

TRANSCRIPT OF THE  
UNITED FACULTY OF FLORIDA  
NEGOTIATION MEETING

March 5th, 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 5th day of March, 2015, commencing  
at 2:00 p.m.

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RYAN REPORTING  
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1 DR. MIEDEMA: Okay. It is now officially 2:00  
2 o'clock, I'd like to go ahead get started. Sandy  
3 Hanfield will not be here today because her husband  
4 had to be out of town. And Jack Parker will not be  
5 here today either because he's had a death in the  
6 family. So -- and Tony Akers is running late. So,  
7 we'll start with Darla and I.

8 MS. SPENCER: And Niko has a sick child I  
9 understand and Robert is travelling. You told me.

10 MS. FERGUSON: Yeah.

11 DR. MIEDEMA: So, I passed had out just a brief  
12 agenda just to kind of keep us on track. If that's  
13 acceptable, then we can proceed. If you want to make  
14 any changes to the agenda, let's go ahead and do that  
15 now.

16 MS. SPENCER: That looks fine.

17 DR. MIEDEMA: The first item on there is  
18 proposed language changes concerning the points and  
19 what I did after our last conversation two weeks ago  
20 is I went through the whole contract and anywhere  
21 where it made a reference to release time or points,  
22 I made sure everything was consistent in the language  
23 and I sent that to Lynn earlier in the week.

24 MS. SPENCER: Right.

25 DR. MIEDEMA: So, were there any issues with

1           that? I know that article -- changing the Article 8  
2           will hold until we do the discussion on Article 8,  
3           but there any other issues, discussions with any of  
4           these others?

5           MS. SPENCER: We'll go through them when we go  
6           through the articles but it looks fine from there.  
7           Like changing in the article sixteen points instead  
8           of three credits.

9           DR. MIEDEMA: Yes. The reason I ask that  
10          question is I've already sent the template that we  
11          developed to Betsy Wetsell in IT to start the  
12          development process to get this put into the system  
13          and I wanted to make sure I didn't have to pull it.

14          MS. SPENCER: That's great.

15          DR. MIEDEMA: So, which would you like to  
16          address first?

17          MS. SPENCER: So, that's --

18          DR. MIEDEMA: That is the template.

19          MS. SPENCER: We off of item number 1 then.

20          DR. MIEDEMA: Yes.

21          MS. SPENCER: Do you want to review Article 8?  
22          We sent you -- Debra Marshall and I sat down, Debra  
23          made me sit down, and we went through and we  
24          reorganized -- most of it's reorganized taking the  
25          language and collating it in a way that makes sense

1 and then there are some minor things in there, I  
2 think they're highlighted, but we should go through  
3 the article and make sure that everything's  
4 consistent. If you have any comments on it right  
5 now. Is it all right if we go through it together or  
6 would you like to -- how would you like to handle  
7 that?

8 DR. MIEDEMA: No, we can go through it  
9 together, I don't have a problem with that. I do  
10 have some questions as we go through.

11 MS. SPENCER: Okay. Okay. Debra, you want --  
12 so, the table of contents is linked now, hyperlinked  
13 and formatting we stripped out and the reason we did  
14 that is because there was so many comments and so  
15 many letters to strike, it became so unwieldy so.  
16 The idea was to make it a little cleaner and see what  
17 we have, so. We can go through that.

18 Faculty duties and responsibilities, we  
19 organized the intents, contract length.  
20 Responsibilities, we organized a lot of language in  
21 there that were in different places and put that  
22 under faculty responsibilities.

23 DR. MARSHALL: You want me to go back?

24 MS. SPENCER: No, that's good. We can go  
25 through it. So, that is not -- that's language that

1 was in the articles elsewhere, right? I mean, the  
2 main intent is still there. So, professional duties  
3 and responsibilities are comprised of scheduled as  
4 well as non-scheduled activities. So, that's  
5 language that's been in the article, it's nothing  
6 new.

7 DR. MIEDEMA: Well, I did -- what I sent to you  
8 originally I asked to change the board to  
9 administration of college.

10 MS. SPENCER: Yeah.

11 DR. MIEDEMA: Because that's really who does  
12 the operational, and the reason for that is the SACS  
13 COC requirement in trying to keep administration and  
14 board policy governance separate from operations and  
15 that's a SACS requirement and when you say that they  
16 are going to be doing this, they're not going to be  
17 doing it, they're saying policy. We're the ones  
18 doing it.

19 MS. SPENCER: So administration instead?

20 DR. MIEDEMA: Yes, um-hmm.

21 MS. SPENCER: Okay.

22 DR. MIEDEMA: And that's the only reason for  
23 making that claimer. The contract is still with the  
24 board because they do policy but operationally they  
25 have delegated operations to their president and so

1           that's why I just wanted to make that change. That's  
2           just a minor change that periodically it occurs  
3           throughout the contract. And knowing that one of our  
4           sister universities got into trouble not too long ago  
5           for board becoming too close to operations, we wanted  
6           to make sure that we're not following suit.

7           MS. SPENCER: Okay. That sounds reasonable  
8           there.

9           DR. MARSHALL: Do you want me to make that  
10          change?

11          MS. SPENCER: Yeah, let's make it. Okay. And  
12          then you had in the original proposed changes to the  
13          faculty contract link and we have not included any of  
14          that there. We did make a change to the sixteen  
15          further down, the four in service days and one day  
16          for commencement and then we kept the point language  
17          there and so this section rolls in the contract  
18          lengths for the different types of contracts, for  
19          instructional faculty, library faculty, that's in  
20          there.

21          DR. MIEDEMA: My concern and the reason I had  
22          asked for actually creating the different categories  
23          under the contracts is because of the extended  
24          contract. The extended contract causes a lot of  
25          confusion within certain areas. So, I'd like to keep

1 the extended contract to be solely in the domain of  
2 the librarians. If we have other faculty that need  
3 an extension for their contract because they're  
4 teaching nursing or whatever else they might be  
5 teaching, we can do that as a supplemental and paying  
6 them exactly the same way as we currently are paying  
7 them. It just makes it easier.

8 The issue that comes up with the extended  
9 contract is while the first two weeks of summer are  
10 Fridays included. Does that include their work time.  
11 They get paid a daily rate whether they're teaching  
12 one class or five classes that particular day, how do  
13 we make sure we're doing it equitably and it goes  
14 back to the same situation we talked about before, it  
15 becomes a very manual process of sitting down and  
16 saying, okay, here is -- and I see them all so I can  
17 tell that. These first ten days go into this and  
18 then those days after that go this way and everybody  
19 has to do it in and they have may have to do it in a  
20 different way. Now, I'm not saying to take anything  
21 away from anybody but to call that what it is, which  
22 is a supplement to a basic contract. So, that's my  
23 proposal.

24 MS. SPENCER: So, I understand that it's an  
25 administrative like balancing act, I guess, or it's

1 hard to calculate, that's the point of changing it,  
2 but the extended contract you have I think Tammy Leon  
3 gives the numbers of twenty people on extended  
4 contract, most of those are librarians. There's some  
5 health sciences people. So, it's not a huge number  
6 that requires these different calculations. The  
7 extended contract protects the faculty by  
8 acknowledging that they'll be paid the daily rate of  
9 pay and the supplemental contract is when you're on  
10 contract, right. A supplemental contract is like,  
11 okay, here you're working and you have supplemental  
12 contract while you're working, you're going to do  
13 something else in addition to what you're doing. So,  
14 with the language that you struck it takes away the  
15 daily rate of pay for the librarians, it makes it  
16 unclear whether they're going to be paid at that rate  
17 or not. If you just include the language for  
18 librarians it says extended contract but the  
19 supplemental contract was not specified what the  
20 daily rate of pay, what the pay rate would be, how  
21 many days, what the term of that would be.

22 So, you have twenty people, I think it's  
23 twenty, I may be wrong but it's not much more either  
24 side of that, that are on extended contract. In the  
25 instances where you have, I don't know how many



1 librarians we have, I didn't break that number out,  
2 but do we have, like?

3 DR. MIEDEMA: About ten.

4 MS. SPENCER: What's that?

5 DR. MIEDEMA: About ten.

6 MS. SPENCER: About ten. So, the ten people  
7 that are on extended year contracts for health  
8 sciences and those contracts vary too. I think there  
9 was a couple, was Betty Blashic (phonetic spelling)  
10 also on extended contract, there's a couple of the  
11 other ones that are PSAV. So, the language is there  
12 to protect them to make sure they get paid and when  
13 you struck all that language, it no longer indicated  
14 in the contract what their of pay would be for those  
15 days that they worked in addition to the 165.

16 DR. MIEDEMA: It's addressed in their  
17 definitions.

18 MS. SPENCER: Well, we didn't get to  
19 definitions yet so we're looking at this and this is,  
20 you know, you put that in the definitions but we  
21 haven't talked about that yet, so.

22 So, extended year contract is the original  
23 language. You got that up there? Can you -- in the  
24 article.

25 DR. MARSHALL: Tell me what I'm looking for.

1 DR. MIEDEMA: Right there, it's.

2 MS. SPENCER: Library.

3 DR. MARSHALL: Oh, you want something here?

4 MS. SPENCER: Load, yeah.

5 DR. MARSHALL: Okay. You want me scroll down?

6 DR. MIEDEMA: It's A.1. A.1.

7 MS. SPENCER: So, the library faculty in the  
8 original contract length document, all library  
9 faculty receives an extended year contract in 189 and  
10 you don't want to change that, but then the language  
11 in there that defined what an extended year contract  
12 was and how you paid them, that was originally.  
13 Where we in the new one? Instructional  
14 responsibilities. Debra, can you go down to contract  
15 length? Are we at A.2, contract length. There it  
16 is, right? Extended year contract maybe awarded and  
17 then it says see 3, salary for an extended year  
18 contract calculated by basic academic year contract,  
19 it's a daily rate of pay calculation. So, that you  
20 had struck in the proposal, the initial proposal that  
21 you made and that would leave our faculty vulnerable.

22 DR. MIEDEMA: Well, the initial proposal that I  
23 made related to librarians is this exactly. All  
24 librarian faculty will receive an extended year  
25 contract of at least 189 days to provide adequate

1 professional staffing. That was the original  
2 proposal.

3 MS. SPENCER: Right, but you struck the  
4 language that said how they'd be paid for that. It  
5 doesn't say that the -- so, that was part of it,  
6 right? Their 165 day contract divided by those days  
7 and that's their daily rate of pay. So, their  
8 contract would be -- for extended year would be they  
9 would be paid those additional days at a daily rate  
10 of pay and that was struck in there, so.

11 DR. MIEDEMA: The intent is to have it at the  
12 daily rate. So, that can be added in.

13 MS. SPENCER: Okay. And the extended year  
14 contract, what's the difference between -- I mean, if  
15 you're going to calculate it in supplemental  
16 contract, you're changing that. I mean, extended  
17 year contract gives you. That I understand the days,  
18 but you just say these are the days you work. So, I  
19 think one of those people in your list had a 192 day  
20 contract or something like that. You had a couple of  
21 like, right. 192 something was another one.

22 DR. MIEDEMA: 195, the faculty that teach in  
23 the practical nursing program.

24 MS. SPENCER: Right.

25 DR. MIEDEMA: And that's because we've never

1           addressed this.  It's not because we need to continue  
2           to do it that way.  Because what they do now is they  
3           each teach half a summer.  So, this one teaches for  
4           the first six weeks and then the same students in the  
5           same class get another instructor for the next six  
6           weeks because it's done by days.  If we do it as a  
7           supplemental I say you teach this, you teach this and  
8           you can do it over six weeks, twelve weeks, whatever  
9           we need to do, but it's better for the students  
10          because they're having a consistent instructor rather  
11          than bouncing back and forth.

