

TRANSCRIPT OF THE  
UNITED FACULTY OF FLORIDA  
NEGOTIATION MEETING  
MAY 27, 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 Holly Schmid, Court  
Reporter, held on the 27th day of May, 2015, commencing  
at 2:00 p.m.

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1 DR. MIEDEMA: We have the agenda, as proposed by  
2 the UFF of Brevard, so we would like to go ahead and  
3 proceed. And the first item on the list is compensation  
4 in Article 14. So do you wish to start or do you --

5 MS. SPENCER: We would like to go back and look  
6 at the budget, so we would like to hear what that report  
7 was.

8 MR. PARKER: We did tell you that we were going  
9 to take a very strong look. We thought we were pretty  
10 much at the end of what we could probably do with three  
11 years, six and a half, two and a half -- we went back,  
12 and of course, everyone deserves a lot of credit doing  
13 everything they possibly could to try to make the offer  
14 better.

15 We told you we couldn't make a promise because  
16 we were a little bit -- lacked confidence that it was  
17 going to go up from there. But we really pushed the  
18 year one, which was very rigid from two-and-a-half  
19 percent. We felt any further cuts to the services that  
20 we are going to have to do, in addition to the cuts we  
21 were going to do would probably be detrimental to our  
22 students.

23 So basically, the whole team had to draw the  
24 line there at that amount. So we started to push hard  
25 on year two and year three. Is there any way we can

1 push year two and three up? We came to consensus that  
2 it was risky, but worth it because we all want the best  
3 for our faculty. And we decided, even though it's  
4 risky, and the revenue is -- I don't want to say the  
5 same things over and over again. You know the situation  
6 we are dealing with, our revenues and the fact that our  
7 enrollment is going down.

8           We are not sure where we are going to end up.  
9 Year 2 and Year 3 could be a difficult challenge for us,  
10 even at 2 percent, but we decided to push those to 2.5  
11 percent. So the offer has lifted now from 6.5 percent  
12 over three years, to 7.5 over three years.

13           So it's 2.5 in the first year; 2.5 in the second  
14 year; 2.5 in the third year. It might also be worth  
15 mentioning when we started out -- and it was really in  
16 good faith -- we thought we were at the upper limit of 5  
17 percent, and you are now at 10 percent. We are seven  
18 and a half, right in the middle of where we were both  
19 at.

20           So we believe it's an appropriate compromise.  
21 It's the best we can do. I'm still very concerned about  
22 it, from a financial perspective, especially as we  
23 progress, but I also know the importance of making sure  
24 our faculty is rewarded for the exceptional work they  
25 do. And so I'm on board, even though it's going to be a

1 little bit tough.

2           So with that, that is, unfortunately, our last,  
3 our best, and our final offer. It's the most we can  
4 possibly do. It is due today at 5 p.m. That's the  
5 concern for us as well. That's why I appreciate the  
6 long agenda because I love getting a lot of things done,  
7 but the TA wage article, getting it done, so we can tell  
8 Mr. Laird it's done, so they can begin to make the  
9 changes that they have to make to create the revenues  
10 needed for the next fiscal year.

11           And with that, you may not be able to respond to  
12 it immediately when we caucus on it. And we are more  
13 than willing to step out and do that.

14           MS. SPENCER: I appreciate your offer and coming  
15 up. Why don't we do this before we caucus, why don't we  
16 look at some of the issues in Article 6 and at least  
17 begin Article 8, if that's all right, but with the  
18 expectation, within an hour, we will probably caucus to  
19 take that into --

20           DR. MIEDEMA: With the importance of trying to  
21 get the compensation done, would not Article 14 be a  
22 better one to attack or are there things within six and  
23 eight that --

24           MS. SPENCER: Sure. There are changes that are  
25 part of the bargaining process, so in terms of

1 considering your offers and responding in good faith, we  
2 have to know what we are dealing with in those other  
3 articles before we agree to a contract and have some  
4 idea, generally, where we are going.

5 We have had some sticking points in both those  
6 articles. We offered language for Article 6 about the  
7 handbooks. I think last week we gave it to you, if you  
8 would like to clear that up. Also, in Article 6, the  
9 handbook issue is related to the things in Article 11  
10 where you went through, and we can go through those  
11 articles and see how far apart we are in those issues  
12 because they are all tied up together.

13 I understand -- and still, the compensation is  
14 the most important issue that we are going to talk  
15 about, but we want to take an hour and look at where we  
16 are, what the big differences are, so we can make an  
17 informed response and have more talks.

18 MR. PARKER: I would like to make a  
19 recommendation. I think that we know our differences  
20 pretty well on those articles. We know your position.  
21 You know our position, and hopefully, we can come to  
22 consensus in that hour. We are playing with fire to  
23 take what little time we have, and you said last week  
24 how important the wage article was. It was the priority  
25 to you, the priority. We agree. It is the priority to

1 us.

