

TRANSCRIPT OF THE  
UNITED FACULTY OF FLORIDA  
NEGOTIATION MEETING  
February 19th, 2015  
Eastern Florida State College,  
Melbourne Campus  
Melbourne, Florida

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The transcript of the United Faculty of  
Florida Negotiation Meeting taken before Jill Casey, Court  
Reporter, held on the 19th day of February, 2015,  
commencing at 2:00 p.m.

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RYAN REPORTING  
REGISTERED PROFESSIONAL REPORTERS

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1 DR. MIEDEMA: Okay. I would like to just make  
2 some introductions and then I'm going to sit down and  
3 not talk anymore. Okay. I'm going to do sign  
4 language.

5 We have a court reporter with us today so it's  
6 really important that she has the opportunity to see  
7 who you are. That's why I have the name tags here.  
8 So, she may stop at any point in time if there's a  
9 question that she didn't quite hear something so we  
10 can make sure we're getting this recorded. All  
11 right. So, let's start by just doing some general  
12 introductions and then I'm turning the voice over to  
13 Darla and I'm not talking anymore.

14 MR. AKERS: Tony Akers, assistant provost  
15 Titusville.

16 MR. PARKER: Jack Parker with the Public Safety  
17 Institute and college security.

18 MS. FERGUSON: Darla Ferguson, HR.

19 DR. MIEDEMA: Linda Miedema. Minnie Mouse.

20 MS. HANDFIELD: Sandy Handfield, provost  
21 Melbourne Campus.

22 MR. ZACKS: Harold Zacks, crime scene Melbourne  
23 Campus.

24 MR. KOUKOS: Niko Koukos, EMS.

25 DR. LAMB: Robert Lamb, music, Cocoa.

1 MS. SPENCER: Lynn Spencer, Humanities,  
2 Melbourne.

3 DR. MARSHALL: And I'm Debra Marshall,  
4 Sociology, Melbourne.

5 MS. FERGUSON: What I'm going to do right, I'm  
6 going to pass out the agenda. I think everybody here  
7 please take one and pass it down. Also, here is the  
8 faculty vote overload form that we put -- actually we  
9 just put it together for everybody to look at.  
10 That's what we would like to -- if you're okay with  
11 it, take a look at that one and get it out of the  
12 way.

13 DR. MIEDEMA: There was one math error and that  
14 is audit the Masters at fifty-five cents instead of  
15 sixty-five cents. So, I rechanged those, redid the  
16 math.

17 MS. SPENCER: So, we agreed to -- you gave  
18 us -- we met last time to set some ground rules, make  
19 some introductions, make sure that we understood what  
20 we were proceeding, share our concerns as far as the  
21 contract goes. One thing I'd like to clarify, we are  
22 working together on a three year contract? I mean, I  
23 saw in some of the language that you shared with us  
24 that you had 2017 July, is that just -- that was  
25 error?

1 DR. MIEDEMA: It will be '15-'16, '16-'17,  
2 '17-'18.

3 MS. SPENCER: So, we are trying to work out a  
4 three year agreement. Okay.

5 An the in terms of reviewing what you gave to  
6 us, I mean, we had said last week that we had our --  
7 two weeks ago we had some shared concerns. Article  
8 8, workload, was one of those, Article 14 obviously  
9 is one those, Article 6 we talked about. You also  
10 introduced changes in the definitions but we agreed  
11 this week to discuss Article 8 so we're going first  
12 on that, I assume, right? We looked over what you  
13 had presented and we want to go through that with  
14 you, but as a preface to that, I want to -- in  
15 looking at it and understand what -- what I guess I  
16 want to understand is what problem does this address.  
17 It's a huge change in the calculation of the load.  
18 In some places it looks like it's exactly. So, what  
19 is the problem that this addresses?

20 DR. MIEDEMA: I can address that. The problem  
21 is we have some classes that we calculate low based  
22 on credit hours and some based on contact hours and  
23 some on a combination of both. So, it becomes a very  
24 manual labor intensive process to figure out the  
25 load. That is one of the reasons why it's so slow

1 and some of our career and technical programs to get  
2 the overload calculated and faculty paid because it  
3 has to be reviewed by two or three different people  
4 to make that we've done the calculations correctly.  
5 This way by putting everything in contact hours we  
6 can automate a system that does the calculations for  
7 us.

8 MS. SPENCER: That's what the point system  
9 does, it gives you points for all those different  
10 classes.

11 DR. MIEDEMA: It does not --

12 MS. SPENCER: Lecture, lab, clinical, all those  
13 things are calculated with points. So, you're  
14 switching out contact hours with points, changing A  
15 to B.

16 DR. MIEDEMA: But it works. The points have  
17 not worked.

18 MS. SPENCER: What's the -- I mean, I just  
19 really want to understand this. What's the problem  
20 with the points? You gave us that spreadsheet and we  
21 looked at that. So, where the points are not working  
22 it would be useful to look and see so we can  
23 understand that because --

24 DR. MIEDEMA: When you look at career and  
25 technical faculty.

1 MS. SPENCER: No, I'm asking you to explain it  
2 to us because we want to understand where you're  
3 coming from. I'm not trying to be -- I don't want to  
4 waste your time, I want to understand how this works  
5 because we looked at it and I really -- as our team  
6 we don't see any reason to shift from contact -- from  
7 points to contact hours, it doesn't seem to be an  
8 improvement over the current system, it seems an  
9 unnecessary off the station and complex. It's an  
10 addition of complexity that we don't -- I can't  
11 see -- we can't see the benefit of it to you or to  
12 us. So, that's why I'm asking like can you  
13 demonstrate, like you can walk us through where this  
14 is the issue, where the problem is and how this  
15 particular solution resolves that problem and then I  
16 think that would clear up a lot of things for us on  
17 that particular issue.

18 DR. MIEDEMA: I don't have examples with me  
19 today. I was not prepared to bring examples of that  
20 with me today.

21 MS. SPENCER: Okay. I mean, because we did the  
22 numbers and we did the math and it seems one's the  
23 same as the other in some respects so I was wondering  
24 where the problem is. I asked Niko to look closely  
25 at this. In fact, if I may, can I give you the lead

1 on that? We had the contact hours, right, as we have  
2 it set up. So, contact hours in Whiz, the formula is  
3 you divide by sixteen, that's the --

4 DR. MIEDEMA: No, not necessarily.

5 MS. SPENCER: And then times ten would give you  
6 contact.

7 DR. MIEDEMA: With college credit classes  
8 that's not the definition under vocational credits.

9 MS. SPENCER: Niko.

10 MR. KOUKOS: You don't need to look at credit  
11 hours. I understand what you were doing here, you're  
12 trying to move away from credit hours and go to  
13 contact hours but it doesn't matter what class it is,  
14 it's the total number of contact hours an instructor  
15 has in that semester. It doesn't matter if it's a  
16 four week semester, eight week semester, sixteen week  
17 semester, if you take the total contact hours, which  
18 a full load is two hundred and forty, you divide it  
19 by sixteen, multiply it times ten you get a hundred  
20 and fifty points. So, it doesn't matter if it's  
21 PSAB, doesn't matter if it's clinical, doesn't matter  
22 if it's the music classes, you just take the total  
23 number of contact hours an instructor teaches, divide  
24 by sixteen and multiply times ten. The reason that  
25 point system still works is that four people in

1       automotive that teach a four week course or a five  
2       week course, it doesn't matter if it's four or five  
3       weeks because you take the total number of contact  
4       hours, divide by sixteen, multiply times ten and it  
5       gives you the points.

6               DR. MIEDEMA: I agree, but we've had multiple  
7       concerns that have been expressed by faculty that  
8       they did not feel they were being paid appropriately  
9       under that system. That's why we tried to look at  
10      something that would be equal for everybody.

11             If you can explain that to all the faculty that  
12      come to me every semester to say that they aren't  
13      being paid correctly, then I don't have a problem  
14      with that change. I get those every single semester.

15             MS. SPENCER: Okay. So, it would be helpful to  
16      have those examples maybe the next time we meet, we  
17      could look at that and then that way we can put this  
18      to bed and make a decision on it.

19             DR. LAMB: Is it okay if I ask a question? Is  
20      the intention also to standardize this so that -- we  
21      don't bargain for that but so that there is a single  
22      system for adjuncts and full timers?

23             DR. MIEDEMA: Um-hmm. There also is a movement  
24      that we have to change our PSAB programs to all  
25      contact hours. We're not supposed to list these

1 credit hours at all anymore and that's as of this  
2 fall we're not supposed to be calling CNA as a credit  
3 course, we're only suppose to list contact hours.  
4 So, we were trying to get everything to reflect the  
5 same way.

6 DR. LAMB: And the idea that faculty are  
7 complaining to you I would find troubling because  
8 what we're doing is the contract. So, faculty should  
9 be complaining to us. The only faculty, to my  
10 knowledge, and I don't want to misspeak, that have  
11 done so are those who teach the sixty minute hours,  
12 not the fifty minute hours and we're aware of that  
13 and we have a plan to address that, but to my  
14 knowledge under the point system no other full time  
15 faculty have come to us or have listed that in or  
16 research as a problem, have they?

