: Because it may not be a provost
12 such as Jack Parker.

13 MS. SPENCER: Okay. I think that's okay. And
14 then regalia, you were okay with that change.

15 Other terms and conditions. I didn't see
16 anything different in there expect -- no, I didn't
17 see anything different in there.

18 They inserted the rule again too, right? Oh,
19 no, I'm looking at the wrong thing.

20 Okay. Load point system, we're okay through --
21 I think we were -- okay.

22 On line 1372 in your document and it is
23 business line courses, that's 1350 in the bound copy
24 that my team has, we have e-learning instead of
25 distance learning. Should we define that? Are we

1 going to need a definition for that then in the?

2 DR. MIEDEMA: Well, we've defined it right
3 here. E-learning is defined as a formal educational
4 process in which the majority of the instruction
5 occurs. So, we put the definition right here in this
6 part of the article. If we want to move that to the
7 definition section, we certainly can, but we have the
8 definition right here in the contract.

9 MS. SPENCER: Right. And then distance
10 learning course may within the approved online
11 format, why the addition of that? Line 1373 and then
12 we were.

13 DR. MIEDEMA: Because it's not just for
14 distance learning classes. Distance learning may
15 employ audio, video or computer technology, so may
16 any other class in the college.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: So, where are they going to be
19 doing that? They're going to be doing that on their
20 online format.

21 MS. SPENCER: Okay. I think that's fine.
22 Yeah, why is two stroke, distance learning includes
23 those courses that are prepared by faculty and
24 nonfaculty members.

25 DR. MIEDEMA: Faculty are responsible for

1 curriculum. It's really not the staff writing the
2 curriculum. They may write the course -- how they
3 get to the course objectives but the course
4 objectives need to be determined by the faculty
5 member. That's the reason I struck that.

6 MS. SPENCER: Do you want to just strike and
7 nonfaculty members?

8 DR. MIEDEMA: Where are you at?

9 MS. SPENCER: The same one, just keep number 2
10 and then just strike and nonfaculty members.

11 DR. MIEDEMA: Yes.

12 MS. SPENCER: Okay. And online class. Yeah,
13 that's fine. You want to change that e-learning
14 online, distance learning online. I don't -- I don't
15 have a problem with that, changing it to online, if
16 that's the preferred language.

17 DR. MARSHALL: Can I speak?

18 MS. SPENCER: Yeah.

19 DR. MARSHALL: So, the term -- what we're using
20 the term distance learning for is to encompass
21 anything that is done outside of the traditional
22 brick and mortar classroom setting, is that right?

23 DR. MIEDEMA: That is correct.

24 DR. MARSHALL: And are we using online for
25 something different? Is that a different -- is that

1 specifically an online course? Is that a different
2 thing?

3 DR. MIEDEMA: We were referring to online, we
4 might as well just refer to it as e-learning.

5 DR. MARSHALL: That's what I'm trying to get
6 at.

7 DR. MIEDEMA: Absolutely. And there's another
8 one I see where I didn't cross it off, I said online
9 sections, I should say e-learning sections.

10 DR. MARSHALL: Because I can shift e-learning
11 to definitions to make it easier if we can clarify it
12 on the front end.

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

14 DR. MARSHALL: And then we can make that global
15 change too.

16 MS. SPENCER: And then the rest of that I don't
17 see any changes there that we had any trouble with.

18 Faculty members, I didn't see any changes
19 there. Applied music course, I didn't make any
20 changes there.

21 We come down to 1396 on our spiral bound and
22 then it's 1415 in yours, you have will review dual
23 enrollment pursuant to Florida statute.

24 DR. MIEDEMA: If Florida statute tells us as it
25 gets developed that we may not limit because we now

1 get paid, then we can't have language in here that
2 says we will limit. We're not to say that that's
3 where we want to go but we can't have language in
4 here that is contrary to statute. So, that was the
5 idea is that we would just say we will follow the
6 statute.

7 MS. SPENCER: Yeah. Don't we have language in
8 the severability like anything that's in statute
9 trumps the, right?

10 MR. MOATS: No. When we, when we negotiate and
11 ratify the contract, the law says that it is whatever
12 the law was at the time that we negotiated and
13 ratified it. If the law subsequently changes, that
14 does not impact the contract until such time as we
15 have the opportunity then to come back and
16 renegotiate the contract in the light of the change
17 in the statute. The legislature does not bargain for
18 us, we do, and so if they want to change the law, if
19 they want to change the rule, that's fine, when we
20 renegotiate the next contract, then we apply that.

21 DR. MIEDEMA: Then I want to strike that
22 sentence anyway because it's not what we're doing.

23 MS. SPENCER: Yeah, we're not.

24 MR. PARKER: Plus, I --

25 DR. MIEDEMA: There's no sense having a

1 contract.

2 MR. PARKER: To be honest with you, I've had
3 situations with the IFF with that situation and you
4 can't operate illegally, criminally.

5 MR. MOATS: It's not illegal.

6 MR. PARKER: The contract doesn't give you the
7 authority to operate against the law just because the
8 contract is in effect.

9 MR. MOATS: I beg to differ with you.

10 MR. PARKER: Okay. I understand but --

11 MR. MOATS: We have a ruling in a recent case,
12 the courts and Perk say --

13 MR. PARKER: No, I'd like to see --

14 MR. MOATS: -- what's in place at the time we
15 negotiate because we must have a meeting of the
16 minds, we can't have a meeting of the minds if we
17 don't know what the new statute is going to be. Now,
18 I agree with you a hundred percent that we cannot
19 agree to something that is contrary to the law, but
20 if we agree to what is current statute and we agree
21 with that, then they change the statute, that statute
22 does not apply until such time as we negotiate unless
23 there's a specific statement in the statute that it
24 does.

25 MR. PARKER: We definitely disagree there and

1 we'll just have to push that through because if a law
2 goes into effect July 1st of this year that's
3 contrary -- it's contrary to something we have
4 written in a bargaining agreement, yes, you want to
5 meet and get that cleaned up in your bargaining
6 agreement, but just because it's in a bargaining
7 agreement doesn't give you the right to violate the
8 state law.

9 MS. SPENCER: Okay. There's a difference of
10 opinion on that. So, let's do this. So, why don't
11 we -- in the meantime we'll just like put a little
12 asterisks next to that, we'll look at it and you look
13 at it and we'll see if we can language that either we
14 get rid of it or --

15 MR. MOATS: Because --

16 THE COURT REPORTER: Hold on.

17 MS. SPENCER: And we'll look at the statute and
18 see the language and we'll draft it.

19 MR. PARKER: If, for example, the state were to
20 make a law that faculty had to have a certain level
21 background check, just because it's not in the
22 collective bargaining agreement and if that goes in
23 effect on July 1st and it requires all public state
24 colleges to perform background check level ones on
25 new faculty members after July 1st, just because it's

1 not in the collective bargaining agreement doesn't
2 mean that you can't -- you're exempt from that.