2           And now that we are up against a deadline of 5  
3 o'clock, it is more priority than ever, so if we are  
4 going to have any dollars in next year's budget for any  
5 increases for our faculty, I mean, we have to have an  
6 answer by 5 o'clock. I realize there are other articles  
7 that have ramifications and things we need to discuss,  
8 but I would not propose that we waste a single minute  
9 talking about anything, other than the wage article.

10           And I want to get a TA and get it done, and we  
11 can move on and talk about those other articles, and  
12 hopefully, come to consensus, and we are willing to do  
13 that, but to me, I don't want to waste a minute outside  
14 of this wage article.

15           MS. SPENCER: So I appreciate that, and I  
16 appreciate that you are offering that in good faith, but  
17 the deadline of 5 o'clock is a self-imposed deadline.

18           MR. PARKER: It's not self-imposed. It's  
19 imposed by the accounting office. You better respect  
20 it. That's all I can say. It is a deadline that is  
21 imposed upon us, and in order for the people to be able  
22 to crunch the budget fast enough to where there are  
23 revenues in the budget proposal that's going forth, if  
24 we push them past their deadline -- they wanted a  
25 deadline a few days ago.

1           We knew we were probably going to meet on  
2 Wednesday. We pushed them, and they are all standing  
3 ready to work all night tonight and tomorrow and through  
4 the weekend to get this done. If we fall short of our  
5 deadline, please don't underestimate the consequences of  
6 that. The consequences are severe in the fact that  
7 there will be a budget proposal being pushed with no  
8 revenue dollars in there for any wages for next year.  
9 That would be the consequences.

10           This is not something to play with. This is  
11 serious, and I would suggest that we just negotiate the  
12 item, get it done, get a TA, do our jobs and move on and  
13 get the other items done.

14           MS. SPENCER: Have any of you been promised an  
15 incentive for delivering the Article for today?

16           MR. PARKER: No. The only incentive is we can  
17 actually get it done, and hopefully, do what we are  
18 supposed to do for our faculty, all of us.

19           MS. SPENCER: We will take a brief caucus of 10  
20 minutes.

21           (Whereupon, a caucus was taken.)

22           MS. SPENCER: So what we can do is we have --  
23 the contract in front of you has the revisions for  
24 Articles 6 and 8. And we can work until 4:30, see how  
25 far we get. Compensation is our top priority, but it is

1 not our only priority.

2           So we would like to go through those two  
3 articles with you. By 4:30, wherever we are, we will  
4 stop, take another brief caucus and be able to give you  
5 an answer before 5 o'clock. So -- and if we can get  
6 through all this -- and we haven't really talked about  
7 Article 8 since April I think, so if we can get through  
8 this stuff. And we have typed up the stuff. We have  
9 your suggestions. We can review that. If we can get  
10 some work done on that, I don't see any reason why we  
11 couldn't walk out, all of us happy.

12           MR. PARKER: I appreciate that, but we are not  
13 willing to negotiate any article, other than the wage  
14 article right now. You made your case last week very  
15 well that it was the priority. We told you we were  
16 going to dedicate this time to it, and to us, that's the  
17 priority.

18           We have got to knock that home first. We will  
19 get that done, and then we will come back and revisit  
20 those articles. We have no problem with that. It's  
21 again, the same thing we said before we caucused. It  
22 shouldn't be a surprise to you. We have got to knock  
23 that out. That is essentially important. We cannot --  
24 30 minutes is not adequate time to -- if it doesn't end  
25 the way we are hoping it ends, we have to put a lot more



1 energy into it to try to -- for our faculty's benefit.  
2 So right now we are staying focused on that particular  
3 article, and that's the one we are prepared to negotiate  
4 at this moment.

5 MS. SPENCER: When you come in to negotiate -- I  
6 mean, the idea of negotiating in good faith is that  
7 wages, hours and working conditions, all of those things  
8 are on the table. So for you to come in and say you are  
9 not going to negotiate anything today, but wages is  
10 really a violation of that.

11 MR. PARKER: No. We are willing to negotiate  
12 every article that you would like to negotiate. We  
13 always stand by that, but right now we are negotiating  
14 Article 8 (sic), and we want to get that fully  
15 negotiated because of our deadline. I'm sorry, Article  
16 14 because we want to get that fully negotiated before  
17 we move on.

18 MS. SPENCER: Well, it's tied up with these  
19 other articles.

20 MR. PARKER: Every article is independent unto  
21 its own and can be TA'd unto its own. I mean, if that  
22 is your position, I mean, you can take it, but this  
23 article is too important to squander the few minutes we  
24 have left in this day. We have moved very slowly, as  
25 far as -- I've been involved in a lot of negotiations in

1 my life. I've never seen negotiations move as slowly as  
2 these.