17 MS. SPENCER: No.

18 DR. MIEDEMA: I've had grievances over it.

19 MS. SPENCER: About not being paid properly.

20 DR. MIEDEMA: Um-hmm.

21 MS. SPENCER: That's a different issue than not  
22 understanding what the real calculation is, but  
23 that's an issue of -- that's about understanding what  
24 the point system says in calculating the load  
25 correctly according to that. To the extent that I'm

1       aware of some of those grievances, it's been about  
2       that, it's been about not -- somebody somewhere along  
3       the line, an administrative assistant or somebody  
4       pulls the sheet and didn't pay the person correctly,  
5       I mean, that's the little bit that we've seen on this  
6       end.

7                So -- and the contact hours are listed in the  
8       course plans. So, we have contact hours in there, it  
9       doesn't matter, you know, I don't know if the PSAB  
10      will work, we'll look at that when you bring the  
11      examples next time. We just -- we looked at it, we  
12      met and studied everything you sent and did the  
13      calculations and it doesn't seem -- the question we  
14      have is where is the problem and how to solve that.

15             DR. MIEDEMA: Well, then I think today we  
16      probably should focus on a different article because  
17      that's what the whole purpose of the article is.

18             MS. SPENCER: No, there are things in that  
19      article that you raised, points that you raised that  
20      we should address and I think we should stick to that  
21      and take a look at that. So, if you don't mind, we  
22      can do that.

23             So, the Article 8, the faculty responsibilities  
24      in the -- 8-2, the faculty work week, the issue  
25      here -- the contract is, and we've had it for the

1 last six years, a lot of faculty fifteen hours of  
2 class time and ten hours of office time that we  
3 account for in the schedule and the expectation is  
4 that faculty are professional and if they do this  
5 work whether they're punching in a time clock or not,  
6 right. So, you have here added that a requirement  
7 that the work is completed in four days, a typical  
8 work week seven hours, preparation time you added and  
9 additional ten hours to the faculty base on a five  
10 day work week and I guess -- it's another like  
11 question. So, what's, what's the purpose behind  
12 that? Is there a sense that faculty are not getting  
13 their work done or that they're not accountable.

14 I mean, I'm not seeing an advantage to the  
15 students in this in the fact that most faculty are  
16 working well outside of the regular hours they're are  
17 campus, checking e-mails, responding to students on a  
18 regular basis. I mean, on the weekends, in the  
19 morning. I mean, I don't -- we just want to  
20 understand what this is about.

21 DR. MIEDEMA: I'm just trying to clarify that  
22 it is a thirty-five hour work week, ten hours of  
23 which can be done at the location and at the time  
24 that the faculty chooses. Twenty-five hours we have  
25 to account for.

1 MS. SPENCER: Right, which is what the original  
2 language says. So, this was just clarify then, we  
3 don't really need if we understand that's thirty-five  
4 hours. We have in this article anyway a thirty-five  
5 hour work week. So, item A-2-B, what about A-2. I  
6 mean it says it's a thirty-five hour week, 8-A-1,  
7 right? Faculty members work week will not exceed  
8 thirty-five hours in five consecutive calender days  
9 unless (inaudible) faculty members. So, we already  
10 have that. And the expectation is that salaried  
11 employees are you, you're doing that, you're not  
12 punching a time clock.

13 DR. MIEDEMA: No, there's not an expectation of  
14 any punching a time clock.

15 MS. SPENCER: Right.

16 DR. MIEDEMA: But after the (inaudible).

17 MS. SPENCER: Right, yeah.

18 DR. LAMB: Was there language in the previous  
19 one that said, that said that four days were  
20 required?

21 MS. SPENCER: What?

22 DR. LAMB: This is the first time I've seen  
23 that says we have to complete required work hours in  
24 four days.

25 MS. SPENCER: That's what we're talking about,

1 Robert, like four days but where do you say where  
2 they are. Forty-five hours a week and now the  
3 specification's four days. You have to do the office  
4 hours across four consecutive days but it doesn't say  
5 where, right? We have the option to do those.

6 DR. LAMB: In other words --

7 MS. SPENCER: Do we need to caucus? Should we  
8 caucus?

9 DR. LAMB: No.

10 MS. SPENCER: Okay. So, is this something  
11 that's important to you? There's no other issues  
12 beyond that like that you just want to clarify?

13 DR. MIEDEMA: I'd like to clarify to make sure  
14 that the expectation is clear. We have faculty that  
15 have started by not wanting to only work three days a  
16 week and now we have faculty staying only on campus  
17 two days a week. So, where do we draw these lines.

18 MS. SPENCER: Okay. So, when a faculty member  
19 has classes scheduled on three days or two days, are  
20 you -- is this because you think when they're not on  
21 campus they're not working, is that what it is?

22 DR. MIEDEMA: They're not available to  
23 students.

24 MS. SPENCER: We would be interested in -- is  
25 there any data to support that? I mean, I can poll

1 our faculty, we can do a time study if you want to  
2 and we can get the information to you when they're  
3 responding to students, when they're available.

4 I know I check my e-mail before I go to be on  
5 Sunday night, I'm on there Fridays, I'm on there  
6 Saturdays, I'm on there Sundays, I check it on a  
7 regular basis. So, my students are communicating to  
8 me through e-mails but we can do a study or if you  
9 have information on that, we'd be happy to look at it  
10 and that way we can present it to the membership.

11 DR. MIEDEMA: I would be interested in what  
12 you're recommendations would be and then we'll take  
13 that away and get ready to formalize it next time.

14 MS. SPENCER: Our recommendations at the moment  
15 are to keep the original language that we have from  
16 the last contract cycle.

17 DR. MIEDEMA: And the reason for that?

18 MS. SPENCER: It's working. We have a high  
19 graduation rate, we've had a lot of improvements in  
20 the assessment process. We've come through the SACS  
21 accreditation, we've established a QEP plan, we have  
22 a shared faculty government system that's working by  
23 your own accounts in your application. The number  
24 one reason you felt like this college deserved that  
25 award was the first the first sentence was about

1 shared government and the strength of that model and  
2 we feel strongly that we are -- we should be  
3 respected as professionals and quite frankly the  
4 feedback we're getting from faculty when they look at  
5 this is that they're wondering what they did wrong  
6 and if they're unappreciated that this feels a little  
7 punitive or unnecessarily -- it just seems  
8 unnecessary, right? We respect each other as  
9 professionals and we're doing the job we've been  
10 asked to do.

11 If there are major concerns or problems where  
12 you feel like students have complained about the  
13 members are not available or things like that,  
14 certainly we need to address that because the  
15 students come first, but the benefit of the system as  
16 it is is that it allows the flexibility. I don't  
17 feel like I'm cheating myself or my family, I mean,  
18 answering e-mails on Sunday, I feel like this is part  
19 of my responsibility as professional to do that and  
20 this suggests that my responsibility should be a  
21 thirty-five hour work week on campus and that seems  
22 to be a disservice to the students. I mean, we  
23 respond to them in all kinds of places and times on  
24 e-mail. I mean, I'll be on my phone and get an  
25 e-mail and I'll respond right where I am. So, I --

1 DR. MIEDEMA: Just to give the opportunity to  
2 faculty members face-to-face.

3 MS. SPENCER: Absolutely. Absolutely.

4 DR. MIEDEMA: If you teach it over two days,  
5 when do they get the opportunity to see you  
6 face-to-face.

7 MS. SPENCER: You schedule, you schedule office  
8 hours and they know to reach out to you then. If  
9 you're teaching overload you're available by  
10 appointment for additional hours, and I tell my  
11 students in class and I'm sure other faculty members  
12 do as well, right, if those times don't work for you,  
13 you let me know.

14 I mean, I just -- I would like to know if it is  
15 a big issue. If you're hearing complaints from  
16 students then that's something we can take back to  
17 the membership and say this is why they're doing that  
18 and that would help us see what you're trying to do  
19 and be supportive of, but what I'm saying is when we  
20 look at it and what we're hearing is we feel like in  
21 the last six years in the new shared government  
22 structure that faculty have stepped up to perform and  
23 have been happy to perform and step in and do things.  
24 So, this feels like a step backwards and we just  
25 didn't know where that was coming from so. Anything

1 that you can share with us to support that, that  
2 would help us talk to the membership and see where  
3 that would work for them.

4 DR. MIEDEMA: We'll take that under advisement.

5 MS. SPENCER: So, let's do that. There's a  
6 change, minor change 8-A-2, canvas. Where was it.  
7 8-2-A. The online learning benefit system.

8 MS. HANDFIELD: I'm sorry, where? Here?

9 MS. SPENCER: I'm sorry. I need some water.  
10 8-2-A-2 in your revision.

11 DR. MIEDEMA: That was --

12 MS. SPENCER: Yeah, you have -- it's a  
13 clarification. You said faculty would enter required  
14 assessment data and final grades into the online  
15 management system, do you mean Banner? Do you mean  
16 Banner or do you mean Canvas.

17 DR. MIEDEMA: We were looking at Canvas and  
18 that's the only reason that was put in there is that  
19 there's discussions as the suspect is looking at  
20 recording though live mechanism that says yes, that  
21 this becomes the process. There's nothing in there  
22 that says we have declined to follow that category  
23 but it's gives us the opportunity if the faculty and  
24 the committee says this is the assessment then it  
25 should go here that it becomes then an expectation of

1 all faculty participating and the set requirements  
2 must be entered, that was all that meant.