12                 MS. SPENCER:  So, you're saying now the way the  
13                 extended contract is set up that you have to split  
14                 the nursing class?

15                 DR. MIEDEMA:  Um-hmm.

16                 MS. SPENCER:  It doesn't preclude you from  
17                 giving them a longer contract so that they cover the  
18                 full twelve weeks for a single instructor, does it?

19                 DR. MIEDEMA:  We've never addressed this  
20                 language and that's my concern is that we've never  
21                 addressed this language and is it necessary.

22                 MS. SPENCER:  Yeah, I mean, for the reasons  
23                 that we've already said, it protects the faculty  
24                 because it establishes the rate at which they'll be  
25                 paid and a supplemental contract the way you worded

1 it is very open an not.

2 DR. MIEDEMA: Well, I can change the wording so  
3 it's daily rate.

4 MS. SPENCER: Is there a way to fix this so it  
5 would meet your needs besides it throwing it all out  
6 an inserting supplemental contract? It doesn't limit  
7 the number of days in extended year contract to be.

8 DR. MIEDEMA: I have to that under advisement.

9 MS. SPENCER: Okay.

10 DR. MIEDEMA: I cannot answer that right now.

11 MS. SPENCER: Okay. Mike, would you like to  
12 say something?

13 MR. MOATS: One of my concerns is that  
14 generally, and there is statutory language relating  
15 to go supplemental activity contracts and  
16 supplemental activity agreements and one of the  
17 concerns is to call this a supplemental contract,  
18 supplemental suggests, first off, that the person is  
19 already under a contract and then this is the  
20 contract that supplements that, but if in fact what  
21 you're talking about is days above and beyond their  
22 basic year contract, their basic contract ends the  
23 end of spring term basically and so there is no  
24 contract that they're under for this to supplement.

25 Generally speaking, in a supplemental contract

1 is like for department chair or program manager where  
2 they're already under a basic contract and you are  
3 contracting for them for something above and beyond  
4 their normal teaching responsibilities. Here what  
5 we're talking about is actually contracting for their  
6 teaching responsibilities, teaching and office hours.

7 DR. MIEDEMA: Are they not still held by the  
8 contract for the full year because they're still  
9 covered under medical insurance and other benefits  
10 the college is providing to them even during their  
11 non-teaching.

12 MR. MOATS: They're held to the contract for  
13 the full year but the contract specifies --

14 DR. MIEDEMA: Major terms.

15 MR. MOATS: -- working days, okay, and working  
16 days are what, 164, 165 working days.

17 DR. MIEDEMA: As I said, I will take this  
18 understand advisement. I really do have a strong  
19 feeling about this, but I will take it under  
20 advisement and I will get back to you.

21 MS. SPENCER: In which of those groups of  
22 employees besides practical nursing is this an issue?  
23 So, the librarians are not an issue here.

24 DR. MIEDEMA: Librarians are not an issue.

25 MS. SPENCER: Right. So, it's just the health

1 science.

2 DR. MIEDEMA: Um-hmm. That's where I have a  
3 concern with it because --

4 MS. SPENCER: None of the PSAV are at issue.

5 DR. MIEDEMA: No.

6 MS. SPENCER: Okay.

7 DR. MIEDEMA: I can give you an example where  
8 one faculty under this contract under the language we  
9 currently have teaching two classes this summer will  
10 get paid \$10,000 Dollars. Do you get paid \$10,000  
11 Dollars for teaching two classes over the summer?

12 MS. SPENCER: Does that faculty member have  
13 responsibilities, programmatic responsibilities,  
14 assessment.

15 DR. MIEDEMA: It's not programmatic stuff,  
16 they're manager in the summer.

17 MS. SPENCER: Office hours, any of those  
18 things?

19 DR. MIEDEMA: Same thing that you would have  
20 over the summer.

21 MS. SPENCER: So, they just come and teach a  
22 class and go home?

23 DR. MIEDEMA: Um-hmm.

24 MR. MOATS: Then --

25 MS. SPENCER: Then why did you give them the

1 extended year contract?

2 DR. MIEDEMA: Because we have not revisited  
3 this and it's become an assumption that I've been on  
4 extended contract every year that I automatically get  
5 this extended contract this year too.

6 MS. SPENCER: I understand. Okay. That's  
7 clear.

8 DR. MIEDEMA: And that's why I have such strong  
9 feelings about this is it may or may not be necessary  
10 in any given year.

11 MS. SPENCER: The concern is with past practice  
12 that's been an expectation. Okay.

13 DR. MIEDEMA: Yes.

14 MR. MOATS: And I think it needs to be clear to  
15 those faculty members that the purpose for that  
16 contract is because there are duties above and beyond  
17 teaching and above and beyond their office hours if  
18 they don't have those activities.

19 DR. MIEDEMA: They want to get paid their load  
20 for teaching classes in addition to getting their  
21 extended daily rate.

22 MS. SPENCER: Okay. I see.

23 MR. MOATS: The daily rates paying for them to  
24 teach.

25 DR. MIEDEMA: Some of them get paid, some of



1           them get paid --

2                   THE COURT REPORTER:   Wait, wait, wait.

3                   DR. MIEDEMA:   Some of them get paid very well  
4           for teaching over the summer and that's not fair to  
5           the rest of you who are teaching over the summer.  
6           It's not fair to you guys who haven't had those  
7           extended days.

8                   MS. SPENCER:   Well, if it is as you're saying  
9           like they just come and teach the class and go home,  
10          then that's not a contract issue if you have an  
11          extended year contract.

12                   MR. MOATS:   They should be on a basic year and  
13          teaching --

14                   MS. SPENCER:   Yeah, and then teaching  
15          overloads.

16                   MR. MOATS:   -summer overload.

17                   MS. SPENCER:   Yeah.   Okay.   So, we can -- let's  
18          see.   We'll see what we can do, maybe get language  
19          that will address your concern.

20                   DR. MIEDEMA:   Thank you.

21                   MS. SPENCER:   Okay.   So, what else?   And then  
22          the rest of this is just moved around.   We have  
23          faculty responsibilities.   80 potential class days to  
24          do the 16 we changed.   The faculty workload, we just  
25          broke that down.   So, we have office hours under

1           there, classroom contact hours, down the list. The  
2           thing about the assessments.

3           DR. MIEDEMA: Before you go too far. 8.3, I  
4           would just like to see a sentence in there that the  
5           total commitment is the 35 hours even though 10 of it  
6           is done elsewhere.

7           MS. SPENCER: It has each faculty members will  
8           not exceed 35 hours in five consecutive calendar  
9           days. Is that what -- like at the beginning, faculty  
10          responsibilities.

11          DR. MIEDEMA: Okay. I just want to make sure  
12          because as I read through the A, you know, it looked  
13          like we're only accounting for twenty-five of the  
14          hours, the other ten hours are still work hours,  
15          you're just doing --

16          MS. SPENCER: Yeah, absolutely.

17          DR. MIEDEMA: Wherever you're at.

18          MS. SPENCER: Absolutely.

19          DR. MIEDEMA: That was my concern with that is  
20          to make sure that that was clear.

21          DR. MARSHALL: So we're okay?

22          MS. SPENCER: Well, let's go through --

23          DR. MIEDEMA: Um-hmm.

24          MS. SPENCER: We're okay? Okay.

25          Responsibilities, some of those were collated, A, and

1           that should be -- that's language that was in the  
2           contract, just moved under that heading so it's not  
3           scattered. I think we had a category that was other.  
4           I think we still do for additional professional  
5           obligations.

6           One thing about the course syllabus while we're  
7           on that, maybe we should look at the appendix. That  
8           came from Kathy and some of the stuff that's in there  
9           already and Debra Marshall put that together for us.  
10          It's basic. That would be the appendix that we refer  
11          to. One concern came up from a couple faculty  
12          members about the scheduled calender work down there  
13          to include exam dates and graded assignment due dates  
14          and they were concerned that that would be too  
15          inflexible. So, could we insert the word anticipated  
16          exam dates and graded assignment due dates to allow  
17          for some.

18          DR. MIEDEMA: Absolutely. Absolutely. Things  
19          do change. Certain classes get behind and they need  
20          extra time.

21          DR. MARSHALL: So, include anticipated exam  
22          dates and graded assignments and so forth?

23          MS. SPENCER: Yes.

24          DR. MARSHALL: And.

25          MS. SPENCER: Does the rest of that meet the

1 expectations and needs that you have?

2 DR. MIEDEMA: Believe it or not, I have no  
3 changes to make.

4 DR. MARSHALL: And there was one other issue.

5 MS. SPENCER: There was?

6 DR. MARSHALL: Do you mind? Is it okay if I  
7 speak?

8 MS. SPENCER: No, please do. Please do.

9 DR. MARSHALL: The only other thing,  
10 Dr. Miedema, was the course learning objectives,  
11 there were some faculty who expressed concern about  
12 putting that in the syllabus because some of those  
13 are forty, fifty objectives deep. So, it's a lot of  
14 information to be printed on a syllabus. Are we okay  
15 with striking that as a required content? You're  
16 competencies would still be there but the objectives  
17 would not.

18 DR. MIEDEMA: I think that that's reasonable.  
19 What you really want to be able to see is, you know,  
20 what coreability we're looking at and whether the  
21 basic competencies.

22 DR. MARSHALL: Okay. Thank you.

23 DR. MIEDEMA: How you get to each of those  
24 things I think is.

25 MS. SPENCER: Or you could put optional after

1 that.

2 DR. MIEDEMA: Yeah, it's optional.

3 DR. MARSHALL: Okay. Thank you.

4 MS. SPENCER: I hyperlink that in my syllabus  
5 so when they get it on line they can just go look and  
6 see.

7 DR. MIEDEMA: Yeah, I did the same thing.

8 MS. SPENCER: Okay. And then we have the  
9 library faculty workload, that's the language that's  
10 already in there. Library faculty responsibilities,  
11 we put your SACS. Southern Association, that's an  
12 awful acronym.

13 DR. MIEDEMA: SACS COC.

14 MS. SPENCER: Yeah, that's just awful. Like  
15 the Space Coast Area Transit. Anyway.

16 DR. MIEDEMA: I'm no longer the SACS lady, I'm  
17 the SACS COC lady. So, that's a little easier.

18 MS. SPENCER: Okay. So -- and then this was  
19 another one, the administration under 8 -- okay. You  
20 have it highlighted up there. Appropriate to enable  
21 each library faculty to perform that. That was a  
22 change. And that's again back to the board of  
23 trustees thing, did it say the board before? I'm  
24 sorry, let me look.

25 DR. MIEDEMA: Oh, I see where you're at. Yes,

1 none of this precludes presentations to the board if  
2 you feel that the needs are not being met.

3 MS. SPENCER: Yeah, it's --

4 DR. MIEDEMA: But the operations to make sure  
5 that we've done that assessment is really resting  
6 with administration.

7 MS. SPENCER: Yeah, this was -- in fact, that  
8 was what was in the original.

9 DR. MARSHALL: So we're okay with that?

10 MS. SPENCER: Yeah, we're okay. I mean, I'm  
11 okay with it.

12 2 and 3, we had that highlighted because if  
13 this gets approved we'll have it saved.

14 DR. MARSHALL: Just in case of changes, right.

15 MS. SPENCER: Yeah, we'll have to change it.

16 And then and then down there in 3, we didn't  
17 know what that meant. I know we've talked about this  
18 before, such as sickness when covered. And I don't  
19 care if we leave it in there, I just don't know what  
20 it means.