3 If we are going to go ahead and mess around with  
4 another couple of articles and still not come to  
5 consensus and burn another hour of critical time when  
6 the wage article is of paramount importance to you and  
7 to us, I think that's fool-hearted.

8 I think we need to be totally laser-focused on  
9 getting something done, actually having accomplished  
10 something for our faculty, because that's what we are  
11 both here for. And then we can go ahead, in good faith,  
12 and negotiate every other article, but right now we have  
13 got to place an emphasis on that article because of the  
14 time constraints.

15 And we have talked about this last week and the  
16 week before. This should not be a surprise. And for us  
17 to explain our position and then caucus and then come  
18 back in and then you say, virtually, the exact same  
19 thing, as if it's something new. No, it is not new. We  
20 do not want to negotiate other articles at the moment.  
21 We want to stay laser-focused on the wage article  
22 because our faculty deserves that effort.

23 MS. SPENCER: If you are interested in talking  
24 about a one-year deal, we can talk about a TA.

25 MR. PARKER: Not interested in a one-year deal.

1 We've talked about that as well.

2 MS. SPENCER: So are you refusing to negotiate  
3 those other issues? Is that what I'm hearing?

4 MR. PARKER: We are not. We want to finish  
5 negotiating this wage article, as we have talked about  
6 now. We don't want to waste more time and put this off  
7 and possibly miss this deadline that I don't think,  
8 quite frankly, Lynne, you taking seriously enough.

9 MS. SPENCER: I don't think you are taking very  
10 seriously that we have responsibility to negotiate  
11 wages, hours, and working conditions for -- will you let  
12 me speak? You have been quite rude.

13 MR. PARKER: You've accused us before we left of  
14 taking a bribe before we left.

15 MS. SPENCER: I did not.

16 MR. PARKER: We opened up negotiations by  
17 bashing our president. This is --

18 MS. EARLE: Sir, you are being completely out of  
19 control, and I'm walking out.

20 MR. PARKER: Go. Go. This has been your style.  
21 We have been extremely forthcoming. We have spent the  
22 last week of our lives doing everything we can to put  
23 every penny we can at our own peril because that's how  
24 much we care. Okay, and for you to say the kind of  
25 things that you say, in hopes -- I don't know what -- I

1 have never seen that tactic used before. I haven't seen  
2 that kind of a tactic used before. It doesn't work.  
3 It's not pleasing this side of the table. They are your  
4 members, and you care a lot about them. We get that,  
5 but they are our faculty, and nobody cares more about  
6 our faculty more than us.

7 MS. EARLE: Sir, you have made two threats --

8 MS. SPENCER: Stop. Stop.

9 MS. EARLE: You have threatened us twice.

10 MR. PARKER: I have?

11 MS. EARLE: Yes.

12 MS. SPENCER: You are more familiar, clearly,  
13 with a the jailhouse than a college.

14 MR. PARKER: I'm familiar with every  
15 governmental operation there is.

16 MS. SPENCER: Part of our ground rules when we  
17 came in here -- and I did not bash Dr. Richey.

18 MR. PARKER: You did, and the script will say  
19 you did.

20 MS. SPENCER: Well, I would like you to point  
21 that out.

22 MR. PARKER: I will be happy to point that out.  
23 Do you want to waste more minutes that are not  
24 wage-related for our faculty, or would you like to  
25 actually get something done in time?

1 MS. SPENCER: We would like to get something  
2 done. We would like to talk about -- let's start with  
3 Article 8, then. We can take an hour and a half, and go  
4 through Article 8, see if we can get through that and  
5 still meet your deadline and have an opportunity to give  
6 you an answer.

7 DR. MIEDEMA: What I asked before we took the  
8 caucus were there other issues with Article 6 and 8 that  
9 are economic-compensation related that would make an  
10 impact on the decision on a wage package.

11 The other issues, yes, they are important, and  
12 we will continue to negotiate those things, but I don't  
13 understand how the two are necessarily tied together.  
14 What does Article 6 have to do with the wages, unless  
15 you show me that?

16 So rather than have a shotgun approach and do a  
17 little bit here and a little bit here, let's finish.  
18 And this was the one you identified last week as being  
19 important, so let's try to finish that one. That's all  
20 we are trying to say.

21 MS. SPENCER: To say again, the negotiations are  
22 about wages, hours, and working conditions.  
23 Compensation is our top priority. It's not our only  
24 priority. In Article 8, where you have in the proposal  
25 -- would you like to talk about your proposal for

1 Article 8 where you outlined you want faculty to work on  
2 hourly, like hourly wage, like they are making an hourly  
3 wage. That is an impact on faculty, in terms of  
4 economics.

5 If a faculty member is teaching clinical classes  
6 and they have two days a week that they are onsite for  
7 clinicals 12 hours a day, and they do their office hours  
8 at another location, besides the campus, and you want to  
9 make them come into the campus to do those hours, that's  
10 an economic impact. That's gasoline. That's cost out  
11 of their pocket, and they have to be there. That's just  
12 one example.