3 MS. SPENCER: Yeah, you realize that in 8-7 we  
4 have language that it does in fact reference that,  
5 the specifics of where it's entered but saying the  
6 faculty members have an obligation to participate in  
7 assessment and accreditation, all that good stuff. I  
8 mean, that's in there and maybe we can put that there  
9 or something like faculty will submit required, that  
10 may be a better place for it. And then -- I'm sorry.  
11 So, that was one.

12 And then the change in language from  
13 administrative to the supervising administrator in  
14 8-2-B-2. Maybe modified upon the approval of  
15 supervising administrator.

16 THE COURT REPORTER: You need to speak up.

17 MS. SPENCER: I'm sorry, I'm just reading. It  
18 says it may be modified upon the approval of  
19 supervising administrator where now it says  
20 administration and why --

21 DR. MIEDEMA: So you know it's your person,  
22 it's your administrator that's yours and not -- I  
23 don't make a decision for Sandy, Sandy doesn't make a  
24 decision for Kathy, it's your supervising  
25 administrator. I just thought that that would give

1           you better supervision.

2           MS. SPENCER: Can we back up. 8-2-A again.  
3           You have two places in the definitions and then in  
4           this part here where we define the basic academics of  
5           your contract, I think there's a Scribner error, we  
6           have seventeen weeks and sixteen weeks. Sixteen  
7           weeks is like in the state system, it's fifteen weeks  
8           for three credit course plus one week for exams.

9           DR. MIEDEMA: We changed it to seventeen, from  
10          seventeen to sixteen.

11          MS. SPENCER: Okay. Got it.

12          DR. MIEDEMA: That was a change.

13          MS. SPENCER: Yeah, and we have that in the  
14          definitions, yeah.

15          So -- and then let's talk about A-3, the basic  
16          academics of your contract and this is probably going  
17          to be held over but. Just a clarification. No,  
18          we're okay with that. We have to hold off on that.  
19          And then 8-3-A.

20          All right. Well, let's go through the ones  
21          that we are. 8-4, that all is tied to the points  
22          discussion so we'll hold off on that.

23          So, discretionary faculty responsibilities,  
24          8-4-2. Just the language change you have in there,  
25          if we have -- if no written requests are made for a

1 specific office hour time period, the faculty member  
2 will be under no obligation to remain on campus for  
3 these additional hours. I don't think it's an  
4 improvement, it depends on what comes out of the  
5 other discussions but, I mean, that's not a major  
6 issue.

7 8-4-5. I mean, that's again tied to the  
8 forty-eight contact hours changes.

9 And 8-4-6. I just -- I mean, I don't mind  
10 striking the language but I wondered why you did in  
11 that one. This doesn't preclude the faculty members  
12 from meeting with the student if either the student  
13 faculty member --

14 DR. MIEDEMA: I didn't think it added anything.

15 MS. SPENCER: Yeah. Okay. We don't have a  
16 problem with that.

17 DR. MIEDEMA: I just didn't see that it added  
18 anything.

19 MS. SPENCER: 8-4-7, I'm sure we'll have a  
20 discussion further about this next time we meet but  
21 the insertion the faculty is expected to teach four  
22 days each week unless other arrangements are mutually  
23 agreed upon by the faculty and the supervising  
24 administration. It seems unnecessary. I mean, you  
25 have the right of assignment. If you want faculty to

1 teach four days a week, they're assignment is to  
2 teach four days a week. So, I mean, I don't, I don't  
3 know how --

4 DR. MIEDEMA: That has come up because faculty  
5 have questioned it with their supervisor, the  
6 assertion being that they want to teach over three  
7 days, they should be allowed to without it being  
8 mutually determined. That was the reason for that.  
9 That should be a discussion rather than a right of  
10 passage.

11 MS. SPENCER: I mean, you have right of the  
12 assignment unless you want to waive that right.

13 DR. MIEDEMA: No, we don't want to waive that  
14 right.

15 MS. SPENCER: Okay.

16 DR. MIEDEMA: So, that was just an attempt --

17 MS. SPENCER: So, what happens if we put that  
18 in the contract and you say we're required to work  
19 four days a week and then Sandy only gives you  
20 classes on Thursdays, what do I do.

21 MS. HANDFIELD: I'll find another day.

22 DR. MIEDEMA: Do you really think that's going  
23 to happen with Sandy. That was the reason for that  
24 is so the understanding is clear that it's mutually  
25 determined. There's situations where it makes sense

1 and in those cases yes, of course. I have practical  
2 nursing faculty who do twelve hours shifts of  
3 clinical.

4 MS. SPENCER: Right, that's what I'm thinking.

5 DR. MIEDEMA: They don't do a whole lot of  
6 other days but that's mutually determined.

7 MS. SPENCER: Right.

8 DR. MIEDEMA: When they're already putting in  
9 twenty-four hours just for their clinical time,  
10 they're not spending a lot of time in the actual  
11 room.

12 MS. SPENCER: Okay. We had another question on  
13 the same page too. So, we'll come back to that I  
14 guess because we're going to come back to this whole  
15 article, but just to give you some feedback on where  
16 we're looking. So, the article, the same article,  
17 item C down there, it says faculty members  
18 (inaudible) the college to provide accommodations to  
19 students with disabilities according to the  
20 established protocols and then you struck when the  
21 student has given at his or her earliest opportunity  
22 to provide the required written notice to the faculty  
23 member and that's -- we had discussion because what  
24 if the student never provides -- I know we have the  
25 system set up now because I talked to them and

1           they're like oh, the student has to come in in order  
2           for that system to be initiated. So, it seems like  
3           that's fine but then why strike that language. It  
4           puts the faculty member in a position where if the  
5           student qualifies for accommodations but they never  
6           tell you, that puts the faculty member on the hook  
7           for some kind of civil rights suit or some kind of  
8           issue, wouldn't it?

9           DR. MIEDEMA: Read the second sentence.

10          MS. SPENCER: Faculty members will not be held  
11          responsible for failure to provide such  
12          accommodations prior to the receipt of the required  
13          written notice from the office of students with  
14          disabilities. Yeah, we were talking about that and  
15          then I talked to OSD, I just wanted to clarify that.  
16          We understand that that's not --

17          DR. MIEDEMA: After you the notification from  
18          OSD. We actually changed that to provide more  
19          protection because we had some students that weren't  
20          giving information to their faculty until the day  
21          before the test, now what do I do with this. So, the  
22          notice now comes through OSD and only when you're  
23          notified that way. If you don't within whatever,  
24          forty-eight hours, then you get a gentle reminder  
25          that you've gotten this and you cue to make sure that

1           you do get to see it.

2           MS. SPENCER:   And then after that you come  
3           knocking on the door, right.

4           DR. MIEDEMA:   Then after that I come see you.

5           MS. SPENCER:   So --

6           DR. MIEDEMA:   That was the reason for that.

7           MR. PARKER:   On a friendly basis, it can get  
8           worse.   We're the friendliest.

9           MS. SPENCER:   And then D, they syllabus must  
10          include all information determined to be required.  
11          We can just -- Kathy Cobb's been circulating that  
12          template, maybe we can just use that to make sure all  
13          of it aligns and it's all in there and then we won't  
14          have to like go around in circles like what should we  
15          put in there.   I mean, we're okay with like just  
16          listing whatever.

17          DR. MIEDEMA:   Using the template.

18          MS. SPENCER:   I mean, well, appendix.   Oh, how  
19          about an appendix.

20          DR. MIEDEMA:   Yeah, absolutely, I think that  
21          would be great.   I just didn't want everything listed  
22          in here because then if we decide to change anything  
23          you're stuck with it here, so.   But as appendix I  
24          think that would be great.

25          MS. SPENCER:   What do you think?   Okay.   So,

1 we'll do appendix. We'll send to you -- we'll send  
2 Kathy's template. Before the next meeting we'll send  
3 that to you and we'll talk about it.

4 Let's see. Oh, the survey issue, that was the  
5 other one, right. So, the surveys, the online  
6 surveys, this was a question that was raised. At the  
7 conclusion of each term, you know, we've got to  
8 review the surveys, right, but it says -- you have  
9 administer -- you have the faculty member will be  
10 required to administer and subsequently review the  
11 results of any students opinion surveys. I'm not  
12 quite sure -- what does that mean when the survey is  
13 online?

14 DR. MIEDEMA: Yeah, probably not the best term  
15 to say administer. Encourage, recommend, be  
16 available.

17 MS. SPENCER: I saw the thing about -- what did  
18 you send out? You sent out the thing about the  
19 little bubble thing will come up like you do with the  
20 attendance, that's kind of a nice thing to remind the  
21 students and encourage them to do it.

22 DR. MIEDEMA: And the other thing, a question  
23 has come up from some faculty particularly, I wasn't  
24 going to talk, was I, particularly when they're going  
25 for tenure that they may not have enough classes,

1           they can open all their classes to evaluation if they  
2           want to and then they're the ones reviewing it on the  
3           evaluations, not me, because when they come to meet  
4           with me I'm saying did you look at your evaluations,  
5           what recommendations are you -- what are you looking  
6           at for improvement. So, that gives them a broader  
7           perspective so they don't have to limit themselves to  
8           two classes under this system.