21 DR. MIEDEMA: I didn't either.

22 DR. MARSHALL: We striking it?

23 MS. SPENCER: I'm okay with that. Are you all  
24 right with that?

25 DR. MIEDEMA: Darla.

1 MS. FERGUSON: During unusual circumstances  
2 such as sickness.

3 MS. SPENCER: Understaffing.

4 MS. FERGUSON: Understaffing. I think that  
5 means sickness if they have --

6 THE COURT REPORTER: I need you to speak up.

7 MS. FERGUSON: I'm sorry. That might mean sick  
8 time, covered sick time, but it doesn't matter, you  
9 still have to --

10 MS. SPENCER: Yeah, staff the library.

11 MS. FERGUSON: They still have to staff it,  
12 yeah.

13 MR. MOATS: Yeah, that means sickness of other  
14 librarians. So like if there are librarians that are  
15 out sick --

16 DR. MIEDEMA: Someone has to cover it.

17 MR. MOATS: -- those are available are going to  
18 have to cover for it. So, I don't think when covered  
19 needs to be there.

20 MS. FERGUSON: I think the more appropriate  
21 word is illness maybe. I mean, it doesn't matter.

22 MS. SPENCER: Yeah, that's good.

23 DR. MARSHALL: So, we want to change the word  
24 sickness to illness and strike when covered?

25 DR. MIEDEMA: Um-hmm, sounds good to me.

1 MS. SPENCER: And then rest is consistent.

2 Then that brings us to counselor  
3 responsibilities.

4 DR. MIEDEMA: Before you go there.

5 MS. SPENCER: Sorry.

6 DR. MIEDEMA: We had talked about the library  
7 faculty member and the 35 hours a week versus 70  
8 hours in a two week period of time.

9 MS. SPENCER: Right.

10 DR. MIEDEMA: So, if they're doing coverage and  
11 they're flexing and they can take -- it's basically a  
12 situation similar to comp. time. They're doing forty  
13 hours this week but they're going to do thirty hours  
14 this week as long as it's not exceeding seventy hours  
15 in a two week period of time, is that not okay.

16 MS. SPENCER: Yeah.

17 DR. MIEDEMA: Basically give us a flexibility  
18 of thirty-five hours.

19 MS. SPENCER: Not to exceed 70 hours in two  
20 week time period. I think that's okay but I'm not  
21 sure -- was that the way it was worded originally.

22 DR. MIEDEMA: Well, that's how it was in my  
23 proposal.

24 MS. SPENCER: Okay. Let's see.

25 DR. MARSHALL: I can speak to I think if you



1 want me to.

2 MS. SPENCER: Yes, please.

3 DR. MARSHALL: I think the only concern that we  
4 had with that is, for example, in that two week  
5 period what if somebody, what if somebody's  
6 supervisor says we have twenty hours for you the  
7 first week and you get stuck working fifty hours in  
8 the second week.

9 DR. MIEDEMA: Well, we could put limits in  
10 there.

11 DR. MARSHALL: How would we -- yeah. So, if we  
12 can put some language in that would give a little  
13 bit, you know, a range maybe per week would be  
14 better.

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

16 DR. MARSHALL: I can put it on here if you want  
17 me to.

18 DR. MIEDEMA: That was my only concern is that  
19 it may be if you work one extra day this week and one  
20 less next week we can balance it out. We did that in  
21 the hospital all the time too is that we did four  
22 twelve hour shifts one week and two the next or  
23 something like that to balance the load.

24 DR. MARSHALL: We just didn't want it to get  
25 two lopsided, that's all.

1 DR. MIEDEMA: Absolutely. I agree.

2 DR. MARSHALL: So, where would you want that  
3 language to be? I believe was it up here? Right in  
4 here? Is that the right place for it or does it go  
5 down in I?

6 DR. MIEDEMA: I'd put it in number 3 that  
7 they're normally required to work no more than 70 in  
8 two weeks with whatever limits, or somewhere between  
9 this much and this much in a week, not to exceed 70  
10 in two weeks. Say between 25 and 45 or something.

11 DR. MARSHALL: Right there at the end?

12 DR. MIEDEMA: Yeah.

13 DR. MARSHALL: Tell me how to say it.

14 DR. MIEDEMA: Well, if someone's sick and we  
15 need someone tomorrow to cover the library but I can  
16 give her next Wednesday off, that's, that's what  
17 we're talking about.

18 MR. MOATS: How about a simple sentence, new  
19 sentence that says something like -- going back up to  
20 little i there because we start off when the library  
21 faculty member is required to work in excess. Okay.  
22 There such additional hours shall not exceed one  
23 additional day or something.

24 DR. MIEDEMA: Well, that's under the sentence  
25 that says getting additional compensation.

1 MS. SPENCER: Yeah, this is about non-comp.  
2 time.

3 DR. MIEDEMA: So, is that saying we can flex  
4 it? They're saying that if I flex it I'm still  
5 paying you additional compensation this day and  
6 you're going to work less this day. Is that what we  
7 want it to say?

8 MS. SPENCER: You had originally or an average  
9 of 70 hours per pay period.

10 DR. MIEDEMA: We could put in there that -- let  
11 me think about this for a second.

12 DR. MARSHALL: I believe it might be need to be  
13 a separate entry there.

14 DR. MIEDEMA: I think so.

15 DR. MARSHALL: Because I don't think any of  
16 those is addressing what you want it to address. So,  
17 I believe perhaps right after that first one we put  
18 it there? And within a two week pay period, and then  
19 tell me what you want after that and we'll go from  
20 there.

21 DR. MIEDEMA: Tony, you're my word selector.

22 MR. AKERS: Sure. As I understand it, the  
23 intent is to provide flexibility, however max is set  
24 at 70 hours --

25 DR. MIEDEMA: You need to speak up.

1           MR. AKERS:  -- during the course of two weeks,  
2           is that correct?

3           DR. MIEDEMA:  Yes.

4           MR. AKERS:  Okay.  With that then I would say  
5           that a flex arrangement may be worked with  
6           supervising administrator as appropriate, but may not  
7           exceed seventy hours in a two weeks period.  That may  
8           work.

9           DR. MARSHALL:  May not exceed what, what would  
10          be our cap?

11          MR. MOATS:  See, I thought that was the  
12          question was how do you prevent somebody from being  
13          told work twenty hours one week and fifty the next  
14          because that's still --

15          DR. MIEDEMA:  What she put up there will  
16          address that.

17          DR. MARSHALL:  It will so far.  I mean, it's  
18          not there yet but I think we'll get it there.

19          MS. FERGUSON:  Normal is 35.

20          DR. MIEDEMA:  What's a normal shift for a  
21          librarian?

22          MS. FERGUSON:  How many hours?

23          DR. MARSHALL:  I don't know.  How are  
24          librarians scheduled, does anybody know?  How about  
25          not to exceed one and a half regular shifts per week

1 additional, something like that?

2 DR. MIEDEMA: Okay. Um-hmm. So, if they're on  
3 twelve hours that would be --

4 DR. MARSHALL: Not to exceed 1.5 additional  
5 full shift days.

6 MS. FERGUSON: You have shirts.

7 DR. MARSHALL: Well.

8 DR. MIEDEMA: It's really hard to drive that  
9 when people are talking.

10 DR. MARSHALL: Days of work. Okay. Let's  
11 think about that one but I think we're both in the  
12 same place with it.

13 DR. MIEDEMA: Exactly. Exactly.

14 DR. MARSHALL: And I'll write a note to make  
15 sure we know how many hours a day they actually work.

16 DR. MIEDEMA: Thank you.

17 MS. SPENCER: And then the counselor faculty  
18 responsibilities, we -- because there have been  
19 issues, court cases and problems in other colleges,  
20 we've been asked to keep that language. Palm Beach  
21 had an issue. It's like an appendix, a human  
22 appendix I mean in this case.

23 DR. MIEDEMA: If we have to keep it, then I  
24 don't have any changes to it other than to make the  
25 Southern Association of College and Schools Council

1 on Colleges. Commission on Colleges.

2 DR. MARSHALL: I'll go back and change that  
3 later. I'll highlight it.

4 DR. MIEDEMA: I just don't see how you can  
5 write statutory language, contractual language for  
6 something that doesn't exist when we don't know if  
7 we're ever going to do it and if we do what the  
8 responsibilities are going to be.

9 MS. SPENCER: Well, the issue came up because  
10 they struck language in the contract in Palm Beach  
11 and then the college did go and hire new people and  
12 then they said, well, we'll use the language in the  
13 old contract and they said no, you have to  
14 renegotiate that whole thing. So, it's been  
15 litigated and it's been an expensive thing to fix,  
16 so. Anyway.

17 So, additional professional obligations.  
18 That's again the language moved around. You had some  
19 things listed under there. Full time faculty  
20 members, that's a new arrangement, participate in the  
21 college discipline stuff, keep records, all that  
22 stuff.

23 DR. MIEDEMA: Do we need to say anything  
24 specifically about attendance reporting and final  
25 grade reporting?

1 MS. SPENCER: Let's see. Yeah, you had  
2 proposed that.

3 DR. MIEDEMA: I don't care where we say it's  
4 done, just that is it done.

5 DR. MARSHALL: Do think it's in here. Let me  
6 go back to the table of contents.

7 MS. SPENCER: We should include --

8 DR. MARSHALL: I know it's in here somewhere, I  
9 just don't know where.

10 MS. SPENCER: I don't think we do have it in  
11 there.

12 DR. MARSHALL: It's possible that we moved it  
13 into a different article too because there are other  
14 places where attendance requirements are spoken to,  
15 so.

16 MS. SPENCER: I don't remember if we did.

17 DR. MIEDEMA: I just don't want to lose that  
18 because that's pretty important for our students and  
19 our financial aid.

20 MS. SPENCER: Let's make a note so to add that  
21 to there when we find it. I don't think we do have  
22 that in there. I know you put that in there  
23 something about assessments and there was language  
24 about --

25 DR. MIEDEMA: And the only other thing in that

1 section that I would like to consider is under K,  
2 that we make arrangements for regalia upon request.  
3 The reason for that is that we don't always know how  
4 many gowns we need for graduation. So, if we can  
5 establish a system where we know ahead of time, I can  
6 make sure there's enough and you're not wearing one  
7 that has been worn for ten years without being  
8 dry-cleaned.

9 MS. SPENCER: Okay.

10 DR. MARSHALL: So, we're okay with the change?

11 MS. SPENCER: Yeah.

12 DR. MARSHALL: Proper regalia available upon  
13 request?

14 MS. SPENCER: Yes.

15 DR. MARSHALL: Okay.

16 DR. MIEDEMA: It's a simple little thing but I  
17 think it would make all of us feel a little happier.

18 MS. SPENCER: And then the -- anything on the  
19 other terms and conditions that you want to address.

20 DR. MIEDEMA: No, the only other thing we had  
21 in there had to do with the assessment and goals but  
22 we can do that under the assessment.

23 MS. SPENCER: Right.

24 DR. MIEDEMA: I'm just making myself a note to  
25 add that to the assessment section.



1 MS. SPENCER: Okay. And then instructional  
2 load point system, it's pretty much the same language  
3 but it's reorganized and that included the --

4 DR. MIEDEMA: Where we at?

5 DR. MARSHALL: 8.6.

6 MS. SPENCER: There is one change we proposed.  
7 What was it. You wanted et cetera out of there but  
8 we kept the et cetera in there.

9 With the PSAV -- oh, that's -- I'm sorry,  
10 that's the five major function, we'll get to that.  
11 So, nothing else in there but we put the formula in  
12 there by major functions so the examples.