13 And the other thing is we -- you know, the part  
14 of the negotiations is wage, salary and working  
15 conditions are a total package. You negotiate. You  
16 talk about them and work through them together. If we  
17 sit here and sign off on Article 14, then we have no  
18 bargaining power for the rest of this. And based on  
19 what you sent to us, which we haven't talked about at  
20 the table, yet, the proposal for Article 8, we can at  
21 least take 30 minutes and hear the proposal and review  
22 the article that we have here and see where our  
23 differences are.

24 There's no reason that we can't do that. It's  
25 not 5 o'clock. It's not even 3 o'clock, yet. So

1 there's no reason we can't go through and look at that  
2 in good faith and say, "Here is where our differences  
3 are. Here is where we are going and here is where we  
4 are going to resolve it." And see where we are on those  
5 things. Those are important, too. They are not the top  
6 priority, but they are important.

7 DR. MIEDEMA: I understand, and we want to  
8 address all of those. I hate to keep referring to  
9 history, but in the history, we have marched through the  
10 contract and looked at one article, TA'd it, and moved  
11 on to the next and we are changing that format this  
12 time, and it's causing more confusion I feel for me  
13 because we are doing bits and pieces, rather than  
14 finishing one piece that we are working on, which is  
15 what we have always done in the past.

16 We had enough trust and faith with each other  
17 that we could say, "We are going to address Article 3  
18 and then move on to Article 4, and then we would like to  
19 jump to Article 14," but we finished those things as we  
20 went through.

21 Last week and the week before I asked if we  
22 could finish Article 6 and Article 8 because they were  
23 hanging out there, and you wanted to move on to  
24 something different. So that's what we did. Now you  
25 want to jump back to it, so we just need a good

1 consistent plan for addressing this. And we have been  
2 given considerable pressure to get Article 14 completed.  
3 That's why we want to address that one.

4 MS. SPENCER: I understand. That's why I'm  
5 saying, there's a lot we can get done. You said you  
6 wanted to talk about Article 6 and Article 8. Those are  
7 the major articles that are keeping us apart. That's  
8 pretty much what's left.

9 We have done gone through one, two, three, four,  
10 five, seven. We have gone through nine, and we have  
11 aligned the language with the appendix. We looked at  
12 that briefly. Article 10, professional development. We  
13 talked about that at the table.

14 Article 11. That's where we have make the  
15 change from the five to seven years for the tenure. We  
16 have minor issues to discuss there. There's not a whole  
17 lot of -- that remains, besides Article 6 and Article 8.  
18 And the things that are keeping us apart in those two  
19 articles are not leaps and bounds away.

20 The last time we met we gave the language for  
21 the impasse we were having about the handbook. We gave  
22 you language that didn't bind you, as far as having to  
23 review every change to the handbook. And we can talk  
24 about that. If we get that taken care of, then other  
25 things fall into place in Article 11, and there's no



1 reason we can't walk out of here today with  
2 understanding for major issues we have, including  
3 Article 14.

4 I mean, I don't see that as an impossibility.  
5 In an hour and a half, we can do a lot of work. We have  
6 come a long way. We have worked on the language. We  
7 have put it together in this package here, so that we  
8 can look through it, and you can decide whether, in good  
9 faith, this is something we can go forward or are we far  
10 apart and we are going to have to do further work on it.

11 So I don't see it as an impossibility. I don't  
12 see that we have to decide right here and now. That  
13 might make you more comfortable, and we can take an hour  
14 and a half to talk about Article 6 and Article 8 and see  
15 where we are and still have some -- a fair answer for  
16 you at that point.

17 We will have a better idea of where we are and  
18 where the sticking points are, what we are willing to  
19 compromise with you on, so that you can get what you  
20 need to get.

21 DR. MIEDEMA: So what you are basically  
22 addressing is that the office hours are an economic  
23 compensation part of the economic package?

24 MS. SPENCER: Not the office hours, but the  
25 location of the office hours, which so far, the contract

1 has been working in the last six years. There doesn't  
2 seem to be any major problems, as far as the office  
3 hours, where the faculty go to do those, as outlined in  
4 the contract and what you proposed changing was to make  
5 faculty -- and we actually proposed a compromise,  
6 suggesting that, if you want faculty on campus four days  
7 a week, how about three days a week?

8 We specify that three of those days have to be  
9 -- office hours have to be on campus. That's meeting  
10 you part way because right now the way the contract is  
11 written people can do their office hours, as long as  
12 they do them four days in a row, 30-minute increments.  
13 Really, I don't think there is a lot of faculty that  
14 fall into that category, but it does have an economic  
15 impact on the faculty that do have office hours in other  
16 locations.