9           MS. SPENCER: I thought none tenured faculty  
10          were -- all of their classes had to be evaluated.

11          DR. MIEDEMA: I'm not sure. I can't remember  
12          off the top of my head.

13          MS. SPENCER: But that language is -- I mean,  
14          how am I going to control that like if you are the  
15          keeper of the online thing. So, we'll do something  
16          about that.

17          DR. MIEDEMA: Other than -- you mean change the  
18          word administer.

19          MS. SPENCER: Yeah, required to administer.

20          DR. MIEDEMA: You have a suggestion?

21          MS. SPENCER: Required to -- I don't know,  
22          we're required to review them. I don't have a  
23          suggestion. Foster, how about that.

24          DR. MIEDEMA: Foster, I like foster.

25          MS. SPENCER: Okay. Foster.

1 DR. MIEDEMA: I'm good with that.

2 MS. SPENCER: And then 8-5-A.

3 DR. MIEDEMA: They're laughing at me.

4 MS. SPENCER: 8-5-A, the library faculty, we  
5 just -- we don't understand the language here why  
6 it's struck eight consecutive weeks with a non-paid  
7 release time during which the library member will not  
8 be assigned duties or responsibilities by the  
9 supervisor administrator, why is that struck?

10 DR. MIEDEMA: Because if they're released it  
11 just seems like unnecessary language. If they're on  
12 release time, they're on release time. Just like if  
13 you're off contract, you're off contract.

14 MS. SPENCER: Right.

15 DR. MIEDEMA: I just wasn't sure what the  
16 purpose of having that additional language there was.

17 MS. SPENCER: I don't know, we had a discussion  
18 about it would be --

19 DR. MIEDEMA: I know several years ago there  
20 was a concern when this language was first put in  
21 because the supervising administrator for the  
22 librarians is one individual for all the librarians.  
23 Since then they report to there provost and so the  
24 provost would treat them like they treat any other  
25 faculty member and if you're off contract, you're off

1 contract.

2 MS. SPENCER: So, the library faculty on our  
3 campus report to you and then the library faculty on  
4 Titusville report to Phil Simpson and so on?

5 DR. MIEDEMA: Um-hmm. Yeah, it use to be they  
6 all report to Mim (inaudible) who didn't have the  
7 benefit of the interaction of other faculty to see  
8 the differences and so she was approaching her  
9 faculty slightly differently. I don't if any of you  
10 were here during that time. Oh, you were. There was  
11 real concern that there was not consistency. That's  
12 one of reasons we made them now reporting through  
13 their provost so they're treated like any other  
14 faculty.

15 MS. SPENCER: So, Mim is non-supervising  
16 administrator?

17 DR. MIEDEMA: Yes. She's not a supervisor.  
18 She's not their supervising administrator.

19 MS. SPENCER: Okay. 8-5-C-1. When library  
20 faculty is required to work in excess of thirty-five  
21 hours during the week. That's fine. Seventy hours  
22 within two weeks you put in there.

23 DR. MIEDEMA: Yeah, because if there's an  
24 opportunity just to shift your hours, you did forty  
25 this week but you're going to do thirty next week,

1           you're not using release time for this week and  
2           overtime for this week, it should be in the pay  
3           period.

4           MS. SPENCER: Well, I can see the reasoning.  
5           Can we reword that then? I mean, because seventy  
6           hours sounds like you work ten hours this week and  
7           then you work sixty hours. So, there's got to be a  
8           way --

9           DR. MIEDEMA: That was the idea.

10          MS. SPENCER: So, we'll get you some language  
11          that will address your concern.

12          DR. MIEDEMA: Yeah, because that was just for  
13          them for their scheduling purposes, it may make more  
14          sense for her to work (inaudible) one week and do  
15          four days the next week because peoples time off. We  
16          wanted that flexibility.

17          MS. SPENCER: Okay. And then 8-6. You know,  
18          we have a note here and we have -- as a chapter of  
19          UFF, we have been told to keep this language, the  
20          counselor language in there, and we're going to ask  
21          again and make sure that that's what we need to do.  
22          So, I know it comes up and I know -- and I've heard  
23          faculty say why do we need that in there and. Okay.  
24          So, we'll ask again and see what we can do. I mean,  
25          I don't see it's hurting anything but I understand

1 it's there so.

2 DR. MIEDEMA: It's just adds to the link,  
3 that's all.

4 MS. SPENCER: It's what?

5 DR. MIEDEMA: It only adds to the link, that's  
6 all.

7 MS. SPENCER: All right. So, just to let you  
8 know.

9 DR. MIEDEMA: And I don't have problem with it,  
10 I just thought I would throw it out again.

11 MS. SPENCER: We're going to do a little of  
12 that too this time sort of seconds that we have  
13 thrown at you before. Okay.

14 So, 8-7-A, we're fine with that. You just took  
15 it from four to five hours.

16 Question on 8-7-C, three years, just wanted to  
17 know, is that statute, three years we have to keep  
18 the records?

19 DR. MIEDEMA: The reason we put three years in  
20 is for appeals because it's two years from the end of  
21 the semester. So, we're giving -- that third year  
22 just gives us the opportunity to pull that  
23 information back in the case of an appeal.

24 MS. SPENCER: Okay. Thank you.

25 DR. MIEDEMA: That's all.

1 MS. SPENCER: Course and programs. Yeah. All  
2 right. So, 8-7-E. So, the faculty members you added  
3 failure to attend such meetings without prior  
4 approval will be noted on the performance appraisal  
5 and may lead to disciplinary action. I think that's  
6 understood. I mean, that's already on the e-val form  
7 but I wonder -- I just wonder why you -- like is kind  
8 of redundant but. I'm not against redundancy in the  
9 contract, but what is the purpose of that there?

10 DR. MIEDEMA: Just when you say something that  
11 someone has to do with and you don't list a  
12 consequence, you might as well not list that you have  
13 to do something. You can't make something mandatory  
14 without some consequences. So, that was just to  
15 complete the thought. If you want to just address  
16 that through the evaluation, that's fine. It just  
17 makes it sound like it's kind of like a dangling  
18 participle here, we don't have the last part of the  
19 process. But that's -- I mean, that's not, that's  
20 not a sore issue.

21 MS. SPENCER: Yeah, I mean, in general like if  
22 you fail to fulfill your obligations as a faculty  
23 member, there can always be disciplinary consequences  
24 with all due respect. I mean, that's a normal part  
25 of the job, right, if you don't turn in your

1 attendance, if you don't show up to class. Yeah, so.

2 DR. MIEDEMA: We can fix that, that's not a  
3 problem.

4 MS. SPENCER: Yeah. I mean, we don't have a  
5 firm -- we just wanted to know why the change.

6 DR. MIEDEMA: That's for us to try to put in  
7 checks and balances.

8 MS. SPENCER: So, 8-7-G, all full time faculty  
9 members will participate in college approved  
10 committees, community groups and professional  
11 organizations. Why would you -- you put in this  
12 includes but is not limited to committees,  
13 assessments activities. Although, what you said in  
14 the earlier thing when you put that in there but  
15 we're okay -- I mean, if you want to just strike that  
16 sentence, I mean, we're expected to participate in  
17 that or if you want to move the earlier one to.

18 DR. MIEDEMA: Rather than strike too much I  
19 added to clarify, so. We can just strike the second  
20 sentence, that's fine.

21 MS. SPENCER: Okay. Thank you. And 8-7-G,  
22 that's fine. 8-7-H.

23 DR. MIEDEMA: That was just adding that SACS.

24 MS. SPENCER: Yeah, what is that?

25 DR. MIEDEMA: That's the SACS.

1 MS. SPENCER: I was like what is that?

2 DR. MIEDEMA: Just if there's any update to  
3 your resume that every three years we need to  
4 actually sit down with the faculty member and do an  
5 updated resume, which we need for SACS. It just  
6 makes it easier than have to --

7 MS. SPENCER: You needs resumes for SACS?

8 DR. MIEDEMA: From.

9 DR. EARLE: I didn't know that. Can it be a CV  
10 because CV's are a lot easier to generate.

11 DR. MIEDEMA: It just has to show your current  
12 activity. So, whether it's a CV or a resume, I  
13 really don't care what we call it. The format is --  
14 the SACS when they come to do their review of  
15 curriculum of credentials, they usually look to see  
16 what have you done since you've been here at the  
17 college. So, that was -- and last year -- last time  
18 when SACS came we were rushing around to try and get  
19 those that we thought might be questionable and  
20 saying can you quick give us a CV, hey, we've got you  
21 captured, maybe we sit down and do the evaluation,  
22 let's see if there's any update then and then we  
23 don't have to crash you at the end.

24 DR. EARLE: Could we then -- can we change the  
25 verbiage to curriculum vitae?

1 DR. MIEDEMA: Sure, that's fine.

2 DR. EARLE: I think that would be so much  
3 easier.

4 DR. MIEDEMA: That's perfect.

5 MS. SPENCER: Okay. 8-7-1 -- 8-7-I. Well, you  
6 struck the first sentence. So, why don't we just get  
7 rid of the whole thing.

8 DR. MIEDEMA: Yeah, it just is one of --

9 MS. SPENCER: Yeah, it's wishy washy.

10 DR. MIEDEMA: A transitional sentence. Yeah,  
11 I'm fine with that.

12 MS. SPENCER: Okay.

13 DR. MIEDEMA: Because we've already addressed  
14 it three times.

15 MS. SPENCER: Okay. And then 8-7-J, we want to  
16 leave that, faculty members -- yeah, we want to leave  
17 faculty members will attend one graduation. I don't  
18 know, it's already in the base of your contract, I  
19 don't know why that's in there either but when you  
20 provide regalia for us we'd like you to do that.