13 We need to talk about the workshop, who teaches  
14 workshop courses?

15 DR. MIEDEMA: It's been in the contract  
16 language for years. We do not currently do that.

17 DR. MARSHALL: What kind of courses would they  
18 be?

19 DR. MIEDEMA: Non-credit. Con Ed but we have a  
20 special -- we have a separate pay scale that we use  
21 for Con Ed classes. So, its a carry over from years  
22 past.

23 MS. SPENCER: Okay. Do you want keep it in  
24 there?

25 DR. MIEDEMA: I have a question on D also

1 before we go too far. This is a simple one.

2 MS. SPENCER: D.

3 DR. MIEDEMA: D, distance learning.

4 MS. SPENCER: Distance learning, yeah.

5 DR. MIEDEMA: Cross out correspondence study.

6 We are not approved by SACS COC to do correspondence

7 study.

8 MS. SPENCER: Okay.

9 DR. MARSHALL: So, that was --

10 MS. SPENCER: D.1.

11 DR. MARSHALL: This is the only place that we

12 saw it?

13 DR. MIEDEMA: That's the only place that I saw

14 it in the whole contract.

15 MS. SPENCER: Okay.

16 DR. MARSHALL: May employ.

17 MS. SPENCER: Audio, video or computer

18 technology.

19 DR. MARSHALL: Here we go. Good?

20 DR. MIEDEMA: Yeah, we're not allowed to do

21 correspondence courses.

22 DR. MARSHALL: And so are we striking the

23 workshop?

24 DR. MIEDEMA: I would be in favor of striking

25 the workshop because I was trying to figure out what

1 faculty wants to teach at eighty percent of load.

2 That's what it says.

3 MS. SPENCER: Right. Okay. So, we strike  
4 that.

5 DR. MIEDEMA: Um-hmm.

6 DR. MARSHALL: So, that's H, is that correct?  
7 Am I looking at the right thing?

8 DR. MIEDEMA: Yeah, right there, you can take  
9 it out there.

10 Now, when you get under value by major  
11 function, we have the formula. Do we need to list  
12 out everything or just list out some examples of  
13 each? Do an example of electric course, do an  
14 example of hybrid. Do we need to have that language,  
15 you know, do we need to say that this is a  
16 combination class. The calculation is exactly the  
17 same. So, if we just do an example, say an example  
18 of combination, we just put --

19 DR. MARSHALL: Oh, I got you.

20 MS. SPENCER: We have an example.

21 DR. MIEDEMA: But we have examples in front of  
22 each of those. We don't really need to say that it's  
23 electric lab or clinical example. ENC 1101 is  
24 composition, it's one credit, its forty-eight contact  
25 hours equals this. Is a lab class, it equals this.

1           So that you can see how the math is done rather than  
2           to have to have the describer in front of each  
3           example.

4           DR. MARSHALL:   So, what I have highlighted we  
5           would use that.

6           DR. MIEDEMA:   No, you can use that for  
7           electric.   No, you can use it as an example.   Whathat  
8           I'm saying is right up here.   Do we need this part?

9           MS. SPENCER:   Oh, that, contact hours.

10          DR. MIEDEMA:   Just say a we have the formula,  
11          it's based on contact hours, here are some examples.

12          DR. MARSHALL:   So, period here.

13          DR. MIEDEMA:   That would be my thought just  
14          to -- it's not critical, it just seems unnecessary to  
15          have to list them all out when the math is the same.  
16          If it makes if easier for people to understand, we  
17          can leave it in, it just doesn't seem to serve a  
18          function.

19          MS. SPENCER:   I wants to think about that.   Are  
20          you proposing to take out the listing one through  
21          seven, one through -- that whole section, you're  
22          proposing to strike that?

23          DR. MIEDEMA:   Except maybe the applied music  
24          instructor of record which are different, everything  
25          else is calculated the same way.

1 MS. SPENCER: I want to talk to the parties  
2 concerned about that.

3 DR. MIEDEMA: I don't have an issue with it, it  
4 just seems to be unnecessary language.

5 MS. SPENCER: Maybe we can put the examples in  
6 the appendix.

7 DR. MIEDEMA: That's -- that's fine, whatever  
8 makes the most sense.

9 MS. SPENCER: Oh, one change we did -- we want  
10 you to consider there for PSAV, the value of lecture  
11 or lab contact hours per week, twelve points instead  
12 of ten points, that's new and that's highlighted  
13 further down and that's with respect to the fact that  
14 they have sixty minute contact hours to fifty minute  
15 contact hour. Is it a lecture class? Yeah, that.

16 DR. MARSHALL: Workshop? We're striking that,  
17 is that correct?

18 MS. SPENCER: Let's hold off on that because  
19 the classes that you have, you have did a definition  
20 of that that suggest there's fine arts and theater  
21 workshops, studio environment.

22 DR. MIEDEMA: When we get into that fine arts  
23 area, it becomes very convoluted.

24 MS. SPENCER: Yeah, it is. Let's talk about  
25 that when we caucus. Can we do that? And then you

1 can consider whether you want to -- for the twelve  
2 points and see if that works. And then we can look  
3 at putting all the examples in an appendix. Okay.  
4 So, distance learning, major function.

5 Independent study course too, there were just  
6 some concerns from faculty about that like do they  
7 get independent study and they have fourteen students  
8 instead of fifteen students and then they get paid  
9 at. Actually, I'm going to have to visit that at  
10 caucus. We had a question about that, I can't  
11 remember off the top of my head.

12 DR. MIEDEMA: Do the math because I believe  
13 fifteen independent study is equivalent of a regular  
14 classroom. That's why we use that as our definer.  
15 So, do the math.

16 MS. SPENCER: Okay.

17 DR. MIEDEMA: The problem I had was a couple of  
18 situations where we had sixteen people in an  
19 independent study and they were getting paid more  
20 than you would be paid to teach a regular class.

21 MS. SPENCER: Right.

22 DR. MIEDEMA: So that's why we wanted to have a  
23 limit, but my math -- if my memory serves me, the  
24 math was that's where the cut off was.

25 MS. SPENCER: Okay. I think that is right.

1 All right. So, the load point obligations, we just  
2 had highlighted in there the article numbers changed,  
3 it's the same language.

4 Overload, the same language.

5 DR. MIEDEMA: With the overload I have a  
6 suggestion.

7 MS. SPENCER: Okay.

8 DR. MIEDEMA: Somehow to make the language say  
9 that you teach two terms a year versus saying it's  
10 fall and spring because we do have some faculty who  
11 teach spring and summer but only partially into fall  
12 to make load. So, we do have people that do not work  
13 a traditional fall, summer, spring term and now that  
14 everything is being paid based on contact hours  
15 versus, you know, a hundred and twenty credits during  
16 this summer is considered load, a hundred and fifty  
17 during the fall, it's all the same if we're doing it  
18 base on contact hours, it doesn't really matter which  
19 of the terms they're doing as long as they're doing  
20 two of the three terms.

21 MS. SPENCER: Okay.

22 DR. MIEDEMA: I don't know how you put that  
23 into words.

24 MS. SPENCER: We have some language that allows  
25 you some flexibility with that already but we'll look

1 at that too with respect to overload.

2 DR. MIEDEMA: That was my only suggestion there  
3 is I think that that would make it --

4 DR. MARSHALL: Was it just here and here?

5 DR. MIEDEMA: Yeah, there's a couple of places,  
6 that's the main part of it. Yeah, just to say two  
7 terms.

8 DR. MARSHALL: You didn't see it anywhere else?

9 DR. MIEDEMA: No, not in that area. The other  
10 thing I will like to consider in that area is because  
11 this is where we talk about the fact that faculty  
12 have priority over non-tenured faculty and adjuncts.

13 MS. SPENCER: Right.

14 DR. MIEDEMA: What is the time period? Can you  
15 bump somebody two days before the semester starts?

16 MS. SPENCER: You had proposed some language  
17 like up to two weeks which we don't have a problem  
18 with that.

19 DR. MIEDEMA: So, we just want to slip that  
20 somewhere in there too.

21 MS. SPENCER: Yeah, and I don't think we did  
22 put that in there. We can add that.

23 DR. MIEDEMA: At least you know I read it.

24 MS. SPENCER: So, you can make a note of that?

25 DR. MARSHALL: I can.



1 MS. SPENCER: I'll make a note on here.

2 DR. MARSHALL: Well, I'm not going to put it in  
3 there but I'll make a note. Yes, I've got it.

4 MS. SPENCER: And the rest.

5 DR. MIEDEMA: That's all in that section.

6 MS. SPENCER: The supplemental activities.  
7 Anything else in the other ones? This is all the  
8 same language through the administrative positions  
9 thing. You had proposed some things but we just  
10 rearranged this and we did not include the language  
11 you proposed. You had proposed taking away the  
12 tenure. So, someone returning to faculty from --

13 DR. MIEDEMA: Let me just go back a second  
14 here. Consideration under 8.9. Do we need to say  
15 it's an adjunct instructional assignment or do we say  
16 that they've met load and they get paid an overload  
17 rate. Does it matter whether they're considered  
18 adjuncts over the summer or they're an overload  
19 during the summer. Just a thought. It's the same  
20 pay.

21 MS. SPENCER: Yeah. I don't know, we'll also  
22 talk about that.

23 DR. MIEDEMA: But we've always called it  
24 adjunct because history was you were done with  
25 contract, you're now teaching as an adjunct. But now

1           that we're doing the adjunct pay for full time  
2           faculty at your overload rate, can we just not call  
3           the whole thing overload. That goes back to the  
4           question of length of the term, length of the term of  
5           the contract.

6                     MS. SPENCER: Okay.

7                     DR. MIEDEMA: Under 8.10 supplemental, I just  
8           wanted to know if we could add something in there  
9           about curriculum development, that that is one of  
10          those things that faculty can be compensated for in  
11          accordance with Article 14 because we did put some  
12          language into Article 14 that grant people can get  
13          paid.

14                    MS. SPENCER: Right.

15                    DR. MIEDEMA: Then under 8.11, the  
16          administrative position, we had administrative slash  
17          staff because it may not be coming in as a  
18          administrative position, it may be a staff position  
19          that they've gone for. So, wherever it says  
20          administrative we wanted to consider the same  
21          administrative slash staff position. They may come  
22          in as an adviser for a year because they want to try  
23          something different, that's not an administrative  
24          position.

25                    MS. SPENCER: Okay.

1 DR. MIEDEMA: And then reentry of non-tenured  
2 faculty, this was listed had as three full years  
3 where a tenured faculty has four years, is that by  
4 design or was that an oversight? Because at one time  
5 both said three years.

6 MS. SPENCER: The other one saying four you  
7 mean?

8 DR. MIEDEMA: Um-hmm.

9 MS. SPENCER: Yeah, that happened a couple of  
10 contract cycles back we put that in it. Do you want  
11 it to be -- I mean, three years is -- I don't -- it  
12 doesn't -- I was surprised. If I remember, if I go  
13 back and look at the notes, I don't remember how it  
14 came out to four years, I think it was something you  
15 all suggested.

16 DR. MIEDEMA: But tenured says four years,  
17 non-tenured says three. Do we want that  
18 differentiation between a tenured faculty, length of  
19 service and a tenured and a non-tenured. I just  
20 wanted to point it out because it is different.

21 MS. SPENCER: I don't have a preference on  
22 that. I don't think -- I don't know that there would  
23 be an advantage.

24 MS. FERGUSON: Um-hmm, just from an equity  
25 issue, I think it should be --

1 MS. SPENCER: Consistent?

2 MS. FERGUSON: Both be the same, whichever one  
3 you want to choose.

4 DR. MIEDEMA: And that was my only other  
5 suggestion in that section.

6 MS. SPENCER: Thank you. Department chair  
7 thing, yeah. So, this is, this is language to  
8 clarify hopefully that mess that that was and we were  
9 hoping sandy was going to be here, Debra was going to  
10 address like the idea of staggering the terms and  
11 maybe we could talk. Would you like to talk about  
12 that?