3 MS. SPENCER: I can see that.

4 MR. MOATS: And that is because the basis for
5 this contract as the constitution, Florida
6 Constitution Section 10 it says we have the right to
7 collectively bargain and the Supreme Court has said
8 clearly that that trumps the legislature's ability to
9 bargain for us. They can't do that. Okay.

10 MR. PARKER: I just know you can't operate
11 criminally. It doesn't exempt you.

12 MS. SPENCER: So --

13 MR. MOATS: Well, that wouldn't be a criminal
14 offense.

15 DR. MIEDEMA: Do you have a suggestion for
16 language you would like to see?

17 MS. SPENCER: Can we get back to that, with you
18 on that if that's all right.

19 And on the following page. So, we have --

20 DR. LAMB: Look what this dual enrollment stuff
21 does to all of us. That's all I'm going to say.

22 MS. SPENCER: You made a change on 1449 in your
23 text and then it's 1429 in ours.

24 DR. MIEDEMA: Yes.

25 MS. SPENCER: And that seems to be sensible.

1 If the points would be awarded. Its contact hours,
2 right, like everything else in a combined course.

3 DR. MIEDEMA: Right.

4 MS. SPENCER: So, I mean, that's not a problem.
5 That makes sense actually.

6 I got -- here's something we'd like you to
7 consider. This was -- Holly Keller had suggested
8 this and we have talked about it in sessions before,
9 in 8.7, meeting load point obligations, I wonder what
10 you -- the opportunity for faculty members to bank
11 some of their overloads in order to -- in one
12 situation take advantage of sabbatical where if
13 they're awarded sabbatical right now they get like
14 seventy-five percent of their pay I think for a
15 semester, and then if you allow the faculty to work
16 overload and then bang those overload points, they
17 could apply that so potentially they would have full
18 pay for the sabbatical. You follow what I'm saying?
19 You want to see the language, of course, I know, but
20 I want to know what you think.

21 And then the other option would be so in terms
22 of your load points having some language in there
23 that would allow you the option and allow the faculty
24 member with the agreement of the provost or the
25 administration to work potentially a summer session

1 and a fall session and then take the spring off.
2 You'd have to do it a year in advance and bank the
3 stuff and then move, move the points.

4 DR. MIEDEMA: Let me address that. We have
5 faculty right now that teach spring and summer. They
6 meet their load as long as they meet their three
7 hundred points. Some of them in order to meet there
8 three hundred points may do spring, summer and six or
9 eight weeks into the fall but they meet their points.
10 We already are doing that. And that's what this --
11 one of the sectioners in heres says is that -- we said
12 over two semesters as long as the total is -- it can
13 be less than one fifty in one semester as long as the
14 total for the two semesters is three hundred. We
15 could extend that, conceivably, I'm looking at Darla,
16 because she's the one that does the payroll, the
17 three hundred points being the three hundred points
18 because we already do it over two semesters.

19 MS. SPENCER: Okay.

20 DR. MIEDEMA: And we already have faculty which
21 I know because they're my nursing faculty that cause
22 her all the heartaches right now because we do these
23 weird things with them that we have them working
24 partially into that third semester already.

25 MS. SPENCER: Okay.

1 DR. MIEDEMA: So, some kind of language that we
2 address that so we know -- because the question is
3 exactly what you just said. If I'm teaching my load
4 in the summer, is that last years load or this
5 upcoming years load? And that's where we need to get
6 that definition and I think that that would help HR
7 tremendously if we could look at language to that
8 effect.

9 MS. SPENCER: Okay.

10 DR. MIEDEMA: It has actually negatively
11 impacted some faculty. I've had nursing faculty that
12 had to leave but they were not teaching the first
13 part of the fall term, they were doing the back half
14 of the fall term, spring and summer, but they decided
15 to leave in the fall term. Well, they've been paid
16 since August 1st, they now owed us money back because
17 they had not started to work yet.

18 We had a couple of them last year that that
19 happened. They had medical leaves or whatever and
20 they had to end up leaving and then on top of
21 everything else we had take money back from them,
22 which I don't ever want to do. That's not a
23 comfortable situation for anyone to have to be in.
24 So, if we can come up with some language that says
25 when that starts, does it start July 1 of each year,

1 the first classes you teach after July 1 move into
2 next year. It's something we can certainly take a
3 look at. But where the problem came in.

4 MS. SPENCER: So, you're -- if we can get the
5 language together and get it to you, that's something
6 you're not opposed to considering?

7 DR. MIEDEMA: Um-hmm.

8 MS. SPENCER: Okay.

9 DR. MIEDEMA: Yeah, we'd have to adapt
10 procedures but I think that's doable.

11 MS. SPENCER: Okay. That's great. And then
12 the overload language I looked through, I didn't see
13 any changes that you made there expect down here,
14 1497 on your document and it's -- it's good you have
15 line numbers, that's really good, Debra, that's
16 awesome.

17 DR. MIEDEMA: Let me explain that one in 1497
18 to 99 in ours because --

19 MS. SPENCER: Yeah, it's 1476, 77, 78.

20 DR. MIEDEMA: I changed the language a little
21 bit because the way it was written it made it seem
22 like you get overload whether or not there's a need
23 for overload and I just want it to be clear that you
24 have the opportunity to do whatever overload's
25 available but we don't create more overload just to

1 give it to you. That was all.

2 MS. SPENCER: Yeah, I don't.

3 UNIDENTIFIED SPEAKER: What line's that in
4 again?

5 DR. MARSHALL: 1476.

6 UNIDENTIFIED SPEAKER: The line she's reading
7 from.

8 UNIDENTIFIED SPEAKER: 1475 through 77.

9 MS. SPENCER: You don't have lines on yours.

10 DR. MARSHALL: That's old school. That's the
11 old school contract.

12 MS. SPENCER: I should have made a bunch more
13 of these. Yeah, it's awkward grammatically.

14 DR. MARSHALL: Yeah, we can fix that.

15 MS. SPENCER: Okay.

16 DR. MIEDEMA: The other question I had in that
17 same section is number 2 it says the full time
18 instructional faculty member rated satisfactory shall
19 have priority to teach an overload in his own
20 regularly assigned areas of instruction. Oh,
21 that's -- no number 3. It says that he is -- he has
22 priority in anywhere across the college. So, my
23 question is how is that communicated? How does a
24 faculty member in Titusville know that if he wants to
25 teach overload in math in Melbourne, he has that

1 opportunity. How long do we post that? How long do
2 we put that information out without getting an
3 instructor into that class, or how do we make them
4 know? Do we just put a website up there, put it on
5 the website, here's overload opportunities?