17 DR. MIEDEMA: And you are willing to risk the  
18 rest of Article 14 for office hours?

19 MS. SPENCER: I find it -- I understand that you  
20 have been put under pressure to deliver on Article 14  
21 today. But that's not -- let's see. If we make  
22 progress on six and eight, we can give you an answer on  
23 14.

24 DR. MIEDEMA: And if we don't make progress on  
25 six and eight, then we have no answer on 14.

1 MS. SPENCER: You will have an answer, of some  
2 kind, today on 14.

3 MS. ZACKS: The pressures that are on your side  
4 are also on our side, too. Okay? My question is with  
5 -- I'm probably speaking out of turn, but are there any  
6 specific problems that you may have with faculty that  
7 aren't meeting their office hours? There's policies and  
8 procedures to address that. They should be individually  
9 disciplined, if that's the issue.

10 DR. MIEDEMA: And when that happens, then we are  
11 taken to grievance, so we want clear language, so we  
12 understand because managerial rights gives us the  
13 opportunity to do things, but when we do, then we open  
14 ourselves up for grievance. And that's all we are  
15 trying to do is get some clarification to the language,  
16 so that people understand what that means.

17 MR. ZACKS: You paint the picture it's a  
18 widespread problem. It doesn't seem to be.

19 DR. MIEDEMA: It is a problem. It is a problem.

20 MR. ZACKS: It is a widespread problem or is it  
21 individual?

22 DR. MIEDEMA: It is a problem now because I  
23 cannot address individual problems.

24 MR. ZACKS: So there is no policies and  
25 procedures to discipline an employee that doesn't follow

1 the guidelines.

2 DR. MIEDEMA: Because the interpretation of the  
3 guidelines varies. That is why I cannot address them on  
4 an individual basis. When I do, I am told that we are  
5 not being consistent across the campuses, and it's cause  
6 for a grievance. So we need to address it. We need it  
7 clear cut.

8 MS. MARSHALL: I think we would agree with you  
9 on that point, that that language does need to be  
10 clarified, so that we are all on the same page with how  
11 to move forward.

12 DR. MIEDEMA: And it may take more discussion  
13 that we have at this very moment, and I don't want to  
14 jeopardize the compensation with that discussion. We  
15 will get to that because we will not stop, until we get  
16 an answer to those things, but it may take us more than  
17 the time we have today. And I just don't want to see  
18 that become the driving force when what we are looking  
19 at is to try and make sure that we have the economics in  
20 order.

21 MS. SPENCER: Let's take a few minutes to talk  
22 about what language you would like. What would you like  
23 the office hours language to say?

24 DR. MIEDEMA: I think, before I can answer that,  
25 we are going to need to take a caucus because we have

1 some very strong feelings on that. You have some very  
2 strong feelings on that, and that discussion, at this  
3 moment, may derail the other conversation that we really  
4 need to have. And I don't want to cause harm in the  
5 process of having that discussion.

6 So I just got your information a short while  
7 ago. I haven't had a chance to digest it. You have my  
8 information from the other week.

9 MS. SPENCER: None of that has been presented at  
10 the table, your information, so there's no way we can  
11 discuss that. We can't discuss that over E-mail. You  
12 have to present it at the table, so it's out in public,  
13 so we can have that conversation.

14 DR. MIEDEMA: I understand that, but generally,  
15 you can at least look at it, so you know what is going  
16 to be presented, so you are ready to make a response.  
17 I'm not ready to make a response for something we just  
18 now saw.

19 MS. SPENCER: We can go through it.

20 DR. MIEDEMA: That's what I need to take a  
21 caucus on.

22 MS. SPENCER: Okay. No problem.

23 (Whereupon, a caucus was taken.)

24 DR. MIEDEMA: Well, we talked about it a little  
25 bit while we were meeting, and I have a proposal that I

1 would like to take a look at.

2           When we met last week, we talked about the  
3 compensation package and Article 14, Article 14 is what  
4 I sent out to my team and the Provost (phonetic) for  
5 their input and review. I did not send them six. I did  
6 not send them eight, and since there are areas there  
7 that we are not in agreement with, at this moment, I  
8 just don't feel that I'm prepared to be able to make  
9 those changes right this moment.

10           I would like to be able to negotiate them. I  
11 would like to be able to discuss them. I would like to  
12 be able to hear what your concerns are with each of  
13 those, so I can clearly represent that to the Provost  
14 and get their input, so that we can have that meaningful  
15 conversation. I just can't do that at this moment  
16 because I was not prepared for that.

17           And I apologize for that because I just assumed  
18 that our meeting today was going to be concerning  
19 Article 14, and that's what I sent out for review. So  
20 if you would like to take some time now, going through  
21 those two areas that -- concerns that you have there, so  
22 I can clearly understand them, and I can represent those  
23 back to our Provost, I will be glad to negotiate with or  
24 without the information on Article 14, but I'm not  
25 prepared to do that at this moment.