13 DR. MARSHALL: I can talk about it a little  
14 bit. I think Provost Hanfield is probably going to  
15 be the person who can give us the most input because  
16 she's the one that has the most work here, but that  
17 was just a skeleton sort of schedule or timeline that  
18 I put in. We're not wedded to any of that language,  
19 it could change certainly dependent on her schedule  
20 or how she sees fit. My biggest issue when we left  
21 the meeting last time around we talked about trying  
22 to create a little bit of less workload one time and  
23 scatter things out for her over the course, the  
24 problem is we have three year contract and two year  
25 cycles for these things. So, one of the things that

1 we thought we might discuss with her is potentially  
2 putting department chairs, program managers and  
3 program coordinators on three year cycles as opposed  
4 to a two year cycle. So, that eases the burden just  
5 a little bit.

6 The other thing that we could do, there's two  
7 different ways to look at scheduling. We can  
8 schedule, for example, for all of the department  
9 chairs to be evaluated in the first year say and then  
10 all of the program managers and program coordinators  
11 to be evaluated in the second year, third year off.  
12 If that doesn't work, if she preferred or if you all  
13 prefer to have not every department chair rolling off  
14 at the same time, you could do fifty percent of these  
15 jobs will be evaluated in year one and fifty percent  
16 in year two, third year roll off. You don't do  
17 anything. So, we would need to have a little bit  
18 more feedback from the provosts and the associate  
19 provosts, the people that are doing the work as to  
20 how that schedule would work best for them.

21 DR. MIEDEMA: I don't have a lot of chair  
22 persons but I have a lot of program managers. So, I  
23 can speak to it from that perspective. Especially  
24 when I had both health sciences and the institute of  
25 nursing, I had a lot of program managers. And that's

1        what we did was to -- I did half of them one year and  
2        half of them the others as far as their evaluations  
3        go, but over a period of time it seems like all but  
4        one rolled off the same year and so of you have all  
5        of these positions to fill at one time. So, if we  
6        can do some staggering of the terms or the three year  
7        term, I'm certainly willing to give that  
8        consideration as well.

9                One of the things that has been an oxymoron in  
10        this whole process has been we do peer evaluations of  
11        department chairs and program and program  
12        coordinators annually, that's fine, and we give that  
13        information to those individuals but the evaluation  
14        with their provosts is every two years. Now, an  
15        evaluation as a faculty member is every three years  
16        but we did ever two years because that's the term of  
17        office here. So, in some ways it would be a lot  
18        easier just to say it's a three year term and we put  
19        them in same type of a cycle that we have for all the  
20        other faculty as far as their evaluations. It's a  
21        little easier to keep track. Every year I go back  
22        and go is this the year I have to do it and I have  
23        this whole spreadsheet going okay, no I did her's  
24        last year, so this year I have to do this one and it  
25        can be done, I do it, I don't miss anybody but it

1           could make the whole feel a let smoother if we looked  
2           at something like that. And I don't think -- I can  
3           do a quick poll of the provosts but I don't think  
4           they would have an objection to changing the length  
5           of that term if that's agreeable with the faculty.

6           DR. MARSHALL: I think at that point then we  
7           just have to look at -- Lynn and I had talked about  
8           we would still want the process of election that's  
9           going, the election that's going on this term to  
10          happen so we'd be moving forward from this.

11          DR. MIEDEMA: It starts when the contract is  
12          ratified, not before the contract is ratified. So,  
13          starting any of those that are falling into that  
14          category for the next year, that's when the cycles  
15          change but not for the current.

16          DR. MARSHALL: So, you might still want to poll  
17          your provosts and associate provosts for us and find  
18          out what the model -- how would the model suit them  
19          best, do they want it fifty percent of the positions  
20          or do they want all of these positions in one year  
21          and all of these positions in the next year, what  
22          works best for them and we'll try to work that out.

23          DR. MIEDEMA: Absolutely, we can do that.

24          DR. MARSHALL: Okay. And will you also forward  
25          to them that language for the timeline and they can

1 have a look at that too?

2 DR. MIEDEMA: No way.

3 DR. MARSHALL: I don't know that we would be  
4 able to fix that up yet but at least they could be  
5 looking at it for us.

6 DR. MIEDEMA: Yes, thank you.

7 MS. SPENCER: Thanks, Debra.

8 DR. MARSHALL: You're welcome.

9 MS. SPENCER: And so then department chair  
10 persons, does that listing look a little better? And  
11 then there is some new language about qualifications  
12 because we had that issue like who's eligible to be a  
13 chair in the department and then we had -- like for  
14 example, Karen McCarther doesn't -- her majority of  
15 assignment is not in that department, she's a  
16 librarian but she's become a department chair because  
17 no one else was available. So, what this language  
18 was, it's proposed in the event that no applicants  
19 meet this requirement for qualified full time faculty  
20 members whose primary assignment was in the  
21 department, then the search can be extended to any  
22 full time faculty member who teaches at least one  
23 course within the department, in the event that there  
24 are no applicants that are qualified.

25 DR. MIEDEMA: Exactly, I didn't have an issue



1 with that.

2 DR. MARSHALL: So we're good with that one?

3 DR. MIEDEMA: Yes.

4 DR. MARSHALL: Thank you.

5 DR. MIEDEMA: The question I had under duties  
6 is do department chairs do articulations in-house?

7 DR. MARSHALL: Where are you, Dr. Miedema?

8 DR. MIEDEMA: Under department chairpersons  
9 duties. And this is just a question because my  
10 experience, I have one department chair who has the  
11 department chair responsibilities unlike anyone else  
12 in the college. So, do department chairs actually  
13 participate in the development and maintenance of  
14 articulation agreements?

15 UNIDENTIFIED SPEAKER: Two of them do.

16 DR. MIEDEMA: They do?

17 UNIDENTIFIED SPEAKER: Wayne Brown. Wayne  
18 Brown has two.

19 DR. MIEDEMA: He may be one of those enigmas  
20 that we need to create a different.

21 And how about drafting memoranda of  
22 understanding with outside agencies and professional  
23 organizations, is that --

24 UNIDENTIFIED SPEAKER: Same thing.

25 DR. MIEDEMA: That's something program managers

1 do but do department chairs.

2 UNIDENTIFIED SPEAKER: Those two particular  
3 ones do.

4 DR. MIEDEMA: Those two do. We always need  
5 that they were special.

6 MS. SPENCER: Wayne and who's the other one?

7 DR. MIEDEMA: Connie Brown.

8 MS. SPENCER: Connie. Okay.

9 DR. MIEDEMA: They done fit into a category  
10 very well.

11 MS. SPENCER: So, we want to look at that maybe  
12 some other -- you want to put them in a different  
13 category, you want to strike that, or do you want to  
14 put as needed or?

15 DR. MIEDEMA: I'm just asking for a review  
16 because we want to make sure.

17 I also wanted to know under duties do  
18 department chairs convene faculty meetings.

19 UNIDENTIFIED SPEAKER: Yes.

20 DR. MIEDEMA: That's not listed as -- it's  
21 listed under program manager and program coordinators  
22 but not under department chairs.

23 MS. SPENCER: Yeah, they do.

24 DR. MIEDEMA: Which I assume was their job  
25 Gimmartino.

1 DR. MARSHALL: So, we want to add that one then  
2 I guess. Where is it in the other?

3 DR. MIEDEMA: And one other I saw that I  
4 thought maybe needed to be added. Oh, yes, may  
5 provide assistance to the supervising administrator  
6 for reviews of course content and adherence to  
7 standards of criteria established by retail and/or  
8 professional accrediting agencies. It's listed on  
9 program coordinators. I know there's responsibility  
10 for that with the program manager, is there also a  
11 responsibility with that as the department chair and  
12 I don't know. I know it is for Connie and it is for  
13 Wayne but probably not for the others.

14 MS. SPENCER: Yeah, that's handled -- at least  
15 on the AA side it's being handled through the cluster  
16 chairs.

17 DR. MIEDEMA: That's why I'm saying that we may  
18 need to look at a different title for those two  
19 individuals who have basically a combined role of  
20 program manager and department chair. So, let's call  
21 them something else. Call them what they are. Queen  
22 of the world. King of the world. But I'm just  
23 saying if you want to try and make this so it's  
24 something that they can understand.

25 DR. MARSHALL: So, you're suggesting creating a

1 completely separate category.

2 DR. MIEDEMA: Consider.

3 DR. MARSHALL: Like a like program chair.

4 DR. MIEDEMA: Or even put a note in there --

5 MS. SPENCER: That's a good idea.

6 DR. MIEDEMA: Or at Least put a note in there  
7 that says in health sciences and institute of nursing  
8 they have these additional responsibilities. You  
9 could do that easily too by saying they have  
10 additional responsibilities. So, whatever way you  
11 want to take a look at it.

12 UNIDENTIFIED SPEAKER: Does Bill (inaudible)  
13 have those also? He's a weirdo too.

14 DR. MIEDEMA: Bill (inaudible) does  
15 accreditation standards. He -- I'd have to check  
16 with Mary whether he does memoranda or articulation  
17 agreement.

18 MR. ZACKS: He only oversees one person, like  
19 Gilbert, it's just he and Bill.

20 DR. MIEDEMA: I know.

21 MR. ZACKS: But he has a title of program  
22 manager but doesn't have the responsibilities wherein  
23 that Institute of Public Safety program coordinators  
24 are actually being required to do evaluations on  
25 adjuncts, which is not really one of their

1 responsibilities. We don't have a department chair  
2 that covers everybody and responsibilities are being  
3 pushed on people that aren't required to do them.

4 DR. MIEDEMA: What we're talking about is the  
5 job description. That's why I'm saying I'm not sure  
6 that he fits in unusual department chair  
7 responsibilities but I know the other two do.

8 DR. MARSHALL: So, Lynn, did you make note of  
9 that so we can change that later?

10 MS. SPENCER: Yeah, I'm making notes.

11 DR. MIEDEMA: And one of the things that we've  
12 also looked at but not come to resolution on is  
13 academic appeals. Do they go to the department  
14 chair, do they go to the program manager, do they go  
15 to the cluster chair. And I actually did a poll of  
16 faculty in each of the clusters and generally  
17 speaking the AA side of the house wanted it to go to  
18 their cluster chair, but on the AS side of the house  
19 they wanted it to go to a department chair or a  
20 program manager or a specific program coordinator.  
21 So, it was all over the map on how we do that. So,  
22 maybe the way to look at this is department chairs in  
23 AA.

24 MS. SPENCER: Okay.

25 DR. MIEDEMA: And you can list those things

1 because they are slightly different. And I don't  
2 know, I'm just making a suggestion here. And then  
3 you can include that department chairs look academic  
4 appeals. I mean, they're part of that chain for  
5 academic appeals, on the AA side it's the program  
6 manager that looks at academic appeals, something to  
7 that effect.

8 UNIDENTIFIED SPEAKER: Chuck was just saying  
9 he's got an AS program with the computer science in  
10 there, they're sending all theirs to the cluster  
11 chair.

12 UNIDENTIFIED SPEAKER: We send everything to  
13 our cluster chair. So, the AAS is even mixed up.

14 DR. MARSHALL: But there is a chain of command  
15 for that. We do have a form that has the chain of  
16 commands on it. So, if the student follows the chain  
17 of command on the form.