6 MS. SPENCER: Have you had the issue like --
7 has it come up like faculty from other campuses?
8 Just curious.

9 DR. MIEDEMA: No, it's just trying to meet that
10 criteria. So far what we've done in most situations
11 is we've been able to meet the faculty overload
12 requests on the given campus or on the neighbor
13 campus, Melbourne and Palm Bay, and we've been able
14 to work it out but -- and we've never really gone to
15 publicizing this because there hasn't been a need.
16 My question is if we need to, how do we do that? Do
17 we set it up there for two weeks without getting an
18 instructor while we're waiting for classes to start
19 because I'm waiting to see if anyone in Palm Bay
20 wants to drive up to Titusville to teach a class?

21 MS. SPENCER: There is language that says the
22 overload will be divided equitably, so, among the
23 eligible faculty members. So, if we ever get to that
24 point we'll probably have to look at some sort of
25 poll.

1 MR. MOATS: I think the burden's got to be on
2 the faculty member.

3 MS. SPENCER: Yeah.

4 MR. MOATS: Faculty member's in Titusville and
5 he wants overloads and they don't exist in
6 Titusville, then the burden should be on him to
7 contact whoever is assigning the courses on other
8 campuses and say, you know, I'm looking for an
9 overload and do you have any and if you don't know
10 would you make a note that if something comes up I'd
11 be interested in it and if the faculty member doesn't
12 do that then certainly we have no expectation that
13 anybody's out there assigning courses with a crystal
14 ball.

15 MS. SPENCER: And, you know, our provost has
16 always asked for those in advance so we have some
17 idea. So, she communicates with the faculty and like
18 let me know what you're doing or if you want an
19 overload and that's -- I guess has that been working?
20 I hope it's been working, I don't know.

21 MS. HANDFIELD: Um-hmm.

22 DR. MIEDEMA: That's the point is we have --
23 we've been able to work this out so far within
24 campuses but my question if we get to that point who
25 does it and how do we do it?

1 DR. MARSHALL: How does it happen.

2 DR. MIEDEMA: So, if a faculty may request
3 overloads on another campus, I'm fine with that.

4 MS. SPENCER: Yeah.

5 DR. MIEDEMA: That makes per sense to me rather
6 than me trying to chase behind two hundred and
7 sixty-five faculty and say do you want to teach in
8 Titusville, did you want to teach in Palm Bay.

9 MS. SPENCER: I agree with you.

10 MR. MOATS: I think it would be -- I don't see
11 a problem with maybe adding one sentence there at the
12 end of line 1514 at the end of the day that simply
13 says it is the faculty member's responsibility.

14 MS. SPENCER: Where?

15 DR. MARSHALL: I don't know. Where you at?

16 MS. SPENCER: Which one you looking at, the
17 bound copy of the stapled one?

18 MR. MOATS: At the end of -- it doesn't matter,
19 at the end of sentence where it says they have
20 priority at all campuses, just a single new sentence
21 that says it is the faculty -- requesting faculty
22 member's responsibility to make his desire known on
23 other campuses.

24 DR. MARSHALL: It's under overloads and this is
25 the wrong spot.

1 MS. HANDFIELD: 1512.

2 DR. MARSHALL: Right.

3 MS. SPENCER: Thank you.

4 MR. MOATS: Wait, it's not -- I think we're all
5 on the wrong -- is this -- we're talking about
6 faculty overloads 8.8, is that right?

7 MS. HANDFIELD: Yeah, 8.8.3.

8 MR. MOATS: It would be the same in 8.9 then.

9 DR. MARSHALL: But we need to get it here.

10 MR. MOATS: In both places just a simple
11 sentence.

12 DR. MARSHALL: Line item 1486 in our contract
13 which is --

14 MS. SPENCER: Okay. Right here.

15 DR. MARSHALL: Yes, that's where we need to
16 start, is that right?

17 DR. MIEDEMA: Um-hmm.

18 DR. MARSHALL: Okay. And just a sentence there
19 that says? Michael?

20 MR. MOATS: It is the responsibility of the
21 requesting faculty member to make his desire known on
22 other campuses.

23 DR. MARSHALL: Okay.

24 MR. MOATS: Or if you've got something else
25 similar written, that's fine.

1 DR. MARSHALL: Thank you.

2 MR. MOATS: And that gives, you know, you have
3 a free ride, if they don't bother to say anything,
4 tough.

5 DR. MIEDEMA: Then we go ahead and schedule.

6 DR. MARSHALL: Does that also need to be added
7 to the same area of 8.9?

8 DR. MIEDEMA: Yes.

9 MR. MOATS: That would be here.

10 DR. MARSHALL: Okay.

11 MS. SPENCER: You got it?

12 DR. MARSHALL: Um-hmm.

13 MS. SPENCER: I didn't need to write that down.
14 There were no -- I didn't see any changes made to
15 that. 8.9?

16 DR. MIEDEMA: No, ma'am.

17 MS. SPENCER: And then 8.10, supplemental
18 agreement. No changes to that. The grammar police.
19 The comma where?

20 UNIDENTIFIED SPEAKER: Comma in 1517 at the
21 top.

22 MS. SPENCER: Of the bound copy?

23 UNIDENTIFIED SPEAKER: Um-hmm.

24 DR. LAMB: I got it. Robert's good at commas
25 too. All right. And 8.11, faculty members. There

1 was some changes in this accepting administration
2 position and Debra had some comments in there just
3 about staff was it? We had staff but you were okay
4 with just calling it administrative position,
5 correct?

6 DR. MIEDEMA: Right. Our goal in adding staff
7 to that was if they chose to take a position that is
8 not an administrative position such an adviser, they
9 would have the same protection. If we don't want to
10 add that, that's fine, it was just to try and provide
11 protection for the faculty member who might choose to
12 step out of the faculty role for one of those types
13 of roles for a period of time. It's not a big issue
14 either way. If it's not an issue to you guys, it's
15 certainly not an issue to us.

16 MS. SPENCER: No, it's not. And then A, you
17 changed some language here, will therefore forfeit.

18 DR. MARSHALL: What is that?

19 MS. SPENCER: Tenured contract status. That's
20 if you don't notify -- it's line 1552, 53, 1574,
21 yeah, it's just a tenure forfeit, right. That's
22 fine. Faculty member, that's fine, on 1583 on yours
23 and it would be -- you just put faculty member in
24 there, we're okay with that. On 1560, 61, that's
25 fine.

1 Line 1590, we're going with -- in yours it's
2 line 1569 in the bound copy, we're going to go with
3 four years then across the board for that?

4 DR. MIEDEMA: Yes, ma'am.

5 MS. SPENCER: That's fine.

6 DR. MIEDEMA: That's the recommendation.

7 MS. SPENCER: That's fine. 1592 of yours, of
8 the college you changed.

9 DR. MIEDEMA: It was just in one location it
10 said that date of notification is July 1 and the
11 other said June 30th. So, I made both of them June
12 30th.