21 DR. MIEDEMA: We just want to make sure. We  
22 just said upon request because there's only a certain  
23 number, if we need more we need to know how many  
24 are -- we need to order a chair. We're trying to  
25 refresh some of the ones that have been there for

1 years and years and getting a little ratty. So,  
2 we're trying to make sure we have enough available.

3 MS. SPENCER: You changed administration to  
4 college throughout the document, I think we need to  
5 look at those before we go -- before we get any kind  
6 of TA on any of this stuff because each one is a  
7 little different in the circumstances and I don't  
8 know if that -- I mean, I'm just looking at this and  
9 saying you should look at those instead of just like  
10 find and replace. I don't know if that's what you do  
11 but.

12 So, 8-9, Michael and Niko, that's the point  
13 system and we're going to look at that next time, is  
14 that correct?

15 And 8-10 we really need to table until we get  
16 to the load point discussion too.

17 I do want to ask you a question though in our  
18 discussions about the load points that you combine  
19 the combination, the lab and the clinical classes, or  
20 I guess that's -- should that be part of our  
21 discussion when we go look at it.

22 DR. MIEDEMA: Well, it's between contact hours  
23 and it doesn't matter.

24 MS. SPENCER: Okay.

25 DR. MIEDEMA: That's what collapses that. If

1 we don't do contact hours then we still need all  
2 those things.

3 MS. SPENCER: Okay. And then faculty  
4 overloads. So, again, that's -- the changes for most  
5 of those were fine and then in the end here you  
6 put -- I'm sorry, let me give you the article. It's  
7 8-11-C-3. So, you struck that as tendered faculty  
8 member, raises satisfactorily show priority for sixty  
9 load points over all non-tendered faculty on all  
10 campus divisions for an overload assignment during  
11 fall and spring terms. So, sixty overload points.

12 DR. MIEDEMA: Because it's repeated number one.

13 MS. SPENCER: Right, but this is --

14 DR. MIEDEMA: It's already addressed in number  
15 1.

16 MS. SPENCER: Number 1 there.

17 DR. MIEDEMA: It talks about summer term in  
18 number 1 also.

19 MS. SPENCER: Is that what that is? All right.  
20 We'll look at that again. I'm sorry, my notes are  
21 not helping me. I apologize.

22 DR. MIEDEMA: That's okay.

23 MS. SPENCER: And then on 8-12, the science, in  
24 your calculation down there that's a reduction in  
25 these other two.

1 DR. MIEDEMA: That's just an error.

2 MS. SPENCER: That's just an error. Okay.

3 Sorry.

4 Yeah, and I see why you struck this because of  
5 the redundance, is that right, A and B on that same  
6 article?

7 So, this question came up about the substitute  
8 and I wonder if there's something particular that  
9 generated this. Okay. Thank you. The number is  
10 8-12. In the new -- in the old it's D and in the new  
11 it's B. We were looking at this and trying to figure  
12 out what's that about. Now, if a faculty member is  
13 working and they have no sick leave, no personal  
14 leave so they're talking a leave without pay, right.  
15 And then if that happens you get somebody else to  
16 fill in and then they're -- the class is taken from  
17 them is what you're saying right there.

18 DR. MIEDEMA: If they're going to be out for an  
19 extended period of time.

20 MS. SPENCER: Okay. Maybe -- what precipitated  
21 that, like I can't imagine, we were sitting there  
22 scratching our heads going how often does that  
23 happen.

24 DR. MIEDEMA: Well, we do have faculty that end  
25 up with emergency leaves and what we're trying to

1 figure out is the substitute, if we can find an  
2 adjunct who can just take a class over rather than --  
3 I'll give you an example. I have a nursing faculty  
4 who wants to go to China for chemo therapy, she's  
5 going to be gone for sixty days. Do I let her teach  
6 the first month, get a substitute for the sixty days  
7 and then bring her back to class or do I look at  
8 alternate types of stuff for her to do so the  
9 students have one consistent.

10 MS. SPENCER: So, to protect the faculty in  
11 that situation, like if there is extended medical  
12 emergency and they've exhausted their sick leave, can  
13 we qualify that? So, like instead of saying, you  
14 know, you missed two days, I'm going to yank you.

15 DR. MIEDEMA: Oh, no, it's for extended.

16 MS. SPENCER: So we like say extended and we  
17 have some --

18 DR. MARSHALL: Five percent.

19 MS. SPENCER: Right, five percent.

20 DR. MIEDEMA: Absolutely.

21 MS. SPENCER: Some percentage or something.  
22 Yeah, obviously, yeah.

23 MS. FERGUSON: Also remember, anybody out on  
24 extended medical leave they qualify -- they can  
25 qualify for FMLA, Family Medical Leave, and that's

1 twelve weeks.

2 MS. SPENCER: We were trying to figure out  
3 how's that work. So, we can propose some  
4 qualifications on that and send it to you. Okay.  
5 All right.

6 And then -- oh, where were we. Okay. I'm  
7 going through this. The distinction -- oh, staff  
8 too, faculty members accepting an administrative  
9 position. What is that?

10 DR. MIEDEMA: I just changed it to  
11 administrative slash staff because they're not all  
12 administrative positions. I mean, they may be a  
13 director of a department or a program, that's not  
14 considered administration.

15 MS. SPENCER: Okay.

16 DR. MIEDEMA: And that was the only reason for  
17 that clarification.

18 MS. SPENCER: So, there's no -- in 8-14-B-2,  
19 this concerns tenured faculty who take a position in  
20 the administration or staff as you would have it,  
21 right? And then you have taken away -- this is  
22 really proposing to take away their tenure in this  
23 article in 2. So, the language originally said  
24 nothing contained in this agreement grants the right  
25 to any administrative assignment. The decision as to

1           whether a tenured faculty member voluntary returns to  
2           faculty status within the period provided on this  
3           paragraph and retains his or her continued contract  
4           status and then you put will be determined by mutual  
5           content with the supervising administrator where  
6           before it said it was at the sole discretion of the  
7           faculty member. So, that's taking away a property  
8           right. The course of recognized tenure is a property  
9           right and that's something -- I mean, I don't how  
10          many faculty -- we've had maybe two or three that  
11          have gone to administration and come back and we  
12          just -- I can't -- we can't support that. If we can  
13          keep that the way it is, we prefer to do that. Keep  
14          the language so it's at the discretion of the faculty  
15          member rather than the administration coming and  
16          saying no, you're not going back to a tenured status.

17                 DR. MIEDEMA: What if a person who has not done  
18                 a good job and she wanted to go back into a faculty  
19                 role. That's why, you know, sole discretion of the  
20                 faculty member you got someone who hasn't done well  
21                 do you want them back.

22                 MS. SPENCER: Why would you want them in  
23                 administration if they won't -- well, how would they  
24                 get to administration in the first place if they.

25                 DR. MIEDEMA: That's the thought behind it.

1 MS. SPENCER: Okay.

2 DR. MIEDEMA: And again, that's something we  
3 can talk about. That was the discussion behind is to  
4 try and not automatically put bad people back in  
5 control, which none of us want to do.

6 MS. SPENCER: Well, the way it's been explained  
7 and the way I understood is that that's a property  
8 right that's been held up in court cases for a long  
9 time so. Whether you return them to whatever  
10 position you return them to, they're supposed to  
11 retain that tenure. You shouldn't put them back on.  
12 Anyway. But we can talk about that further.

13 Okay. And then --

14 MR. PARKER: I think that's a mechanical  
15 process as how they transition into a new  
16 classification and, you know, if it's a separation  
17 and a rehire into a position. In other words,  
18 they're trying to save the person because they have a  
19 lot of redeeming qualities, but it's somebody that  
20 may not be appropriate in the classroom. They have a  
21 family, they have children, they're on the verge of  
22 losing their position and you want to try to -- but  
23 because they're very good at certain things and a  
24 good fit for a staff position, you want to try to  
25 offer them something that may work and -- but

1           everybody would agree in the room that they probably  
2           shouldn't be back in the classroom.

3           Again, that's a rare situation. Is it rare in  
4           and of itself. But if you pull it off the table and  
5           don't allow it to happen, then basically you're just  
6           pulling the ability to help somebody get plugged into  
7           a staff position that may have twenty-two years here  
8           and so that's -- it's just basically trying to give a  
9           little bit of flexibility so we can help people in  
10          those situations.

11          DR. MIEDEMA: That's the reason too for staff  
12          and not just administration for someone like that we  
13          may not (inaudible) we may let them work in a staff  
14          role.

15          MS. FERGUSON: We actually have had that  
16          situation.

17          DR. MIEDEMA: So, the wording may not be  
18          appropriate but that's the intent that we want to put  
19          into the language.

20          MS. SPENCER: I don't know. I mean, I don't  
21          know how somebody would get tenure but maybe -- it  
22          probably happened I'm sure. So, we can -- but we  
23          have to revisit all these, that helps me understand,  
24          some understanding of where you're coming from.

25          And then the non-tenured faculty. Do we have

1 any non-tenured -- I know we have the language in  
2 here but do we have any non-tenured faculty that  
3 transitioned into administration?