18 DR. MIEDEMA: The chain of command says it goes  
19 from the faculty to the department chair or program  
20 manager to the associate provost.

21 DR. MARSHALL: So, in the case when you have  
22 both it's a problem, that's what you're saying.

23 DR. MIEDEMA: And in some cases the cluster  
24 chair has said I think they should go to the cluster  
25 for consistency within that cluster versus a

1 department chair on a specific campus.

2 MS. SPENCER: Yeah, because one of the issues  
3 they had students shopping around for appeals.

4 DR. MIEDEMA: Exactly.

5 MS. SPENCER: So, one DC didn't give it and  
6 somebody else might, you know.

7 DR. MIEDEMA: I don't know what the answer to  
8 that is. I just like to pose some questions.

9 DR. MARSHALL: I know what the answer to that  
10 is.

11 DR. MIEDEMA: No appeals.

12 MS. SPENCER: Well, you establish provosts  
13 having -- as liaisons to the different disciplines.  
14 So, I mean, the cluster like even for the AS side may  
15 be the place to start. We had the discussion in our  
16 cluster about well, what if Felicia is not an expert  
17 in humanities but she would seek out somebody to  
18 discipline that could give her feedback on them and  
19 that's the expectation, and then it goes to the  
20 provost who's our liaison for, that would be the  
21 chain of command there but like -- I don't know about  
22 AS, we still have to look and see because you have so  
23 many. Don't you have one cluster that's like  
24 everything like yeah.

25 DR. MARSHALL: But this wasn't a specific type

1 of appeal also, this was an appeal, for example, if a  
2 student wanted to transfer in credits and we weren't  
3 sure that they would transfer, we're not talking  
4 about disciplinary appeals, grading appeals, things  
5 like that. Maybe we should handle that not under  
6 responsibilities of positions but instead as an  
7 appeals process somewhere else.

8 DR. MIEDEMA: We certainly can do that, I just  
9 didn't want to lose it, when we're trying to list  
10 basic duties don't want to overstate, understate, we  
11 want to right state.

12 DR. MARSHALL: We might be able to do it all in  
13 one place though.

14 DR. MIEDEMA: I'm fine with that, I just don't  
15 want to lose that.

16 MS. SPENCER: But in the academic appeals too,  
17 is it true like when a student is asking for transfer  
18 credit, that starts with the registrar's office and  
19 then they go through and they look at it and then  
20 appeal process starts after that, if they don't like  
21 what the registrar says, comes to us.

22 DR. MIEDEMA: Yes, because at that point we may  
23 need to look at specific competencies within a course  
24 coming in compared to our competencies to make sure  
25 that they match. And that's a faculty



1 recommendation.

2 It also makes reference to the appendix under  
3 department chairpersons but not under the others.

4 DR. MARSHALL: This one here?

5 DR. MIEDEMA: Um-hmm.

6 DR. MARSHALL: Is that still an appendix that  
7 we use?

8 MS. SPENCER: The department chair  
9 responsibility list is in the appendix but we  
10 don't -- I guess we should alter the appendix too.

11 DR. MIEDEMA: Or list it here and not have it  
12 there, but that department chair makes reference to  
13 the appendix when you get to program manager and  
14 program coordinator, it does not refer to that  
15 appendix list any longer and the appendix list  
16 included all three.

17 MS. SPENCER: Okay. They had like a checklist.

18 DR. MIEDEMA: So, just for consistency.

19 DR. MARSHALL: Appreciate it, thank you.

20 MS. SPENCER: Okay. And then the cluster and  
21 majority committee chairs, we added a TPDC to that  
22 and tried to straighten that out and you should look  
23 at that. We just -- we added faculty chairing and  
24 major faculty committees or subcommittees at the  
25 direction of AAC, TPDC, or the college will

1 compensated according to the schedule in appendix D  
2 and then just set the examples. Do we need the  
3 examples in there? We put that in there so it was  
4 clear but. We put it in there last time.

5 DR. MIEDEMA: It says at the direction of the  
6 AAC, TPD, or the college. So, does that mean that  
7 AAC comes to me and says you need to start paying so  
8 and so?

9 MS. SPENCER: No, that wasn't the intent. I  
10 apologize, that should say faculty chairing major  
11 committees or subcommittees, what I meant was created  
12 at the direction of the AAC or the TPDC or the  
13 college. So, I need to fix that.

14 DR. MARSHALL: So, I can actually --

15 DR. MIEDEMA: That was my question, does that  
16 mean that I have no idea of these I'm going to get in  
17 a budget year and also I get these things that says  
18 you must pay, you must pay, you must pay and I'm  
19 going ahh, I'm out of budget.

20 MS. SPENCER: No. So, I'll correct that.  
21 Sorry about that.

22 DR. MIEDEMA: Well, just a clarification.

23 DR. MARSHALL: So, does that clarify if I add  
24 the word created there, created at the direction of  
25 the AAC, TPDC, or the college?

1 DR. MIEDEMA: Yeah, as long as we -- and we're  
2 referring to the schedule so we know who gets paid in  
3 the appendix. I'm fine with that.

4 MS. SPENCER: Substitute teaching was the same.  
5 Do you have any comments or -- about the working  
6 conditions and environment? That's all the language  
7 that was in there.

8 DR. MIEDEMA: Number 2, just a question what  
9 this means, and this is a Darla question. It said  
10 any faculty member who sustains an injury as a result  
11 of such incidents, meaning they've been harassed or  
12 battered, will not be required to utilize accumulated  
13 sick leave for absence from his, should be just his,  
14 not his, her, college assigned duties. Does that  
15 mean forever or until Workman's Comp. kicks in or  
16 until the end of Workman's Comp. I'm not quite sure  
17 what that means.

18 UNIDENTIFIED SPEAKER: Forever.

19 MS. FERGUSON: The procedures at the college is  
20 if an employee's injured they're paid their full  
21 salary for the first twelve days and then it's  
22 two-thirds of their salary is paid by the carrier,  
23 which is Gallagher Bassett. The faculty member can  
24 use their sick leave for that one-third to continue  
25 their full salary and the benefits so they don't lose

1 anything. So, it's -- and that's same true with  
2 staff too, it's twelve days total.

3 DR. MIEDEMA: And that's always been in there  
4 but it never made sense. So, now is the time to  
5 clarify it.

6 MS. SPENCER: All right. I'll take a look at  
7 that.

8 MS. FERGUSON: That's in case you trip over  
9 those things, you get twelve days.

10 DR. MIEDEMA: And that could be as simple as  
11 per college policy or something like that.

12 DR. MARSHALL: Well, that specific category is  
13 dealing with something that happens as a result of  
14 student behavior though, it's not --

15 MS. FERGUSON: If would still fall under  
16 Workman's Compensation.

17 DR. MIEDEMA: That's why I just wanted to make  
18 sure we had that because Workman's Comp., that's why  
19 we pay into Workman's Comp. is to help us cover these  
20 costs for whatever reason someone got injured.

21 MS. SPENCER: Yeah, in this one we had a  
22 question, the faculty members were concerned, we've  
23 heard on almost every campus, you know, the  
24 centralized printing facilities, they're concerned  
25 not having access to a printer and office and

1           everybody needs it but when you're printing out  
2           student recommendations or you're dealing with  
3           confidential materials, like I have to run down the  
4           hallway and put the letterhead in there and then run  
5           down the hallway and hope nobody printed on it before  
6           I print the letter out. I usually give it to the  
7           secretary now but. That's just an example but  
8           there's other issues that have come up.

9           DR. MARSHALL: If you have a student in your  
10          office and you have to get something off the printer,  
11          you have to put them out of your office so you can  
12          lock your door and go get stuff off the printer  
13          that's down the hall and then you go back to your  
14          office and let them back in again.

15          DR. MIEDEMA: So, what is it you're asking for?

16          MS. SPENCER: Well, I mean, I don't know if  
17          there's a language solution to it but the idea that  
18          faculty has access to a printer in a secure location  
19          that says they can oversee their -- go ahead, Debra.

20          DR. MARSHALL: We have -- since I have been  
21          full time, we have always had access to a printer in  
22          our office, a small laser jet, black and white,  
23          nothing fancy, but as they have started to break we  
24          have not been allowed to replace them and instead now  
25          the printer that's, for example, we use on my floor

1 is in a room that is down the hall quite a distance  
2 for most of us and so while not a problem it is  
3 definitely an inconvenience, it is an issue of  
4 security, it is an issue of privacy. And then also  
5 like I said, we're booting people out of our office  
6 to stand in the hall while we go get a document off  
7 the printer for them, you know.

8 MS. SPENCER: Yeah, it was at Palm Bay they had  
9 concerns, and Cocoa we heard it. I don't know if we  
10 heard that at Titusville.

11 UNIDENTIFIED SPEAKER: Yeah, circle faculty had  
12 gotten -- had sent in things at the same time and it  
13 involved grades and other faculty were seeing the  
14 grades that students from the other faculty member.

15 DR. MIEDEMA: We have been trying to move away  
16 from the desktop printers because they break and jamb  
17 and they -- that's why we started to move into the  
18 better grade regional type printers because they're  
19 more reliable.

20 UNIDENTIFIED SPEAKER: But even people who had  
21 asked if they could bring in their own printers were  
22 told no.

23 DR. MARSHALL: Or in instances we're told yes,  
24 however, no tech support can be provided then, which  
25 is reasonable but.

1 DR. MIEDEMA: Let me -- that I can't answer  
2 today but I can take a look at it.

3 MS. SPENCER: Anything on the grading system or  
4 the class observations?

5 DR. MIEDEMA: Only question I have under class  
6 observations is the notification. The unwritten  
7 practice that we've been told is that we can say I'm  
8 going to come sometime in March to your 2:00 o'clock  
9 class rather than saying I'm coming March 12th at  
10 2:00 o'clock to do your classroom observation, is  
11 that considered appropriate notification? Because we  
12 have been told in the past that it was okay.

13 MS. SPENCER: I don't know the answer to that.  
14 I mean, when we've been evaluated it's usually like  
15 give me -- the provost would say give me a couple of  
16 dates that work for you and then we just send them  
17 the dates and they. So they know they don't show up  
18 and we're talking a test or something, but I don't  
19 know, that's a good question. What do you think?  
20 You want language -- I mean, I don't know.

21 DR. MIEDEMA: I just want a clarification what  
22 that means because we've been told, we have been told  
23 by individuals both ways when they have tried to set  
24 up a schedule.

25 MS. SPENCER: Okay. We'll look at that.

1 DR. MIEDEMA: So, just a clarification.

2 MS. SPENCER: Did I miss anything in there?

3 DR. MIEDEMA: That's it.

4 MS. SPENCER: Okay. Do you want to look at  
5 Article 6 before we? Okay. So, Article 6 is  
6 essentially reformatted, the language is the same,  
7 I'll let Debra pull that out, except for one area  
8 where we, one area where we restored language that  
9 was in the 2009 agreement and I don't know if it was  
10 dropped by an oversight or what we did, but language  
11 about just the handbooks being part of the contract  
12 and mutually agreed to. So, do you want to look  
13 through the -- any comments about this? Did you look  
14 through it? Start from the beginning I guess.

15 DR. MIEDEMA: Actually, I have quit a number of  
16 comments on this one.

17 MS. SPENCER: All right. Let's look at it.

18 DR. MIEDEMA: And part of it when I take a look  
19 at the very beginning in Article 6.2 is just  
20 language. Do we need to have the sentences in here,  
21 it has nothing to do with the content, but a faculty  
22 member whether tenured or not is entitled to academic  
23 freedom, we all know that, why does that have to be  
24 listed. We just said in A in recognition of the  
25 principle of academic freedom at the college this is



1       what we do. So, it's just do we need some of this  
2       extra language in here. It's not critical, it just  
3       adds to the length of documentation.