13 MS. SPENCER: Okay. Article 6. And then you
14 added 1595, 96 and for us it would be right after
15 1574 you added will be removed from eligibility for
16 tenure under Article 6 and will be determined to have
17 voluntary resigned as a faculty member. That had to
18 do with notification, right?

19 DR. MIEDEMA: Um-hmm.

20 MS. SPENCER: I don't see an issue with that.
21 Okay. I looked at this and I think that's cleaning
22 up the language. We're at 1606 in your responses and
23 for us it was --

24 DR. MARSHALL: 1584.

25 MS. SPENCER: Thank you. 1584. I think we

1 need to keep that nontenured, right, because we had a
2 separate -- we're talking about nontenured in the
3 this portion of the agreement. So, why at 1606, is
4 that just on oversight? I mean, was it -- you wanted
5 to strike that. For faculty member currently in a
6 full time administrative position, to return to
7 faculty status or for a nontenured faculty member.

8 DR. MIEDEMA: The question in that section was
9 the sentence originally said, and this is what
10 Debra's questions for us was, is it for a nontenured
11 faculty member currently in an administrative
12 position to return to faculty, or for a nontenured
13 faculty member who accepts administrative position
14 but seeks to return to faculty, what's the difference
15 between the two, there's none. It's a faculty member
16 wanting to return. So, I said strike the language.

17 MS. SPENCER: Okay. Thank you. And then C,
18 faculty member, that's fine. Where you put faculty
19 member may be awarded a one temporary or full time
20 position. And then down there faculty member, that
21 was all right, I don't have any notes on that. We're
22 good with 8.11.

23 So, 8.12, the timeline. You know, that might
24 be.

25 DR. MIEDEMA: What I was trying to do in the

1 timeline is to say it needs to be done by this date
2 and so the administrative -- supervisor administrator
3 needs faculty to figure it out, but if they want to
4 do it three months in advance, that should be okay.
5 So, rather than say it starts by this date, let's
6 just say it has to finish by this date and let them
7 work backwards.

8 MS. SPENCER: I don't see a problem with that.
9 I think that's sounds, that sounds fine.

10 DR. MIEDEMA: Because that was a question that
11 Dr. Marshall had is can the provost weigh in on how
12 they wanted, let's just do the end date.

13 MS. SPENCER: What about the -- okay. Then
14 it's just how they'll be distributed. That was it
15 and that's better. So, where we end up is that the
16 parties agree that DC may serve for no more than two
17 consecutive terms. Your 1681, 1682, struck all that
18 names of candidates distributed to the full time
19 faculty.

20 DR. LAMB: From two year terms they're becoming
21 three year terms now?

22 DR. MIEDEMA: That's what we had talked about
23 at the last meeting. I thought that was your
24 recommendation.

25 DR. LAMB: So much of my question is does that

1 mean this spring everybody in Cocoa who's a new
2 department chair, if we ratify in the fall will they
3 be serving?

4 DR. MIEDEMA: Huh-uh, it would start with
5 anyone who was brought in after the contract was
6 ratified.

7 DR. LAMB: Okay. Yeah, that makes sense.

8 MS. SPENCER: Okay. And that was something we
9 proposed in trying to make your workload.

10 DR. MIEDEMA: Because the individuals who
11 agreed to it now agreed to it under the condition of
12 two years. We don't want to assume that they would
13 have agreed to it under the condition of three years.
14 So, it needs to be for those going forward starting
15 in August.

16 I did have an interesting question come up
17 today regarding department chairs and is that two
18 year term the position or the person, meaning if
19 someone wants to be department chair of library and
20 they want to then turn around because their term is
21 expiring and become department chair of humanities,
22 can they do it and my response was if you are
23 qualified to teach in both programs, there shouldn't
24 be a reason why you cannot do that. I just thought
25 it was an interesting question. No one has asked me

1 that before. But my response was if you qualify to
2 be in that department, why not.

3 MS. SPENCER: Let me ask you about the language
4 that you struck about the faculty recommendations. I
5 mean, how's that working out in actuality, just
6 people who self-nominate?

7 DR. MIEDEMA: What we put in under -- in the
8 second paragraph in 8.12, it says positions will be
9 open and posted internally by each March by the
10 appropriate supervising administrator using
11 communication, will remain open for a minimum of two
12 weeks, names will be posted for faculty feedback for
13 a minimum of two weeks. So, that's the process.

14 MS. SPENCER: Okay. That's good. That's a lot
15 cleaner.

16 And the next is (inaudible) mechanism for
17 evaluation. Okay. This is qualified applicants from
18 within the department. We need to amend that
19 language somehow and make that a complete sentence,
20 but other than that that looks good. Article 8.11.
21 Okay.

22 We are in 8.12. In the responsibilities,
23 that's cleaner.

24 DR. MIEDEMA: Though I put budget custodian
25 twice. I really want them to be the budget

1 custodian.

2 MS. SPENCER: You know, it's come up though
3 that some of the department chairs they don't really
4 have a budget. I mean, they've been told like your
5 role's over and if you need something, so.

6 DR. MIEDEMA: That's absolutely true. We put
7 may be responsible because in some situations it may
8 be a program manager or someone else who has budget
9 responsibility and they don't really have it, but we
10 wanted them to know that. I really consider that
11 important I guess, I put in twice.

12 MS. SPENCER: Okay. Good.

13 DR. MIEDEMA: That's what happens when I work
14 off my laptop at midnight.

15 MS. SPENCER: What did you decide about the
16 course appeals process? Did that get worked out? We
17 were talking about that. Do you remember, who was
18 that going to go through, it goes through department
19 chairs or we decide it was going through the cluster
20 chairs or the program managers or is that still?

21 DR. MIEDEMA: We did not come to a final
22 determination on that. What we can do for terms of
23 the contract is again say it may go through
24 department chair or it may go through a cluster chair
25 because the issue has been a common decision which

1 has not come forward yet. I surveyed the various
2 clusters to say who's the appropriate person and I
3 got different responses from different individuals.
4 So, we may want to for purposes of the contract until
5 we have more opportunity to have that discussion
6 which AAC has been a little busy to deal with yet,
7 just say may in both of those categories.

8 MS. SPENCER: Okay.

9 DR. MIEDEMA: So, it may be appropriate
10 manager, it may be a cluster chair, it may be a
11 department chair, but somebody needs to take a look
12 at it. And the reason that's important to be putting
13 in here is that we want faculty to understand and be
14 comfortable with the fact that they're reviewing an
15 appeal does not mean that they are supervising
16 faculty, they're looking at this documentation of
17 academic appeal and giving an opinion. That's what
18 it's there for. It's not saying Sally Jones should
19 never have approved this person to get a course
20 substitution, it's does this make sense.