4 DR. MIEDEMA: (Shakes head.)

5 MS. SPENCER: And then in that C-2 you struck  
6 language that -- I don't know, we read that as  
7 something that protects you but. The administration,  
8 right, the right to a future administrative  
9 assignment if the non-tenured faculty member does not  
10 return to faculty status under this paragraph in  
11 order to guarantee them an offer of annual contract  
12 or continuing contract if the faculty. It just seems  
13 to me like that says they're not guaranteed anything  
14 because they're not tenured, they're on annual  
15 contract, but I thought that protected you. I don't  
16 have a problem striking it but. Am I misreading  
17 that? Am I?

18 A question too for clarification, in 8-14,  
19 we're still on 14-D, B-D, 14-B-D. Plus any COLA.  
20 Can you do that?

21 DR. MIEDEMA: Yes, HR said yes and we thought  
22 that was important to mention. Have they been given  
23 any cost of living increase while the time that  
24 they've been there, they keep it.

25 MS. SPENCER: Okay. And then I see some of

1       this like we also will give you clarification in the  
2       department chair language, we'll break that down for  
3       you and send that language to you. I want to do that  
4       because that's a big mangled paragraph there.

5               And then program coordinators, 8-1-7, campus  
6       coordinators, you should probably make that  
7       consistent like so that the language of this being  
8       advertised every two years. We'll look at that.  
9       That change should have been made the first time  
10      there.

11             Where you have 8-2-1-D, substitute teaching,  
12      this is also tied up in the discussion of going from  
13      contact hours to points because right now faculty who  
14      substitute get paid Twenty-five Dollars an hour, is  
15      that right? I think that's right. So, we were going  
16      what does that mean. We'll look at that. We had a  
17      question on why that's changed.

18             Okay. So, may I make a suggestion? As far as  
19      making this time useful, if we could caucus for about  
20      thirty minutes, maybe we could pull out sections  
21      where we see -- since you didn't have any examples,  
22      maybe we could pull those out and say -- and we'll  
23      get those to you. Maybe we can settle this a bit  
24      today if we can -- maybe we can find some examples  
25      that would support your -- or show where the problems

1 are. I don't really see any. Maybe Niko has some  
2 insight into that but if we can caucus for thirty  
3 minutes.

4 Is there anything else? We -- yeah, can we do  
5 that, we'll caucus for thirty minutes. We can move  
6 to another room. We don't mind moving. We'll move  
7 to another room, that's okay. There's 219 over  
8 there, right?

9 Is there anything else on the team over here,  
10 issues that you wants, Robert and Niko and Harold, we  
11 should address before we caucus? So, I just want to  
12 make sure that we do our best to get these addressed  
13 today. So, we'll take a look and maybe even you can  
14 take a look too and come back and address that. So,  
15 we'll do it, thirty minutes.

16 MR. PARKER: Lynn, as you go in to caucus, I  
17 just wanted to say one thing. Sometimes when you  
18 talk about language like one of the things you're  
19 going to tackle now, it sometimes come off as  
20 offensive when you start to lay, you know, a very low  
21 expectation on a very high level group of people,  
22 high performing group of people, and nobody disputes  
23 the success of this college is due to faculty and the  
24 fact that -- and that is why -- we're here primarily  
25 for our students but we know why we're successful is

1       because we're a faculty, no one disputes that, but in  
2       every profession, and definitely in my old profession  
3       and I'm a big defender of police officer, but in  
4       every profession we sometimes have to set certain  
5       types of protections in our collective bargaining  
6       agreements to guard against the lowest common  
7       denominator that would drag us all down from a  
8       credibility sense.

9               And really what we're really concerned about  
10       here is that our students, and that's really what  
11       this is all about, get everything that they have  
12       coming to them and that there is occasionally, I  
13       mean, if everybody that was here was of the quality  
14       of people that are in this room, I mean a hundred  
15       percent, we wouldn't be talking about any language  
16       changes, you know, like that, but occasionally you  
17       have to set some type of -- just so that it allows  
18       people to understand it. You're not trying to take  
19       the discretion from the high performers who are  
20       mostly everybody here but you're trying to make sure  
21       that those that would take advantage of vague  
22       language and do and put the students in a position  
23       where they're not getting the service that they  
24       deserve, that doesn't happen and that's the intent I  
25       think is we're trying to create something that makes

1 sense. So, as you caucus you might be able to come  
2 up with something better, but that's the desire is to  
3 say if there was a back up member out there that took  
4 the vagueness of the language and was not delivering  
5 what you expect people should be getting here, how  
6 can you create some language that would stop that  
7 from happening.

8 MS. SPENCER: We agree with that. I mean,  
9 we're both -- we're on board with that and what you  
10 said. I understand and I appreciate that and in the  
11 professional standards we don't want faculty members  
12 who are not going to be meeting the benchmarks for  
13 excellence and performing and meeting the needs of  
14 our students, we don't want that.

15 So, I mean, we're in agreement with that. I  
16 think we see eye-to-eye as far as where that is but  
17 again it's just again the language. So, we'll work  
18 on that then, absolutely.

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

21 MS. SPENCER: We met and actually Niko and  
22 Michael have something I think that would be useful,  
23 some language that will help clarify some of the  
24 points system that we use now and I'm going to let  
25 Niko, if that's all right with you, explain, and then

1 we have this for you so you can take and -- you can  
2 make copies?

3 MR. ZACKS: I'll do that.

4 MS. SPENCER: I'm going to let them explain it  
5 because they did the research.

6 MR. KOUKOS: We want to do the same thing  
7 you're proposing because obviously there is an issue  
8 between credit hours and contact hours. Somewhere  
9 along the line there's being a miscommunication  
10 between being paid for credit versus contact hours  
11 and when in all reality we are paid on the contact  
12 hours of the course. We're not paid hourly, we're  
13 paid on the contact hours of the course. So, what I  
14 did is I put it together to show how -- because we  
15 need to keep the points system, we need there to be a  
16 clear delineation between paid hourly and being paid  
17 for contact hours, but all we have to do is take the  
18 total contact hours that are an instructor teaches in  
19 that semester, divide by sixteen, multiply times ten  
20 and it will come out to the correct amount of points.

21 IE-ENC 1101, which is our normal English class  
22 if you look it up in the electronic course repository  
23 which so happens we've been using WHIZ and the  
24 electronic course repository has the total contact  
25 hours for every course we teach. If we ignore the

1 fact that it's a lecture course and ignore the fact  
2 that it has credits attached to it, just look at the  
3 forty-eight contact hours, forty-eight divided by  
4 sixteen times ten comes out to thirty points and  
5 that's where the whole credit thing came from is that  
6 all lecture courses happen to come out to where they  
7 were worth one credit equals ten points. So, I think  
8 what we need to do is we need to move away from  
9 viewing things as credits even if it is a traditional  
10 lecture course because that is going to help clear up  
11 the delineation between whether it's a lecture or  
12 contact hour course.

13 One of the courses I believe that Dr. Miedema  
14 was referring to earlier in the conversation about  
15 some faculty that were upset would have been an  
16 automotive class. So, I put on here the  
17 automotive -- number eleven, combination courses,  
18 this is the automotive assister one, it also helps  
19 out the people in the automotive area because they  
20 don't teach a traditional sixteen week course. He  
21 may teach automotive assister one in the first four  
22 weeks and then assister two and then he'll do engine  
23 mechanics and then he'll do AC. So, it's one class  
24 at a time but he does it in three or four weeks.  
25 Once again, if we use the point system and use it

1       correctly, it doesn't matter. We take the total  
2       number of hours he teaches in that semester. It  
3       doesn't matter when the course actually is. It  
4       doesn't matter if it's a two week course, four week  
5       course, sixteen week course, the total contact hours  
6       which are listed in the electronic course repository  
7       never change, those always stay the same.

8                So, the AERC which is a combined course which  
9       is another course that we have issues with because a  
10      certain number of those contact hours are lecture and  
11      a certain number of the contact hours are lab. Who  
12      cares. It doesn't matter. The instructor's with the  
13      students a total of full one hundred and fifty  
14      contact hours. So, you do one fifty divided by  
15      sixteen times ten comes out to 93.75.

16              So, I think we're not on the same -- different  
17      sides of the same boat here, we're trying to get to  
18      the same area. Getting rid of the credit hours,  
19      sorry, I'm from the south, getting rid of the credit  
20      hours mainly under the lecture portion I think is  
21      going to help facilitate the change that we want to  
22      make using the point system that's already set up in  
23      our electronic repository because they've already  
24      been written and established how many contact hours  
25      we should see the students in that said class.

1           Now, obviously there is some issues with this  
2           and there always are going to be and you just need to  
3           stay outside. The applied music because it's  
4           directly related to a one-on-one instruction of  
5           students, and I think Dr. Lamb's happy with what's in  
6           the contract, so we're good there. Independent study  
7           which we need to look at as a separate issue because  
8           once again you don't see a student for a delineated  
9           number of contact hours, you may see one student or  
10          three or four students at the same time for that  
11          class.

12           DR. MIEDEMA: And some instructors record.

13           MR. KOUKOS: The faculty of record by itself is  
14          completely different as well because faculty of  
15          record for a course doesn't necessarily mean you're  
16          going to actually teach anything, you are just  
17          recording like in EMS we do for our clinical courses.  
18          I'm faculty of record, I don't actually teach the  
19          clinicals, that's what our clinical instructors do.