1           I don't know if I will be prepared, depending  
2 how long it would take us to do that, if I can get that  
3 information out to the Provost and get an answer back on  
4 what their feelings are. Just like you need to  
5 communicate with your membership when you have critical  
6 issues, I need to be able to communicate with the  
7 Provost, and I just didn't do that this week because  
8 that was not where I thought we were heading.

9           MS. SPENCER: Let's take 30 minutes and look  
10 through Article 8 and maybe that will help clarify some  
11 of those things. We are specifically going to look at  
12 the contract language and the agenda, proposed agenda.

13           Attached there are the -- actually, the language  
14 that we gave you -- that is before we left the Article 6  
15 -- whether we have a handbook for reference or whether  
16 we put the language in there, we can sort that out at  
17 another time. So that's something I think we can work  
18 on later.

19           Article 8, though, the faculty contract length  
20 the days, office hours, that is where we left the table  
21 before, and you said there were issues with grievances,  
22 misinterpretations, or whatever the issue is. So on the  
23 handout there, proposed office hours, we had talked  
24 about this last time or the time before at the table, so  
25 it is not new language. You have seen this language

1 before. So we can go over that and see if there are  
2 differences to what you want out of Article 8 and where  
3 we are on Article 8 and that would be -- that would be  
4 helpful. It would be progress.

5 MR. AKERS: Which document should we be using?

6 MS. SPENCER: We took the language on office  
7 hours out of this contract, so you go back and forth.  
8 It's called "Proposed Office Hours, Version 2." It's  
9 language we looked at at the table last week or the week  
10 before and it's --

11 MR. AKERS: Got it.

12 MS. SPENCER: We have discussed the language.  
13 We just cleaned it up and put it here because we hadn't  
14 come to a resolution at the table on that. So it's on  
15 page -- I believe it's the fourth -- fifth page. And so  
16 -- I can put it on the overhead. Would that be helpful?

17 DR. MIEDEMA: That would be helpful, yes, I  
18 think. See if it actually works.

19 DR. MIEDEMA: So that's the major component of  
20 Article 8 that you want to address is the office hours?

21 MS. SPENCER: That part and the faculty contract  
22 length, given the -- are there any major changes that  
23 you want to make, in terms of length of the contract?  
24 You had circulated language, but we had not discussed it  
25 at table, so that's the only other concern.



1 MS. MARSHALL: That's about as good as I can do,  
2 folks. Leave it there for now.

3 DR. MIEDEMA: We had talked before about the  
4 five of the office hours be scheduled over a period of  
5 not less than four work days.

6 MS. SPENCER: Right. That was part of the  
7 original language of the contract. The faculty members'  
8 office hours be scheduled over four days and in not less  
9 than 30-minute increments. The location of those office  
10 hours was I think where there seemed to have been some  
11 confusion by the interpretation.

12 I didn't really see it, but we tried to clarify  
13 that, so at least five of those office hours, scheduled  
14 over a period of not less than four days. Then it says,  
15 "This language from the original contract" -- well, the  
16 on-line office hours that was in the original contract.

17 DR. MIEDEMA: And we had talked about the  
18 on-line hours being 50 percent versus the five hours,  
19 and I don't think we came to a resolution on that piece  
20 of it, either, and one of the other pieces that we  
21 talked about here, which is not listed on this at all,  
22 is we have No. 4 where we say, "Faculty members in  
23 health sciences where they have clinical field  
24 experience they can schedule a maximum of 50 percent of  
25 the required office hours at the clinical site, in

1 addition to those." So they can do half of it at the  
2 clinical sites.

3 We had talked about putting another statement in  
4 there about PSAV programs because the nature of the PSAV  
5 program being so one and one-tenths of those students,  
6 that they could count part of that time as office hours,  
7 and that way we can leave their point values at 10 like  
8 college credit -- point values at 10 because it would be  
9 the equivalent to the same amount of time on an average  
10 work week. So I don't see that language in there,  
11 either.

12 MS. MARSHALL: So for clarification, the  
13 additional 50 percent of the PSAV hours would be in lieu  
14 of increasing their load points or their credit points,  
15 whatever we want to call that.

16 DR. MIEDEMA: Correct. So they have the same  
17 amount of hours that they are working as everyone else  
18 is working between their teaching hours and their office  
19 hours.

20 MS. SPENCER: Yeah.

21 DR. MIEDEMA: That was one of the things we  
22 talked about adding that language in there.

23 MS. MARSHALL: So would No. 5 cover that in  
24 saying that the office hours can be at any place other  
25 than their office? Does that include, like, the floor

1 hours --

2 DR. MIEDEMA: We need a statement in there that  
3 says part of the hours is included in their teaching  
4 time, just like we do on No. 4, because our faculty who  
5 go out to the clinical sites do post conferences. They  
6 count that as office hours. So that's part of their  
7 office time while they are there.