21 MS. SPENCER: And then I got a question about
22 the other items, the language doesn't change, it's
23 the letters have changed here in the rest of it. And
24 then this clarification, any tenured full time
25 faculty teaches at least two courses, we had talked

1 about that, expecting those who have reached
2 department chair term limits as specified above. So,
3 you're okay with that too, that language?

4 DR. MIEDEMA: Yes, ma'am.

5 MS. SPENCER: And then you struck the annual
6 review.

7 DR. MIEDEMA: What we had talked about in the
8 last process was that there would be an annual peer
9 survey that is done but once every three years they
10 would get their evaluation from their
11 administrating -- their supervising administrator and
12 that's -- that was confusing in here.

13 MS. SPENCER: Okay.

14 DR. MIEDEMA: If you want to leave annual
15 review and annual peer review, that's fine.

16 MS. SPENCER: Okay.

17 DR. MIEDEMA: But it made it sound like we went
18 from every two years having to do an evaluation of
19 these individuals to every year and the supervising
20 administrator is having a hard enough time to keep up
21 with these evaluations as it is rather than adding
22 more. Look at Sandy's face.

23 MS. SPENCER: And then liaison. There's quite
24 a bit of language here. The faculty, these are
25 program manager responsibilities. Do they have

1 program managers? We had this discussion before,
2 they do convene faculty meetings.

3 DR. MIEDEMA: Yes.

4 MS. SPENCER: Especially on the AS side, yeah.
5 Yeah, I didn't have any problems with that. That's
6 actually clearer so that's good.

7 Program coordinators, no language changes
8 there. And.

9 Then 8.13, college-wide and campus based
10 coordinators, either party may make recommendations,
11 that's fine. And then college-wide coordinators,
12 you're okay with the language there?

13 DR. MIEDEMA: Yes, ma'am.

14 MS. SPENCER: And then substitute teaching
15 is -- cluster and committee chairs. You're okay with
16 that changes?

17 DR. MIEDEMA: Yes, ma'am.

18 MS. SPENCER: You were okay with that, right?

19 DR. MIEDEMA: Yes, ma'am.

20 MS. SPENCER: Specific major. Why specific
21 major? Why did you guys specific in 1816 in your
22 document and 1759 it would be. Faculty chairing
23 major faculty committees and you put major specific.

24 DR. MIEDEMA: The reason for rewording that and
25 reformatting that was simply to say the primary

1 responsibility is for faculty and then once that's
2 done it's reviewed and approved through the
3 administrator. The way it says is upon approval of
4 the administrator which makes it sound like the
5 administrator is the driving force, it's the faculty.
6 The faculty are making those determinations and then
7 bringing them to the administrator. So, it says the
8 same thing, I just put the faculty first.

9 MS. SPENCER: Yeah, I don't know, we're looking
10 at 8 -- line 1816 in yours.

11 DR. MIEDEMA: Under 8.15 substitute teachers.

12 MS. SPENCER: No, 8.14, I'm sorry. I backed
13 up, I tend to do that.

14 DR. MARSHALL: Cluster and major committee
15 chairs, first line.

16 MS. HANDFIELD: 1824.

17 DR. MIEDEMA: Let me address that. We said
18 specific faculty committees because the way it was
19 written before it says that any committee that is
20 determined under the direction of AAC or and TPD gets
21 a stipend. So, you can make five more committees and
22 expect five more without any discussion because it
23 says you have the authority to make that
24 recommendation. So, that's why I said specific. We
25 just need to look at that together.

1 MS. SPENCER: Okay.

2 DR. MIEDEMA: I just wanted to make sure it was
3 clear, I didn't want someone to come to me six months
4 from now and say we decided to have a basket weaving
5 committee and we think --

6 DR. MARSHALL: Here's the bill.

7 MS. SPENCER: And so why haven't they been paid
8 their stipend.

9 MR. MOATS: Wine tasting committee.

10 DR. MIEDEMA: We'll get some volunteers for
11 that one.

12 MR. MOATS: About thirty.

13 MS. SPENCER: So, the substitute teaching
14 thing, it's just -- I mean we do that anyway but
15 their -- the only difference is it's a notice before
16 information only copy to the supervisor now that the
17 supervisor is going to approve the substitute. I'm
18 on 1823 in your document, that area. In ours it's
19 1769. What does that mean?

20 DR. MIEDEMA: It still says that it has to
21 be -- it's upon the approval of the supervising
22 administrator. So, all I did was put the faculty
23 first. Same information, it would be the same thing
24 but the faculty -- because this says that nothing is
25 done until the faculty -- the administrator has to

1 approve you going out and doing this. No, you can go
2 out and do this and then bring it to her.

3 MS. SPENCER: I see. Okay. We're good, that's
4 okay. I didn't see anything else in here. I think
5 that is ours, right, disruptive student behavior.

6 DR. MIEDEMA: This case under disruptive
7 student behavior I took out the Florida statute
8 because we have a student code of conduct which
9 addresses more things than the statute does that you
10 can tell a student you're being disruptive and can be
11 removed from your class. So, I don't want to limit
12 it to just what's in the statute. If they breached
13 it in the code of conduct, you have the right to not
14 have a disruptive student in your class.

15 MS. SPENCER: Can we back up just like a minute
16 like for the --

17 DR. MIEDEMA: No way.

18 MS. SPENCER: In yours it's 8 -- because we
19 have so many -- we have 8 -- 1860 in your document
20 and you struck when feasible or did we -- we didn't
21 strike that, did we?

22 DR. MIEDEMA: We struck when feasible because
23 the administrator will be notified if there's an
24 incident on campus.

25 MS. SPENCER: But this says immediately report

1 to college security on campus. I think the when
2 feasible right there is just like I don't know.

3 DR. MIEDEMA: Faculty member shall immediately
4 report to college security any work related incident
5 and that says and to the campus administration.

6 MS. SPENCER: Faculty member shall immediately
7 report to college security on campus or division
8 administration when feasible any work related
9 incident that involves an assault, blah, blah, blah.

10 DR. MIEDEMA: This is the theory act we have to
11 result assault.

12 MR. MOATS: We're not disputing that, it's the
13 when feasible refers to the fact that it's
14 specifically stating immediately report. Maybe we
15 can move it make it clearer, but we don't want
16 somebody getting in trouble because they didn't stop
17 in the middle of an incident to report it.

18 DR. MARSHALL: How about instead of saying
19 immediately it says as soon as possible. Would that
20 work?

21 MR. PARKER: Sorry, I missed it. Sounds like
22 you're talking about safety.

23 DR. MARSHALL: Great time to leave.

24 DR. MIEDEMA: The statement in the contract
25 currently says a faculty member shall immediately

1 report to the college security and to the campus or
2 division of administration when feasible, that's what
3 I struck, any work related incident that involves
4 assault upon his person and/or the threat of bodily
5 harm while in the performance of college duties. I
6 struck when feasible because it needs to be reported
7 under Cleary. The question is what is immediately.