4             MS. SPENCER: Okay. So, that's one.

5             DR. MIEDEMA: And it's that -- under C it says  
6       in the spirit of academic freedom and shared  
7       governance, let's just state the fact, this is what  
8       is allow. B, moreover it is understood, let's just  
9       state the fact. Why do we need, you know. And  
10      that's just me, that's how I write.

11            The biggest area that I have that I need to  
12      address is textbook selection.

13            MS. SPENCER: Okay.

14            DR. MIEDEMA: And that really -- the question I  
15      have there is that textbooks we had suggested they  
16      also include required course materials because it's  
17      not just textbook, it's the access code, it's the  
18      other types of materials and they all through a  
19      review and that they -- the language I had originally  
20      suggested just said textbooks also include required  
21      course materials. Textbook adoption should follow  
22      all appropriate procedural requirements and shall  
23      document all required faculty discipline or cluster  
24      approvals. It just needs to go through the process,  
25      whatever that process is determined by the faculty to

1 be. I'm not prescribing a process, I just wants to  
2 see that we're following the process.

3 MS. SPENCER: Can we amend that like required  
4 course materials to say like meaning materials that  
5 students are required to purchase. Because if I  
6 require my students to do an on line reading that's  
7 an open source or something, I mean. We had this  
8 discussion at AAC and it was like we don't real need  
9 everything, like if I require them to look at a film  
10 on line, I don't want to have to go through a  
11 textbook policy thing.

12 DR. MIEDEMA: Absolute, and that's probably can  
13 be clarified just to say any student purchased.

14 We also had talked about whether or not we  
15 could look at three years versus two years for an  
16 election of book unless there's a significant change  
17 in the textbook. I know in medical terminology every  
18 two years there's a new textbook. If you read  
19 through the new textbook, there's probably one word  
20 that has changed so why are we changing textbooks.  
21 And this is all premised to try and reduce cost to  
22 our students.

23 I also had added in there that textbooks should  
24 also be reviewed for ADA compliance and electronic  
25 application to make sure they work with our system.

1 MS. SPENCER: Well add that. That's item 4 on  
2 this?

3 DR. MIEDEMA: Um-hmm. So, that was basically  
4 it.

5 Then down under E, you go down to E, it says no  
6 employee, it should say no faculty. And then after  
7 it says no employee it should say no faculty.

8 And a question has come up that this needs to  
9 get addressed here and that is which is compensation  
10 and honorary and what about travel. If a book  
11 company says I will pay your travel to go to this  
12 seminar, is that undue influence? How do we balance  
13 that? We've had several faculty in the past week  
14 request to travel and Pierson View is paying their  
15 way, is that appropriate or is that not appropriate?

16 DR. MARSHALL: May I ask a question?

17 DR. MIEDEMA: Um-hmm.

18 DR. MARSHALL: So, I teach on line for Nick  
19 (inaudible) in Louisiana and once a year I'm required  
20 to go through ethics training with them. The answer  
21 to that question there would be no, but that's a  
22 state requirement for all employees. Do we have  
23 something similar to that in the State of Florida?

24 MS. SPENCER: Ethics training?

25 DR. MIEDEMA: Nothing that's required.

1 DR. MARSHALL: Okay. That would have been an  
2 easy fix.

3 DR. MIEDEMA: But I looked at the request that  
4 we got and said is the faculty member going there to  
5 wooed and dined. No, they're going to be part of a  
6 task force to evaluate a new textbook. Okay. That  
7 makes me feel a little better. Is a faculty member  
8 in a department where they cannot overly influence  
9 the decision for a textbook. Yes, it's a large  
10 division. So, I said okay to this travel but when I  
11 sign my name to it I'm a little hesitant because I  
12 want to make sure that we are not setting any of our  
13 faculty up to be constrained or considered to be  
14 being influenced by an outside entity like that. And  
15 whether or not this is the spot to put it or  
16 somewhere else, but since we're talking about  
17 textbooks in honorarium, I thought this might be a  
18 place that we wanted to address that any sponsorships  
19 like that will need to be reviewed to make sure that  
20 that does not create an environment of coercion or.

21 MS. SPENCER: Well, I mean --

22 DR. MIEDEMA: I don't know what the correct  
23 legal term is.

24 MS. SPENCER: I mean, you have language in  
25 there already that says they can't do that service or

1 anything of value present or promised in exchange for  
2 requiring students to purchase a specific textbook.

3 DR. MIEDEMA: Is that for travel?

4 MS. SPENCER: I would think that would be  
5 something of value, travel, right?

6 DR. MIEDEMA: I consider it a value. Maybe we  
7 could say including travel.

8 MS. SPENCER: Okay.

9 DR. MIEDEMA: That would make me happy.

10 MS. SPENCER: So, that's above there in E,  
11 above, yeah, right there, no faculty. Is that a part  
12 of what the state requires though? Now, is that  
13 language coming from -- maybe we should just say no  
14 faculty member at Eastern Florida State, I don't know  
15 if it matters but.

16 DR. MIEDEMA: Yeah, no faculty of Eastern  
17 Florida State College rather than saying the Florida  
18 College System, that way we can modify the  
19 requirements.

20 MS. SPENCER: Yeah, that's why I'm saying like  
21 we should -- that why I'm thinking that.

22 DR. MARSHALL: I'm not going to put that in  
23 right now, let's research that.

24 MS. FERGUSON: If you want (inaudible) out and  
25 just capitalize faculty under number F.

1 DR. MARSHALL: Yes, thank you.

2 MS. SPENCER: Will you make a note there? I  
3 made a note on mine, that's fine.

4 DR. MARSHALL: Yes, I will.

5 MS. SPENCER: And then you did propose some  
6 changes that we could look at. Personnel files, I  
7 know that's going to come up again but. You wanted  
8 to put or stored electronically with restricted  
9 access. I'm sure that will come up again when we  
10 look at some of this other stuff but.

11 DR. MIEDEMA: It says things that are limited  
12 access but as we moved to electronic. That was the  
13 intent is that if it's electronically filed it has  
14 restricted access.

15 MS. SPENCER: I mean, we'd still call it the  
16 same thing, it's a limited access file.

17 DR. MIEDEMA: Um-hmm, whether it's hard copy or  
18 electronic.

19 MS. SPENCER: Okay. Anything else in there?

20 DR. MIEDEMA: Huh-uh.

21 MS. SPENCER: Okay. How about 6.6. You had  
22 proposed some changes.

23 DR. MIEDEMA: I had some changes from the  
24 lawyer in the group, but I think I can live without  
25 those changes.

1 MS. SPENCER: Okay. Who's the lawyer in the  
2 group?

3 DR. MIEDEMA: Kathy Cobb. She changed some  
4 words because she was adding lawyerees and I said  
5 let's keep it simple.

6 MS. SPENCER: All right. How about outside  
7 employment?

8 DR. MIEDEMA: Outside employment by question,  
9 and this is a general question, that with the college  
10 being on a four day week work week, when we say ten  
11 business days, is that two and a half weeks or two  
12 weeks? Are we counting it four days a week or five  
13 days a week? Because we need to be consistent  
14 throughout. And if that's the case, then let's say  
15 it's eight days because it's two weeks. And we see  
16 that over and over throughout the contract where we  
17 refer to days.

18 DR. MARSHALL: So, change to eight? Can we  
19 wait on that?

20 MS. SPENCER: Yeah, we'll talk about.

21 DR. MARSHALL: Sure.

22 DR. MIEDEMA: Because if we resolve it here, we  
23 resolve it throughout the contract. I just want to  
24 know because it's hard to count the days and know  
25 that you've gotten things done on the right basis.

1 We don't know how we're defining our weeks.

2 MS. SPENCER: All right. We'll look at that.  
3 How about 6.8, 6.9.

4 DR. MIEDEMA: The only thing I wanted to add in  
5 6.9 under A was that faculty teaching completely on  
6 line, may waive this requirement.

7 DR. MARSHALL: So, that would be B here?

8 MS. SPENCER: Yes.

9 DR. MIEDEMA: Yes.

10 DR. MARSHALL: Faculty teaching completely on  
11 line have --

12 MS. SPENCER: May waive.

13 DR. MIEDEMA: May waive this requirement. We  
14 don't force them to but they may waive it if they  
15 want.

16 MS. SPENCER: So, where would they meet  
17 students, just online I guess?

18 DR. MIEDEMA: Online, conference room, other  
19 designated areas that have been mutually determined  
20 by the provosts and the faculty member. Sometimes  
21 they share offices, it's just more convenient for  
22 them. Sometimes they share offices because they're  
23 not in on the same days, but that's their decision to  
24 make, we're not forcing them one way or the other.

25 UNIDENTIFIED SPEAKER: If they wanted a



1 separate office to themselves, could they have it?

2 DR. MIEDEMA: Contract says no more than three  
3 per office.

4 MS. SPENCER: Two.

5 DR. MIEDEMA: Two.

6 MS. SPENCER: Um-hmm.

7 DR. MIEDEMA: Whenever the contract says.

8 MS. SPENCER: Whatever.

9 MR. MOATS: Just out of curiosity, student  
10 records, either electronic, or paper tests, things  
11 like that, if they no longer have an office on  
12 campus, does that pose a problem for you as far as?  
13 I would presume then they would be storing those  
14 things at home.

15 DR. MIEDEMA: As long as they make them  
16 available for up to three years in the event of an  
17 appeal, that's -- that is the consideration.

18 MR. MOATS: So, when you have a falling out  
19 with a faculty member, how do you get all those  
20 things back?

21 DR. MIEDEMA: We make them turn them in before  
22 they leave.

23 MS. FERGUSON: We have that.

24 MR. MOATS: At least if they're physically on  
25 campus and in an office you can lock them out of

1 their office and you got them. Okay. But if they're  
2 at home, my concern would be what if they just don't  
3 bring them back. I mean, I'm just -- I mean, that's  
4 your problem but I'm just playing devil's advocate.

5 MS. FERGUSON: Yeah, maybe the old grade book  
6 that we had issues.

7 DR. MIEDEMA: Under 6.10, just a question.  
8 Where feasible the administration should provide  
9 parking spaces as close to building entrances as  
10 possible with a fifteen minute loading, unloading  
11 zone designation. Are we still doing that?

12 MS. SPENCER: We don't have it at the Melbourne  
13 campus for Building 7 but. Building 9 they do, and I  
14 think they do Building 1 they have loading. I don't  
15 know, that's a good question. We should look at  
16 that.

17 UNIDENTIFIED SPEAKER: There's one at 17.

18 MS. SPENCER: What's that?

19 UNIDENTIFIED SPEAKER: There's one at 17,  
20 there's one at 14.

21 MR. MOATS: Once all the construction is  
22 finished around here, that could be easily  
23 accomplished with just one or two spaces on the side  
24 of Building 8.

25 DR. MIEDEMA: I just wasn't sure if that was

1 still --

2 DR. MARSHALL: I think it is where possible.

3 MS. SPENCER: Yeah, where feasible.

4 DR. MIEDEMA: Okay. Then I don't have a  
5 problem it.

6 MR. MOATS: I mean, if you have a building  
7 that's totally --

8 DR. MIEDEMA: I just want to make sure --

9 MR. MOATS: -- landlocked by grass and no  
10 parking anywhere nearby, then it's not feasible.

11 THE COURT REPORTER: Excuse me.

12 DR. MIEDEMA: I'm sorry.

13 MS. SPENCER: And then 6.11 is the same  
14 language. 6.12.

15 DR. MIEDEMA: Just change it to SACS COC.

16 MS. SPENCER: Yeah, we missed that one. I  
17 missed that one.

18 DR. MIEDEMA: Under 6.13, is -- under A it says  
19 if sufficient number of faculty are not available  
20 from the appropriate discipline, do you mean tenured  
21 faculty?