8 If you take a look at the nursing faculty, they  
9 do 12-hour shifts with their students at the hospital.  
10 So that's a minimum of 12 hours of teaching time right  
11 there. They go out the day before to make out the  
12 assignments and work with their students. That's  
13 another two hours, so they have done 14 hours of their  
14 15 hours of teaching time already, and that's before  
15 they even step foot in a classroom to do teaching.

16 So we count part of that as their office hours  
17 their conference time with their students because it is,  
18 and so that they would have an equivalent amount of  
19 hours in a work week as faculty teaching on the AA side  
20 of the house. That's what I'm looking for is that type  
21 of language for our PSAV faculties because it gives them  
22 more of an equivalent. And they truly are doing that.  
23 When they are doing PSAV program, you're hands on  
24 working with welding or whatever else and you're talking  
25 about that.

1 MS. SPENCER: I think we can put that in there.  
2 We will do that right now.

3 DR. MIEDEMA: But that was one thing we wanted  
4 to include in that, but the question we have had related  
5 to the -- is it five hours or 50 percent of your office  
6 hours that may be done at an off-site? It may seem like  
7 what difference does it make because it's equivalent on  
8 the times, but if you have a release from hours, we  
9 wanted to clarify that, even if you are in release time,  
10 it's still 10 hours of office time. Remember, we had  
11 that conversation?

12 MS. SPENCER: Mm-hmm.

13 DR. MIEDEMA: And so the concern was that you  
14 could -- between the five hours that you can do at a  
15 site other than your office, meaning on-line, then you  
16 teach on-line, and you can do the more of your office  
17 hours on-line. You end up with one hour of actually  
18 on-campus time. So those are some of the concerns that  
19 we need to have clarified so -- and it's all about  
20 student access.

21 MS. SPENCER: Right, exactly. So in the  
22 contract revision -- I'm sorry for the holiday weekend.  
23 We had the team reviewing it, and the late delay was not  
24 intentional. It was the way all the pieces were  
25 managed, but in the definitions, where we talked about

1 release and reassignment time at the table, and we  
2 talked about -- we clarified that. On page 14, it says,  
3 "Release from assignment time. Reassignment and  
4 instructional loads only applies to instructional time,  
5 not advising hours."

6           So if someone is given release time, they are  
7 released from part of their instructional loads  
8 reassigned, they are not released from advising hours,  
9 so they still have that responsibility to have those  
10 office hours.

11           DR. MIEDEMA: And we had some -- the question I  
12 have is with changing it from three days, to four days.  
13 If there is a need for student access over four days,  
14 does the manager, the supervising administrator, still  
15 have the right to expect that because, if so, we are  
16 right back where we were before, as far as consistency,  
17 grievances. We need it clearer cut.

18           For me to say that you never have to have office  
19 hours more than three days, it may not work. There may  
20 be situations where we need to have someone around that  
21 day because of the way our schedules run,  
22 Monday-Wednesday and Tuesday-Thursday classes. The  
23 student may be taking new class on Monday-Wednesday, but  
24 their schedule is such they don't have time to be --  
25 meet with their instructor, until Tuesday-Thursday, and

1 if you have put all of your teaching time and all of  
2 your office time on Tuesday, there's nothing for them on  
3 Thursday.

4 So there may be situations where we need to look  
5 at that, and we need to be addressing that. So that's  
6 one of the concerns that, by putting that so harshly  
7 that it may not meet those needs.

8 MS. SPENCER: So the language says you have to  
9 do office hours over four days and here what you are  
10 saying, as with what we propose as a compromise, three  
11 of those days would be on campus, which we don't have  
12 language in the contract now that specifies those hours  
13 have to be on campus.

14 But so in response to your concern, if the  
15 student needs to meet with the instructor on campus,  
16 days when they are not scheduled to be on campus, we  
17 could consider language that addresses that. We do,  
18 but -- "The student must schedule an appointment at a  
19 time other than during scheduled office hours."

20 It's just language that says you can --

21 MS. MARSHALL: So under No. 7, that would need  
22 to be tightened up and clarified for you. Is that  
23 right?

24 DR. MIEDEMA: Mm-hmm.

25 MS. SPENCER: So the student may request to meet

1 with an instructor, if they are only there on Monday and  
2 Tuesday, may request to meet with them  
3 Wednesday-Thursday, a faculty member.

4 DR. MIEDEMA: We just need to know that there's  
5 access for our students. That's the bottom line. It  
6 has nothing to do with wanting to force faculty to drive  
7 back and forth to campus every day. It has to do with  
8 student access.

9 And with the percentage of our students who are  
10 working adults, their time is not like a residential  
11 student where they are here all day, anyway, because  
12 they are hanging out and staying in their dorms. Our  
13 students are commuting back and forth, also, or they are  
14 going to their jobs and taking care of their children.