8 MR. PARKER: I understand, I can see both
9 points. I think as soon as possible works for that
10 situation. When feasible means if I can get to it
11 and it's too important for that. Various language is
12 immediately everywhere you look.

13 DR. MARSHALL: So, as soon as possible is okay.

14 MR. PARKER: That will work.

15 DR. MIEDEMA: I'm fine with that, I just didn't
16 want the when feasible. That could be I decided it
17 wasn't feasible for three days.

18 MS. HANDFIELD: Can I comment on that because
19 your ASAP may be different than my ASAP. I could be
20 a two week ASAP.

21 MR. PARKER: You won't be talking to me, you'll
22 be talking to BOE and explaining what your difference
23 of immediately is versus theirs. So --

24 MR. MOATS: I think the important thing is we
25 want them first to deal with the problem.

1 MR. PARKER: Of course, we don't want them,
2 yeah.

3 MR. MOATS: Walk away to go call security --

4 MR. PARKER: Because you're immediately doing
5 it.

6 DR. MIEDEMA: But we don't want you three weeks
7 later to say, hey, I got raped on campus.

8 MS. HANDFIELD: That's what I mean having ASAP
9 but within our max of a week notification.

10 DR. MARSHALL: Twenty-four hours.

11 MS. HANDFIELD: Twenty-four hours, have some
12 kind of time limit.

13 MR. MOATS: How about drop the word immediately
14 where it so that it reads a faculty member shall
15 report to college security and to the campus or
16 division administration as soon as reasonably
17 possible, then the rest of it, any work related
18 incident, blah, blah, blah, blah. Then we're putting
19 some reason in there as soon as reasonably possible
20 instead of -- that eliminates the when feasible, that
21 that eliminates immediately.

22 MS. HANDFIELD: Or at the first possible
23 opportunity.

24 DR. MARSHALL: How about at the first possible
25 opportunity.

1 MS. SPENCER: Immediately or at the first
2 possible, yeah.

3 DR. MIEDEMA: First possible opportunity
4 because, yes, if someone's bleeding I don't want you
5 to walk away and just say I'm going to go find a
6 provost.

7 DR. MARSHALL: You can't leave the rest of your
8 class to, right.

9 MS. FERGUSON: Okay. If you're hurt by a
10 student in the classroom and you need immediate
11 medical care, we have to coordinate. Of course, if
12 it was an emergency you'd get shipped off to the
13 emergency room.

14 DR. MARSHALL: Yes.

15 MS. FERGUSON: But first of all, if a student
16 knocks you around, I'm sure they're going to be the
17 first ones to know it, but if you're hurt and you
18 need medical care but it's not urgent medical care,
19 we have to have -- and our Workers Comp. rules say
20 twenty-four hours, within twenty-four hours, and
21 that's been very, very reasonable for most cases,
22 most cases. So, I kind of wonder if we should not
23 for everybody's clarity have some timeframe.

24 MR. PARKER: My only problem is immediately is
25 not just for the forms and the processes, it's for

1 the apprehension of the criminal. Okay. In other
2 words, immediately, and the reason for this is, of
3 course, render aid and all that other thing that has
4 to happen but it's to apprehend the student who's
5 going to be going to jail quickly before he absconds
6 after he's hurt Harold. We want to get him. That's
7 reason for it. No, Harold's a good guy. But that's
8 the premise of it is to let us know quickly so we can
9 take care of the situation from a security
10 standpoint. Administrative, generally you'll hear
11 terms like twenty-four hours and all that and that's
12 all fine, but that's where that immediately comes in
13 is we want to be able to apprehend the bad guy.

14 DR. MIEDEMA: Maybe say that we immediately
15 notify security and follow up with the supervisor and
16 administrator within twenty-four hours.

17 MS. SPENCER: That's good. That's good. How
18 about that?

19 MR. PARKER: That's fine.

20 MS. HANDFIELD: I like that.

21 DR. MIEDEMA: We don't want you to stop what
22 you're doing or stop making a report to security
23 to --

24 DR. MARSHALL: Okay. So, a faculty member
25 shall immediately report to college security and

1 follow up to the campus or division administration as
2 soon as possible.

3 MS. SPENCER: Within twenty-four hours.

4 DR. MARSHALL: Within twenty-four hours. Okay.

5 DR. MIEDEMA: Yeah, that makes sense to me.

6 MR. PARKER: Yeah, I think that covers all the
7 bases.

8 DR. MIEDEMA: My concern with when feasible,
9 well, it wasn't feasible for me to call you so I'll
10 call you next week.

11 DR. MARSHALL: The wine tasting got in the way.

12 DR. MIEDEMA: The wine tasing got in the way.
13 We want to make sure that we're addressing those
14 things right up front and we're being very proactive
15 and we appreciate that you're as safe as possible in
16 the classroom.

17 MS. SPENCER: All right. And then disruptive
18 student behavior. You struck -- all right. I don't
19 have that one.

20 DR. MARSHALL: Disruptive student behavior, was
21 there something in there that you struck? We have
22 that page, I'm sorry.

23 DR. MIEDEMA: Oh, I'm sorry. One of the
24 suggestions that we made after the I did the initial
25 review was instead of quoting if in the opinion of

1 the college administration the student behavior
2 violates federal --

3 DR. MARSHALL: Florida statute.

4 DR. MIEDEMA: Florida statute, we said student
5 code of conduct. We don't need to have it rise to
6 the level of Florida statute. If it's in the student
7 code of conduct and it's considered disruptive, it's
8 disruptive.

9 MS. SPENCER: Okay. I have no problem with
10 that. And duplication of facilities, was there any
11 problem -- you were going to look into that issue.

12 DR. MIEDEMA: The duplication of facilities as
13 written is not a problem. The follow up that I want
14 to do with that is to do a survey in each of the
15 buildings where the duplicating facilities are and if
16 there's other things that we can do to make it
17 accessible to faculty. So, that's not contractual,
18 that's administrative follow up.

19 MS. SPENCER: Okay. No changes to the grading
20 system.

21 DR. MIEDEMA: No.

22 MS. SPENCER: And class observations, two
23 college business days prior notice, you okay with
24 that?

25 DR. MIEDEMA: That's for non evaluated

1 processes. The only question I have under two days
2 prior business notice for non evaluative is we do
3 have police chiefs coming in to look at their
4 recruits in public safety. They're not there to
5 evaluate the faculty, they're watching their recruit.
6 Is that two days notice?