22 MS. SPENCER: Yeah, I think we would -- we do  
23 want tenured faculty.

24 DR. MIEDEMA: I thought you might.

25 DR. MARSHALL: Sufficiently diversified faculty

1 members.

2 MS. SPENCER: It doesn't specify above that  
3 either. I don't think it ever did.

4 DR. MIEDEMA: No, it didn't.

5 DR. MARSHALL: Wait a minute, I think I'm in  
6 the wrong place. Any such committee shall consist of  
7 full time tenured faculty members, is that the right  
8 place to put it?

9 DR. MIEDEMA: Under A where it says -- the  
10 second sentence under A, if sufficient numbers of  
11 tenured faculty are not available from the  
12 appropriate discipline or campus or division, tenured  
13 faculty from another campus.

14 DR. MARSHALL: I'm wondering if it should be up  
15 here instead though.

16 MS. SPENCER: Yeah, it should be up top because  
17 we've never had that -- we didn't have that in there.

18 DR. MIEDEMA: Well, if you go on to your small  
19 b, c, d and e you talk about non-tenured faculty if  
20 you don't have enough tenured. So, it belongs here,  
21 not in the main sentence.

22 MS. SPENCER: You're right.

23 DR. MARSHALL: Okay.

24 DR. MIEDEMA: That's what made me see it.

25 MS. SPENCER: Yeah, that was in the. Okay.

1 DR. MIEDEMA: Next question I have here, it  
2 says in the second sentence on this page, the union  
3 shall be notified of creation and membership of all  
4 faculties screening committees and may recommend  
5 additional members if needed. Right now what we've  
6 done is simply send an e-mail to the UFF president  
7 saying this is the committee. When would we add more  
8 members? If we have four, is there a reason that the  
9 UFF would add more members? Or is this meant to say  
10 if you can't find enough, then they'll look for more.  
11 Because that's not what it says.

12 MR. MOATS: I think that was the intent.

13 DR. MIEDEMA: That's my question exactly. You  
14 know what I'm saying?

15 DR. MARSHALL: Yes, I do. So, and when a  
16 sufficient number cannot be.

17 MS. FERGUSON: Identified.

18 DR. MIEDEMA: Identified, that's good.

19 DR. MARSHALL: Does that make sense now?

20 DR. MIEDEMA: Yes.

21 DR. MARSHALL: How about additional members as  
22 needed instead of just needed? Better?

23 DR. MIEDEMA: Perfect. I thought that's what  
24 it meant but when you look at these things with a  
25 critical eye instead of being part of the discussion

1 at the time that they were written, you tend to see a  
2 little more.

3 Then I'm fine all the way down to b, d and my  
4 suggestion here would be the committee will file  
5 written recommendations concerning the finalists with  
6 the appropriate administrator who provides this with  
7 his recommendation to the vice president of academic  
8 affairs. They don't go to the president, he refers  
9 them all to me. So, we might as well say that.

10 DR. MARSHALL: We're okay with making that  
11 change?

12 MS. SPENCER: Yes.

13 DR. MIEDEMA: He makes the final decision but  
14 he doesn't approve any faculty member without my  
15 recommendations. Might as well just send them to me.  
16 Even staff members I look at, they wait for my  
17 recommendation.

18 And number C is a duplicate of Article 5.8. So  
19 we may want it one place and not necessarily in both  
20 places. Just so you know, it's indicated.

21 DR. MARSHALL: Where else did you see it, Dr.  
22 Miedema?

23 MS. SPENCER: 5.8.

24 DR. MIEDEMA: 5.8.

25 DR. MARSHALL: Thank you.

1 MS. SPENCER: How about vacancies and  
2 transfers?

3 DR. MIEDEMA: Go down to B, A, this is again a  
4 minor thing, but it says five business days. So, is  
5 that one day into next week?

6 MS. SPENCER: Okay.

7 DR. MIEDEMA: And the other question I have  
8 under this one is under C.5. First it has ten days,  
9 again is that two and a half weeks or two weeks? So,  
10 my question is the supervising administrator will  
11 notify the requesting member of a decision within ten  
12 days of the committee recommendation. This is  
13 referring to an in-house transfer that the faculty  
14 have chosen not to bring onto their campus. Do we  
15 notify them before we advertise or while we're  
16 advertising? Because sometimes the recommendation as  
17 it comes to me is if we can't find anybody else,  
18 we'll do this but we really would like to see who's  
19 outside. So, do I notify this faculty member that  
20 they are not going to be considered and wait to see  
21 these applications or do I wait until I get those  
22 applications and now that they've had the whole --  
23 the benefit of all the applicants the committee makes  
24 their decision.

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

1 DR. MIEDEMA: And I just want to make sure I'm  
2 doing it the way faculty wants to bring in the best  
3 person.

4 MS. SPENCER: Okay. We can look at that and  
5 try to figure out how to write that up. Because that  
6 has been an issue.

7 DR. MIEDEMA: Yeah, I know it has been, I just  
8 want to make sure that we're clean on it.

9 And then under J for involuntary transfer, the  
10 vice president of academic affairs will review all  
11 the numbers. Again, it's not going to be the  
12 president doing that.

13 UNIDENTIFIED SPEAKER: Academic affairs, you.

14 DR. MARSHALL: It's going to be the vice  
15 president of?

16 DR. MIEDEMA: Academic affairs. When we wrote  
17 this we didn't have a vice president of academic  
18 affairs. Had I known all of these were included in  
19 the job description, I may not have taken it.

20 DR. MARSHALL: And is that also here? Yes?

21 DR. MIEDEMA: Yes.

22 DR. MARSHALL: And also here?

23 DR. MIEDEMA: That one should be the president,  
24 he makes a final determination.

25 DR. MARSHALL: And how about here?



1 DR. MIEDEMA: That will be me. I do the  
2 notifying.

3 DR. MARSHALL: Okay.

4 MS. SPENCER: 6.1.6. 6.1.5 okay?

5 DR. MIEDEMA: Um-hmm.

6 MS. SPENCER: 6.1.6.

7 DR. MIEDEMA: 6.1.6, my recommendation is make  
8 this as simple as possible and what I'm saying there  
9 is that we have two councils and the number and  
10 distribution of the members and length of service is  
11 developed by the council. That way you have the  
12 flexibility between contract cycles if you need to  
13 change things because you need more of this person  
14 and less of this person on these committees. By  
15 having it here I don't want to be limiting it. So,  
16 my suggestion is that you simply say the total number  
17 and distribution of members and terms and length of  
18 service will be developed by the councils.

19 MS. SPENCER: And published in the handbooks,  
20 right? We can add that, and published in the  
21 handbooks. And then we had language, and I don't see  
22 it on your handout, that was in the 2009 contract so  
23 it would be item D that the college and UF Brevard  
24 will mutually develop procedures and the handbooks  
25 are by reference incorporated into this agreement

1           which will be changed only by mutual agreement. We  
2           had dropped that in the 2012 contract and I don't  
3           remember in my notes ever going and discussing that  
4           particular thing and that's probably an oversight on  
5           my part, but the handbooks should be understood to  
6           be, and they are understood, as part of this  
7           agreement.

8           DR. MIEDEMA: I will have to consider that  
9           because I don't believe that they should be.

10          MS. SPENCER: Okay.

11          DR. MIEDEMA: Because, again, it ties you into  
12          specific language that cannot be changed without  
13          going through that whole process and as we know, the  
14          development of those handbooks can take a year and in  
15          that period of time you're in limbo as far as what  
16          standards we're following through on and I would  
17          prefer to keep this as clean as possible in here and  
18          give faculty as much flexibility as possible in  
19          managing your own process.

20          MS. SPENCER: Okay. So, we'll look at language  
21          that we can make that would address that and still  
22          satisfy our responsibilities. Okay.

23          DR. MIEDEMA: And that's why if you look at B,  
24          my suggestion would be that all voting members of the  
25          academic affairs council will be faculty and

1 equitably represent the clusters rather than saying  
2 there will be this many plus one and that type of  
3 thing. Let you make those decisions as you get  
4 together as a group. It's your meeting to run, it's  
5 your council to establish. So why be tied into  
6 language here that you have to have this many and  
7 this many and this many. That's just my suggestion.

8 MS. SPENCER: Okay. That was the idea  
9 originally.

10 DR. MIEDEMA: And the only thing I would add  
11 there is that the chair of the AAC will present a  
12 list of voting members to the president or designee,  
13 me, annually. Because it does say that the president  
14 of the UFF and the president of the college make  
15 these appointments. So, somewhere we need to say  
16 that this was just reviewed.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: And the same under the tenure,  
19 just to make the same type of language.

20 Under D, I would just say your voting members  
21 of the following committees if the committees are  
22 active. Because sometimes we go a year or two  
23 without having these committees even in operations  
24 such as insurance. We may or not have an insurance  
25 committee. We haven't had one now for several years,

1 right?

2 MS. FERGUSON: And there's been no major  
3 changes.

4 DR. MIEDEMA: And we did away with the C, the  
5 Coast, that no longer is in existence. So, you can  
6 scratch that out of here.

7 MS. SPENCER: All right.

8 DR. MIEDEMA: Because it's not there. If we  
9 would create that, we would want to make sure that  
10 faculty are full time, are full voting members of  
11 that committee, it's just not in existence right now.

12 DR. MARSHALL: So, take that out?

13 MS. SPENCER: Yeah, take that out.

14 DR. MIEDEMA: If you want to leave it there,  
15 you can by saying if they're active, or you can  
16 strike it because it's not active.

17 DR. MARSHALL: It's gone.

18 DR. MIEDEMA: And under 6.9, was my only other  
19 comment. And I'm sorry to be monopolizing the  
20 conversation.

21 MS. SPENCER: No, no, you're doing fine.

22 DR. MIEDEMA: It says a retired faculty member  
23 in good standing shall have privileges to use the  
24 college athletic facilities such as athletic  
25 facilities rather than wellness programs because it's

1 not a wellness program but we do have gym facilities.  
2 We may not have a wellness program on each campus  
3 which means you have a man but we have athletic  
4 facilities on every campus and our retired faculty  
5 should have access to those things. That's just a  
6 suggestion.

7 MS. SPENCER: That's good.

8 DR. MIEDEMA: A faculty member who is retired  
9 is in good standing because you didn't get termed.

10 MS. FERGUSON: That always puzzled me.

11 DR. MIEDEMA: Only if you're in good standing,  
12 Judge. That's it.

13 MS. SPENCER: Okay. So, that's Article 6.  
14 Compensation. So --

15 DR. MARSHALL: Should we caucus now? Would  
16 this be a good time to have a break?

17 MS. SPENCER: Can we do that? Can we take a  
18 twenty, thirty minutes? Okay. Let's do that. Can  
19 we do that?

20 DR. MIEDEMA: Um-hmm.

21 MS. SPENCER: Shall we leave or would you like  
22 to?

23 MS. FERGUSON: They have Judy.

24 DR. MIEDEMA: Let us go so she doesn't travel.  
25 We don't like to have to make her trip and fall.

1 MS. SPENCER: Oh, okay. All right. Thank you.

2 (Thereupon, the meeting was concluded at 3:55

3 p.m.)

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STATE OF FLORIDA )  
( SS:  
COUNTY OF BREVARD)

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

DATED this 11th day of March, 2015.

\_\_\_\_\_  
JILL CASEY, RPR  
Court Reporter