20           So, I think we're trying to get to the same  
21          area here, we just need to figure out what's going to  
22          go in the contract and make it work so that both  
23          sides are happy but at the end of the day if we take  
24          an instructor's total number of contact hours in a  
25          major semester or a minor semester, it doesn't

1 matter, take those total number of hours, divide by  
2 sixteen times ten, that would give us the points and  
3 we can translate that into every single class like is  
4 done here where we take the credits and if you do the  
5 math it's going to come out to points because we  
6 don't want to get rid of points because that gives us  
7 a clear delineation that we are not paid hourly,  
8 we're paid based on contact hours, or the contact  
9 hours of the course. Anybody have any questions?  
10 It's basically the same thing, we're just -- we had  
11 some questions and I want to make sure everybody is  
12 clarifying it and, you know, doing it this way,  
13 doesn't matter if its lecture or lab, PSAB, it  
14 doesn't matter because we're doing it.

15 DR. MIEDEMA: So, we would just keep the  
16 language in the contract that says number of points  
17 by our calculations are all going to be based on  
18 these contact hours.

19 MR. KOUKOS: Correct, where it said one lecture  
20 credit hour equals ten points, we might need to  
21 change that to where it says, what is it, sixteen  
22 lecture contact hours equals ten points because  
23 that's what it works out to be. If we want to break  
24 it down to the smallest of the function, every  
25 sixteen contact hours equals ten points and that's

1           how you come out to a three credit class being worth  
2           thirty points.

3           So, if we do that, then we -- and we change  
4           also the load sheet that we use to formulate it  
5           because instead of having a bunch of different  
6           categories everything would be base on the contact  
7           hours which I think will make it easier for the  
8           administrative people who put in the pay to make sure  
9           everybody is getting paid.

10           DR. MIEDEMA: What we're trying to get at was a  
11           system where when you sign up for the course, the  
12           calculation is done and there's not a need for  
13           additional load sheets and forms to be put in, that's  
14           what we're trying to get. It's going to take us a  
15           while to get there, that's why we need a common  
16           definition. That's exactly what we're trying to do  
17           here. My goal would be that IT is able to take this  
18           information, build it into the system and that  
19           becomes the pay so it's not going through three  
20           thousand different people.

21           We have EPAF system currently that we do that  
22           with adjuncts. It's an electronic approval. We took  
23           a lake, make sure it doesn't look like it's really  
24           screwy and it moves on and it moves on and it moves  
25           on. Right now what happens with these forms is even

1 after the administrative support has done it, it's  
2 been reviewed by the department chair or the dean and  
3 goes to the associate provost or the provost and it  
4 goes to HR, they look at it and say this looks funny,  
5 they ship it to me.

6 MS. FERGUSON: And there's this stack up to  
7 (indicating).

8 DR. MIEDEMA: And there's a whole stack of them  
9 and to try and get these in in a timely basis to  
10 start paying faculty, the load has been a huge  
11 problem. And especially if they then have to send  
12 them to me being in Viera, I might get them two or  
13 three days later from the last person who looked at  
14 it and I'm looking at it and going wait a second,  
15 this doesn't make sense, pick up phone and I say this  
16 doesn't make sense to me, can you go back and check  
17 to see what we were doing here and we're delaying it  
18 even further. So, we need a common definition so we  
19 can move these things forward and I don't have this  
20 huge stack that keeps coming to my desk sometimes  
21 five and six weeks into the semester if people are  
22 still questioning something and that's why we have to  
23 get a common definition. If we're agreeable to this  
24 formula, which is what I did here, I'm okay with  
25 leaving it that way and not addressing credits or

1 contact at all other than to say this is the  
2 calculation.

3 MS. SPENCER: And then the goal is you'll put  
4 that in Banner except for --

5 MR. MOATS: I was just going to say, I think if  
6 you recall six years or so ago, that was -- our  
7 expectation was that within a year IT would simply  
8 have a field for every course and in fact the form  
9 was theoretically a stock cap because there were some  
10 things. I mean, obviously lectures and labs we have  
11 standard definitions or standard ratios of contact  
12 and credit. Where the real big rub came was in those  
13 things like clinicals where there is no standard but  
14 for a given course for, you know, a particular  
15 nursing clinical or particular EMS clinical, you  
16 know, my thought was that would be calculated in that  
17 first year after the point system went into effect,  
18 it would be calculated based on the reality of what  
19 was happening, a document like this would in fact be  
20 created with the contact hours and then --

21 DR. MIEDEMA: How many years ago did we start  
22 with this.

23 MR. MOATS: Betsy would plug it all into the  
24 computer and nobody ever has to calculate a point  
25 ever again unless you create a brand spanking new

1 course or modify one. Then one time you do the  
2 calculation, you plug it in and the computer just  
3 says that course is this many points and it doesn't  
4 matter if it's a full time faculty or an adjunct.  
5 The course is worth this many points and that's how  
6 it gets paid.

7 DR. MIEDEMA: And initially we were told by our  
8 IT people that there wasn't a mechanism within our  
9 version of Banner to be able to support that, but I  
10 think they have finally come to the conclusion that  
11 they can do this and if they come to this. How many  
12 years ago, Nick, you were part of that, you were part  
13 of that that did the work on this and finally I took  
14 what everybody had given us and let me just finish it  
15 up and send it back out. Where I had questions I  
16 called up people, I could call Dr. Lamb and say does  
17 this make sense because there was no way we're going  
18 to finally get to this point.

19 MR. MOATS: And even in those rare exceptions  
20 with maybe independent study or some of Dr. Lamb's  
21 music things where the number of students becomes an  
22 issue, I mean, again the point system had student  
23 built into it so you could apply that properly.

24 DR. MIEDEMA: And some of those would probably  
25 continue to do manually at least initially while

1 we're checking the accuracy of the system to make  
2 sure we don't have any glitches. And we will have  
3 glitches so please bear with me as we initiate this.  
4 There probably will be some glitches and we'll  
5 address those as quickly as we can as those things  
6 that are identified so we can modify the system, but  
7 that's where we were trying to go with this. So, I  
8 don't have a problem with not addressing it as  
9 contact hours but to address it as points. Does that  
10 help our discussion?

11 MS. SPENCER: Yes. Dr. Miedema, thank you.

12 DR. MIEDEMA: I'll go through that and draft  
13 it. Do you want me to send it to you and you send to  
14 Nick or do you want me to send it?

15 MS. SPENCER: We can do that, yeah. We should  
16 communicate through e-mail.

17 DR. MIEDEMA: I'll e-mail it to you.

18 MS. SPENCER: And we'll reply with the language  
19 we said we would follow through with.

20 DR. LAMB: And that's the sigh of relief that  
21 went across all the department chairs.

22 MS. SPENCER: The transcript -- just a point of  
23 particulars. The transcript of this proceeding is  
24 available, how long does it usually take?

25 THE COURT REPORTER: Seven to ten days.

1 MS. SPENCER: Seven to ten days. We have --  
2 so, that's great because it didn't look like we were  
3 going to get done today.

4 So, what we have left is we have a number --  
5 you have proposed a number of things in the other  
6 articles. Article 6 there's some minor things that  
7 we want to address but we'll do that at the table  
8 next week.

9 DR. MIEDEMA: Next week on the 6th?

10 MS. SPENCER: Or two weeks, yeah. So, in terms  
11 of the major piece that we have to address from our  
12 perspective, we both agree we want to talk about  
13 Article 14.

14 So, in terms of budget discussions, and we  
15 talked to Rich Laird and we talked to you, what are  
16 we -- in order to get to work on something for us to  
17 propose language and try to address the concerns that  
18 are unit members are dealing with, what are you  
19 looking at as far as ballpark figures? Have you  
20 discussed salary increases?

21 DR. MIEDEMA: We have not talked about anything  
22 related to salary or budget yet because we have not  
23 heard anything legislatively what they're going to do  
24 with our funding.

25 As I mentioned last meeting, they're talking

1 about performance based funding and the way that is  
2 set up currently, which is subject to major changes,  
3 is they want to add Sixty Million Dollars total to  
4 base funding but first they're going to take Thirty  
5 Million away and you have to earn back to base, then  
6 those high performings will actually get a little bit  
7 more. We don't know what's going to happen with that  
8 yet. Legislative session starts March 1st and  
9 hopefully we'll get some idea very quickly after that  
10 where the legislature is going with that process.

11 MS. SPENCER: They started, yeah, the Monday.

12 DR. MIEDEMA: So, hopefully we'll have some  
13 indication from lobbyists and people in Tallahassee  
14 where they're looking at these things because I  
15 honestly don't know. I'm on a task force that is all  
16 over the map. Everyone is vying for those  
17 performance measures that benefit their college and  
18 not just benefit the system as a whole. So,  
19 legislature will do what they're going to do.

20 MS. SPENCER: On that topic, do you want to  
21 send me an e-mail with the spreadsheet from the  
22 bargaining unit membership?

23 MS. FERGUSON: Um-hmm.

24 MS. SPENCER: We wanted it in a spreadsheet  
25 format so that we could begin to do calculations as

1 far as years of service and base salary and those  
2 things. You sent it as a PDF and I think last time  
3 you said it wasn't an issue getting a spreadsheet  
4 with that information.