7 MR. PARKER: Police chiefs, fire chiefs,
8 recruiting staff of police agencies and fire agencies
9 a lot of times want to make a conditional offer of
10 employment to a student but before doing so they like
11 to see how they engage with the instructor in the
12 class, if they're respect of their polish, you know,
13 if they're the kind of person. So, this happens all
14 the time but it's not a big deal. I mean, there's a
15 good relationship between these people and our
16 faculty members and they're able to kind of ebb and
17 flow but they're not there to evaluate the
18 instructor, they're there to kind of evaluate -- kind
19 of watch the student and how the student responds
20 before they give a conditional offer.

21 They get frustrated if we throw the contract at
22 them and say sorry, chief. Most faculty members are
23 very good about that, you know, they welcome them.

24 DR. MIEDEMA: It's not been an issue, we just
25 didn't want it become an issue.

1 MS. SPENCER: How about unless waived by the
2 instructor?

3 DR. MIEDEMA: Oh, okay. Unless waived by the
4 instructor.

5 MS. SPENCER: At least two business days
6 unless --

7 DR. MARSHALL: Unless waived by the faculty
8 member.

9 MR. PARKER: You shouldn't use the term
10 evaluative, you know, because they're not there to
11 evaluate the instructors, it's a different type of
12 thing. You still need permission, of course, from
13 the faculty member who's running the show, you know.
14 And again, it's not really a processing, it's just --

15 MS. SPENCER: Yeah.

16 MR. PARKER: Harold, I'm sorry.

17 MS. SPENCER: I don't know, we had this
18 discussion where both of us were well -- I don't know
19 if Laura was part of this discussion, we weren't
20 really -- I mean, it's not a big deal, I mean, for an
21 observation of classroom, it's not an evaluation you
22 can come in any time but.

23 DR. MARSHALL: So, unless waived.

24 MS. SPENCER: We did put unless waived.

25 MR. ZACKS: You need to decipher between the

1 academic side and the academy side. The academy side
2 does not do credits where the academic side does, the
3 AS degrees. They can come in, those are usually
4 police officers that come in with specialized
5 training for one class, they call them adjunct
6 faculty but they really aren't, they come and teach
7 that one thing. And if a police chief wants to come
8 and deal with one of those people, it really -- it's
9 not an academic issue on our side.

10 DR. MIEDEMA: But I like the language saying
11 unless waived. I think that handles a multitude of
12 things. If I decide that I want to go in to Laura
13 Earl's class just because I want to check out the air
14 conditioning and she says come on in, you don't have
15 to wait two days.

16 MS. SPENCER: So we're okay with, unless
17 waived?

18 MS. HANDFIELD: So, does this have to be a
19 written waiver?

20 MS. SPENCER: No, no.

21 DR. MARSHALL: No.

22 DR. MIEDEMA: No, just say Laura, can I come
23 in, yes.

24 UNIDENTIFIED SPEAKER: And I'm like sure.

25 MR. PARKER: I think that works.

1 THE COURT REPORTER: Hold on.
2 (Dual conversation.)
3 MS. SPENCER: Okay. So, that's Article 8.
4 MR. PARKER: We just want our chiefs to be very
5 happy with the academy.
6 MR. ZACKS: We want them to hire people.
7 MS. SPENCER: So, Article 7.
8 DR. MIEDEMA: Article 7, I figured that was an
9 easy one to kick out.
10 MS. SPENCER: You need to title your --
11 DR. MARSHALL: Title your headers.
12 MS. SPENCER: Management rights and
13 prerogatives.
14 DR. MIEDEMA: I need to do what?
15 DR. MARSHALL: You have to title your sections
16 for that one.
17 MS. SPENCER: 7.1, 7.2, 7.3.
18 DR. MIEDEMA: It's just one thing.
19 DR. MARSHALL: Do you now -- do you want it
20 just to be three big paragraphs with no?
21 DR. MIEDEMA: I'm teasing. I'm teasing.
22 MR. MOATS: Or we could just make it one
23 paragraph.
24 DR. MIEDEMA: We do everything we want to do.
25 MR. MOATS: Unless we say no. The only thing

1 change that I had made suggestions to, and we'll come
2 up with some titles for the different sections.

3 DR. MARSHALL: Thank you.

4 DR. MIEDEMA: Here listed under, let's see from
5 my notes over here, I wanted to change where it says
6 manning requirements to staffing requirements because
7 manning just sounds.

8 MS. SPENCER: What line are you on?

9 DR. MIEDEMA: I'm looking for it here.

10 DR. MARSHALL: It's 974, is that right?

11 MS. SPENCER: Oh, determining manning
12 requirements.

13 DR. MIEDEMA: Yeah, determine manning
14 requirements. I'd like it to say staffing
15 requirements, not manning.

16 MS. SPENCER: Okay.

17 UNIDENTIFIED SPEAKER: Manning?

18 DR. MIEDEMA: Manning. I don't know what that
19 means. I don't know.

20 MS. FERGUSON: Manning or womaning.

21 DR. MIEDEMA: So, that was the only change that
22 I wanted to make in that section.

23 MS. SPENCER: Okay. Well, that was easy.
24 That's awesome.

25 So, Articles 1, 2, 3 and 4, you want to do

1 those?

2 DR. MIEDEMA: That way we can go back to our
3 respective folks and say, hey, we got all these
4 sections that we addressed today.

5 MS. SPENCER: So, Debra had changed for us the
6 language -- well, Article 1 is the same.

7 DR. MIEDEMA: Article 1 I think we can
8 probably. Okay.

9 MS. SPENCER: So, we're good. Okay. Article
10 2, the recognition, that's not changed. That's
11 boilerplate.

12 DR. MIEDEMA: Definitions, we have a couple we
13 wanted to add.

14 DR. MARSHALL: Tell me what they are.

15 DR. MIEDEMA: We wanted to add the E Guard.

16 DR. MARSHALL: The ones I have, yeah, I've got
17 the global change for business days and
18 the e-learning.

19 DR. MIEDEMA: E-learning, not E Guard. Oh, I'm
20 going back a couple of years. Sorry.

21 MS. HANDFIELD: Didn't you have SACS too,
22 Debra?

23 DR. MARSHALL: Um-hmm. So, in the body of the
24 document do you want SACS COC? Do you want the whole
25 acronym? Okay. I'm going put a table of acronyms

1 before this too.

2 DR. MIEDEMA: The reason for that is I put SACS
3 COC once, otherwise I would not bother with that,
4 but they don't want to see -- they don't want us to
5 call them SACS anymore, they want us to call them
6 SACS COC.

7 MS. HANDFIELD: Didn't you say something about
8 business days becoming work days?

9 DR. MIEDEMA: We've already addressed that,
10 that's the new language.

11 DR. MARSHALL: I'm going to make that change
12 all the way through too.

13 DR. MIEDEMA: So, those were the only changes
14 to definitions that we had talked about.

15 MS. SPENCER: Okay. Good. And then 4, Debra
16 had gone through that, she went through and did the
17 changes to the -- there was a minor correction you
18 made to in the definitions and examples maybe right
19 there, 264.

20 DR. MARSHALL: Supervising administrator.

21 MS. SPENCER: Duration of the agreement, that
22 remains to be seen when we conclude it but the dates
23 were changed in there. You had said that were --

24 DR. MIEDEMA: Where are you at now?

25 DR. MARSHALL: Article 4.

1 MS. SPENCER: Article 4, yeah. So, we're
2 working on a three year agreement. And everything
3 else is there is.

4 DR. MIEDEMA: 3.11 I had one change.

5 MS. SPENCER: Yeah, examples, to make that a
6 complete sentence instead of maybe.

7 DR. MIEDEMA: Yes. Okay. And now I'm caught
8 up. So, now where are we at in 4? The dates have
9 been updated.

10 DR. MARSHALL: Um-hmm.

11 MS. SPENCER: And everything else should be the
12 same in that article.

13 DR. MIEDEMA: Yes.

14 MS. SPENCER: Okay. That's it.

15 DR. MARSHALL: For today.

16 MS. SPENCER: For today, yeah.

17 DR. MIEDEMA: Do, doesn't that make you feel
18 better?

19 MS. SPENCER: Yeah, that's nice. All right.
20 So, when come back in two weeks we'll look at Article
21 14, we'll have language for you for that banking
22 thing and the other things that we discussed and
23 we'll get that to you sooner rather than later so you
24 have to look at it.

25 DR. MIEDEMA: We would like to -- there's two

1 things I would like to ask and that is, one, that we
2 have the changes as we go forward now that we've got
3 it formatted like this, that we get it in track so a
4 that we can see the changes more easily than saying,
5 well, on your copy of this and our copy of this, it's
6 easier for working up one common document.

7 And the other thing is the Article 14 we'll
8 look at any changes and the other things we want to
9 look at in there. I need to know what you're
10 thinking about the percentages within a week. That's
11 what Dr. Richey asked me to request. Okay.

12 MS. SPENCER: I'm not sure if we'll be able to
13 do that. I mean, it's the end of this week and we
14 then we've got next week and we got to talk to the
15 faculty. So, it's probably going to be longer out
16 than that. It's going to be the next meeting. I
17 mean, just in fairness I don't want to like leave the
18 meeting and say, yeah, we'll do it in a week, we're
19 not going to be able to get it done in a week. So, I
20 expect at the next meeting we'll have that. And if
21 you could communicate that to him. We have two
22 hundred and sixty-four members, we have to look at
23 the numbers, we have to talk to them about what's
24 going on and coordinate with them, so.

25 DR. MIEDEMA: Well, they're not doing the

1 ratification vote at this point, it's attentive at
2 this point in time. He asked for a week, if we can't
3 do it in that period of time I'll have to go back to
4 him because his concern is he didn't want that piece
5 dragging out. There's a little bit of risk on both
6 sides if we drag it out. One is we don't know where
7 that money, you know, where their budget stuff is
8 coming from. So, he didn't want that sitting out
9 there for too long a period of time, so. But we can
10 go back and talk to him and ask if we can do two
11 weeks versus one week, but as soon as we can get that
12 information, we absolutely need that.

13 MS. SPENCER: And if you go back to him and
14 talk to him about that, will you ask him about the
15 budget process? I mean, do they have a plan for how
16 to go forward with the budget that's a more formal
17 process or something that's more transparent or
18 something that we can participate in at least
19 completely as one of the stakeholders, so. Just if
20 you would ask him.

21 DR. MIEDEMA: I wrote that down.

22 MS. SPENCER: And then Article 8 -- and then
23 when we come -- and so in addition to that, how about
24 we want to take on Article 9?

25 DR. MIEDEMA: I want to take on the rest of the

1 contract.

2 MS. SPENCER: We will -- we have some
3 proposed -- like we're going to be looking at an
4 alternative rank system for the PSAV faculty. You
5 know, we have it for the -- mostly it applies to the
6 AA faculty but we're looking at a proposal and that
7 would go into Chapter 11, rank and tenure. So,
8 that's also going to be coming forward but that
9 probably won't be for next week, two weeks, but we'll
10 see.

11 DR. MIEDEMA: So, are there sections that we
12 want to focus in on for our next meeting?

13 MS. SPENCER: Let's look at that, yeah. Do you
14 have a preference? We would just roll through 9 and
15 10, let's do that. Let's just keep going through.

16 DR. MIEDEMA: We didn't do 5 though. We don't
17 want to forget 5.

18 MS. SPENCER: Oh, 5, right.

19 DR. MIEDEMA: Those are union rights and I
20 think those are pretty important.

21 MS. SPENCER: Oh, there's a few changes in
22 there like where we had three credits, we want to
23 change it to thirty load points.

24 DR. MIEDEMA: That's why I didn't want to rush
25 through that one. I didn't want to add that to the

1 agenda for today without advance warning because I
2 wanted you to make sure you've had a chance to review
3 that. So, I'd like to look at 5. So, we can look at
4 5 and then start working 9 backwards.

5 MS. SPENCER: Okay. That sounds good.

6 DR. MIEDEMA: All right. I just didn't want to
7 rush through that one because I know that's an
8 important one.

9 MS. SPENCER: Okay.

10 DR. MARSHALL: Are there going to be any
11 signature or major changes to any of the appendixes,
12 do you know?

13 MS. SPENCER: The syllabus.

14 DR. MARSHALL: I know you made some formatting
15 suggestion to them. I'm trying to strip out all the
16 and get them into some reasonable order. Can I --
17 can I do that and just send you the stripped out
18 document with a table of contents attached to it and
19 we'll work from that and then I can combine after?

20 DR. MIEDEMA: There weren't any major changes
21 to the things that are there except some of the areas
22 in there we had said we may address this like the
23 syllabus and the appendix which we have not in the
24 current index. Of the documents that are there, I
25 don't --

1 DR. MARSHALL: I just want you to work ahead
2 and make a bunch of changes to these and then we'd
3 have two documents floating around. Let me work on
4 that and I'll send it to you.

5 DR. MIEDEMA: They're pretty clean with where
6 we're at with them. So, I think we can move forward.

7 MS. SPENCER: Okay. That's good. So, the next
8 meeting date is the 16th.

9 MS. FERGUSON: 2:00 o'clock.

10 MS. SPENCER: 2:00 o'clock. This works out
11 well.

12 DR. MIEDEMA: Works for us.

13 MS. SPENCER: Good. That's it then, right? We
14 adjourned?

15 DR. MIEDEMA: We are adjourned.

16 (Thereupon, the meeting was concluded at 4:10
17 p.m.)

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C E R T I F I C A T E

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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 foregoing UFF Negotiation
Meeting and that the transcript is a true and complete
record of my stenographic notes.

DATED this 7th day of April, 2015.

JILL CASEY
Court Reporter