5 MS. FERGUSON: Yeah, send me an e-mail.

6 MS. SPENCER: Okay. I'll send you an e-mail.

7 MS. FERGUSON: Okay.

8 DR. MIEDEMA: So, the bottom line is I don't  
9 know. We do have some comparative information on  
10 colleges and I'm sure you have access to the same  
11 reports. So, if there's anything that you were  
12 looking at particularly, I would like to look at it  
13 in terms of whole compensation package rather than  
14 piecemeal it because then we know what the bottom  
15 dollar amount is that we can see how we can fund, how  
16 we can budget into it.

17 I do know that Dr. Richey is committed to the  
18 fact that we need to be as fair and equitable to our  
19 faculty as we can be because we know that that is why  
20 we're successful and we want to be supportive of our  
21 faculty. He also is a business man and likes to try  
22 and balance the budget and our current budget, we're  
23 actually behind a little bit. That's something that  
24 wheel deal with administratively to get us back on  
25 line which we'll look at some cost economies that we

1 can initiate right now for the rest of year. But I  
2 don't know what's going to happen legislatively. I  
3 don't know where we're going to be with the budget,  
4 but if you have an idea where you think you'd like to  
5 start from, I can have them start to run some  
6 scenarios to see what it would take for us to get to  
7 those levels.

8 MS. SPENCER: Okay. We'll do that and we'll  
9 present that next time.

10 DR. MIEDEMA: I'd appreciate that because that  
11 just gives us that opportunity to look and see.

12 MS. SPENCER: So, next time we meet we're going  
13 to have address Article 8 and see if we can clean up  
14 the bits and pieces and then we'll present you with a  
15 compensation schedule.

16 DR. MIEDEMA: Yeah, there's going to be some  
17 things that we want to do.

18 MS. SPENCER: I mean, there are other things  
19 which we'll clean up in the meantime but I think the  
20 big things were the point system that you want to get  
21 down and then the compensation, so.

22 DR. MIEDEMA: That was my big one.

23 MS. SPENCER: And in your own documents, I  
24 mean, the faculty (inaudible) contract cycle but it  
25 was taken beforehand and given with the other. You

1 understand -- and you know that with the retirement  
2 contributions. And according to your own discussion  
3 analysis, I mean, you're putting cost of living  
4 inflation at three percent. So, I mean, there's been  
5 erosion of faculty as I'm sure you know.

6 And the other thing is that in looking at the  
7 bargaining unit membership, I don't know the numbers  
8 right off the top of my head but a big section of our  
9 faculty are less than ten years of service. So,  
10 they're in that bit where they're making Forty  
11 Thousand and they really haven't moved much in a  
12 while. So, that's a concern, you know, that and  
13 faculty salary, starting salary which I think would  
14 be a shared concern in order to keep the college  
15 competitive so. But compression issues and starting  
16 salary and something to base the rest of the faculty.  
17 We'll work on some proposals for you and have that.

18 DR. MIEDEMA: If you remember, several years  
19 ago (inaudible) compensation, I think it was the  
20 contract prior to this one when I -- the first time I  
21 was being the spokesperson and I got -- we had our  
22 budgets to what we could afford, I came and I said  
23 here's the budget, this is how much you can spend,  
24 figure out what you want to do with it and I'm okay  
25 with that because you should be able to do that, I

1 just don't have that to give it to you.

2 MS. SPENCER: Okay. I appreciate that.

3 DR. MIEDEMA: That's what I said, I said I'm  
4 not a negotiator, here's the dollar amount, figure  
5 out what you want to do with it.

6 MS. SPENCER: One other question I have like  
7 are you amenable to allow -- I mean, I know this  
8 doesn't sound like it's going to go over but like the  
9 faculty be flexible in bank credit or banked out  
10 points so that -- is there a benefit to the college  
11 to having a full time faculty member work the summer  
12 session. You kind of have that in the contract  
13 already, but are you open to that so you assign  
14 somebody full time and they wouldn't fall off or.

15 DR. MIEDEMA: We did currently with nursing. I  
16 have faculty that teach fall and summer, I have  
17 faculty that teach spring and summer because our  
18 program runs twelve months a year and then they get  
19 part of or all of another term off depending where  
20 their workload puts them. So, yes, it's just hard to  
21 figure that out from HR perspective where the  
22 contract starts and what causes the confusion is the  
23 very first time you start that, if my contract  
24 starts -- our fiscal year starts July 1, the new  
25 contract starts when you return in August and I'm not

1 working until spring term, what do I get paid the  
2 first year? Do I have hope? By the time you get to  
3 the next year it's caught up with itself, but that  
4 first year because you're not getting your payment  
5 until or do we pay you? And what we had done in the  
6 past was some faculty actually started to get paid in  
7 that fall term even though they don't start until  
8 eight weeks in and then they don't come, they don't  
9 start, we've tried to get money back from them. So,  
10 language that tells us how we transition so that  
11 they're getting paid as they work, I'm all for it.

12 MS. SPENCER: Okay. And there are other things  
13 that we have to address but that's one of them. Is  
14 that it for you?

15 DR. MIEDEMA: That works for me. One thing  
16 before we stop, you guys said you wanted to take a  
17 look at like department chair, that language and  
18 stuff.

19 MS. SPENCER: Yeah.

20 DR. MIEDEMA: We had a couple questions that  
21 we'd like you to look at when you look at it.

22 MS. HANDFIELD: When I'm reading this, and  
23 it's on page 46, so that 8-15-B, one says I put out  
24 the notice to the faculty in March, it says then I'm  
25 to inform everyone by April 15th. So, there's no

1 real breakdown for me. Okay. Once I send out the  
2 notice, then how long am I getting applications back,  
3 typing and then a period time then that's going to  
4 allow for the interviews and then.

5 DR. MIEDEMA: That should be for all the  
6 categories.

7 MS. SPENCER: Yeah, it should be, yeah.

8 MS. HANDFIELD: And then we talked about there  
9 was one change that -- did we want to go back to  
10 that?

11 DR. MIEDEMA: Oh, yeah. The question was -- go  
12 ahead, explain it.

13 MS. HANDFIELD: Okay. I think it's the next  
14 to the last sentence. It's after two successive  
15 terms there are no other candidates, the department  
16 chair may serve an additional year, we think it  
17 should go back to term.

18 MS. SPENCER: Okay.

19 MS. HANDFIELD: It was term.

20 DR. MIEDEMA: And it was term and I was  
21 thinking term as a semester. Now, I know we got at  
22 least a year.

23 MS. SPENCER: Oh, oh, all right, calender year.

24 DR. MIEDEMA: So, I say get rid of the year, go  
25 back to term which is what we had before. I was just

1 thinking semester and going no, we don't want someone  
2 just for one semester.

3 DR. MARSHALL: Can I ask for some clarification  
4 on the same page of what you're on. With the  
5 department chairs, is the problem of everybody  
6 rolling off and on to the same time going to solve  
7 itself or are going to always have that?

8 MS. HANDFIELD: Well, it's possible that we  
9 will just speaking from Melbourne because right now  
10 all of ours are up.

11 DR. MARSHALL: Would you like us to maybe work  
12 on some language which would stagger those the next  
13 time around?

14 MS. HANDFIELD: And it's possible it may  
15 because there may be some months someone has elected  
16 to not go in for the second term. So, hers will be  
17 up but if she stayed then I would have had at least  
18 one. And (inaudible) with the Bachelor program will  
19 be completing her first term.

20 DR. MARSHALL: So, do you want us to put some  
21 language there?

22 MS. HANDFIELD: So, something like that,  
23 that's fine.

24 And also under number E where it says BC's will  
25 be scheduled for making a thirty-five hour work week,

1 it may be required by the supervising administrator  
2 to work up to four additional days. So, it's not  
3 required that they work those extra four days, just  
4 may be required.

5 MS. SPENCER: That's what's in there now,  
6 right?

7 MS. HANDFIELD: No.

8 MS. SPENCER: It says 5. Are you looking at  
9 Dr. Miedema's?

10 DR. LAMB: What's in there?

11 MS. HANDFIELD: I just added by the  
12 supervising administrator.

13 DR. MIEDEMA: That was the language she  
14 suggested.

15 MS. SPENCER: Okay. Got it. I appreciate  
16 that.

17 MS. HANDFIELD: Then at the top of page 41  
18 where it says 8-11-C-1. So, in that first sentence  
19 it says full time faculty related satisfactory shall  
20 have priority for ninety-six load points over all  
21 part time faculty members and all campuses. So, just  
22 changing that to plural. For an overload assignment  
23 during the following spring terms and one hundred and  
24 ninety-two overload points.

25 DR. MIEDEMA: Change all that to points. We'll

1 get this right one of these days. No matter how many  
2 you read something, you're going to miss something.

3 I was teasing a faculty member today, she cc'd  
4 me an e-mail that she's to a bunch people and instead  
5 of saying hello she said hell. I said is there  
6 something Freudian about what you're trying to tell  
7 us.

8 MS. SPENCER: So, we'll meet March 5th then.

9 Thank you.

10 (Thereupon, the meeting was concluded at 4:05  
11 p.m.)

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STATE OF FLORIDA )  
( SS:  
COUNTY OF BREVARD)

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

DATED this 25th day of February, 2015.

\_\_\_\_\_  
JILL CASEY  
Court Reporter