15 So we need to know that we have flexibility to  
16 be able to meet the student access needs, and that's  
17 what the bottom line is here. We are doing a lot of  
18 work with staff to increase student accessibility. We  
19 are looking at different ways to do an advisement,  
20 looking at different ways of doing business in almost  
21 every area of the college to enhance that student  
22 access.

23 We need to have the same type of availability  
24 for our faculty, for our students.

25 MS. SPENCER: How about, "In order to meet the

1 needs of the students faculty are expected to be  
2 available on request for on-campus appointments during  
3 regular college hours"? "By the request." "On the  
4 student's request"? Or what?

5 MS. MARSHALL: Have to be careful with that  
6 because I don't want to come in at midnight on Thursday  
7 night. "Normal hours."

8 MR. LAMB: But then is it in writing? Can I  
9 send you an E-mail at five till three, and expect you to  
10 be available at three?

11 MS. SPENCER: No. We need to qualify that not  
12 to say, "You need to drop everything and get over there  
13 now."

14 DR. MIEDEMA: If I can get a better idea of  
15 where the clarification is coming from, and nobody is  
16 looking to try to harm anyone. We are trying to  
17 increase the success of our students, and that's one of  
18 the pieces of it. So I'm okay with that piece of it.

19 MR. LAMB: Can I ask a question that's going to  
20 reveal my ignorance?

21 DR. MIEDEMA: Yes, sir.

22 MR. LAMB: Going back to the PSAV instructional  
23 and advising hours, I know that that's not college  
24 credit, so I know that, if they exist at all in the  
25 Florida statutes, it's probably under a different thing.



1 DR. MIEDEMA: Yes, sir.

2 MR. LAMB: So that's -- and I'm just asking.  
3 I'm not accusing. So that's legal to say, "Well, you  
4 are teaching from ten to two, but we are going to count  
5 that as four hours teaching and one hour advising?"

6 DR. MIEDEMA: It's student contact. That's how  
7 it's defined as student contact, but that's a very good  
8 question.

9 MR. LAMB: So it doesn't mean that we would, on  
10 paper, take away one of their teaching hours, so that  
11 they would -- even though they are teaching ten to two,  
12 we would count one of those as advising, so they don't  
13 get a supplemental contract or something? Sorry.

14 DR. MIEDEMA: It's a very good question because  
15 it's a very convoluted -- the PSAV process is a very  
16 convoluted system in that our contracts have been based  
17 on hours and teaching load, and our teaching load has  
18 been based on credits.

19 Now you we are being told by the Federal  
20 Government that, in order to get financial aid, we have  
21 to do it all based on contact hours and not credits, and  
22 they don't want to hear anything about the credits.  
23 Yet, what we have to report to the State for student  
24 success is still credit hours.

25 So you have a very convoluted system. So the

1 intent would never be to take that away, but what we are  
2 saying is, because the definition of an hour on the PSAV  
3 is 60 minutes, where, on a college credit, is 50  
4 minutes. There's 10 minutes added into every credit  
5 hour that they are teaching that is actually advisement  
6 time.

7           We already have built into our contract that, if  
8 you have the class before and after, you can do that  
9 10-minute advising in your classroom. So all we are  
10 doing is supplying that to the PSAV. So it's the same  
11 amount of credits, same amount of everything else. They  
12 are just getting their 10 minute credit for their  
13 10-minute advising hours in-between their hours of  
14 teaching in the classroom.

15           And we all know that even though it says it's a  
16 60-minute hour and they don't get any breaks and all  
17 this stuff, you can't ask students to sit there from 8  
18 a.m. to four in the afternoon without giving them some  
19 break. Can't make your kidneys stop. Somebody is going  
20 to have to take a break somewhere along the line,  
21 including the teacher.

22           But it's just a way to be consistent within the  
23 contract as we can. It says, "Okay. So you have 50  
24 minutes here and that 10 minutes in-between time is  
25 actually advisement time."

1 MS. SPENCER: So that would possibly be a  
2 solution, "Available by appointment to meet on campus,"  
3 that would help?

4 DR. MIEDEMA: I think we would need to -- I  
5 would need to make a couple -- need to review a little  
6 bit, but that's a lot more comforting, from my  
7 perspective, to know that we have the student access.  
8 That's really what this is all about.

9 MS. SPENCER: The other questions, eight -- in  
10 Article 8-9 -- it's page 58 -- and make sure you are all  
11 right with the language as it is or do you have any  
12 other changes?

13 DR. MIEDEMA: Are we talking about --

14 MS. SPENCER: No, just the load point  
15 obligations.

16 DR. MIEDEMA: I would need to read the banking  
17 real closely. Two semesters. That's what we had  
18 discussed in the past was that must remain.

19 MS. MARSHALL: Dr. Miedema, I think you wanted  
20 us to change -- on line 1349, you wanted us to change  
21 that two or more semesters, right?

22 DR. MIEDEMA: Right. That's what we had talked  
23 about because we, in practice, were already doing that  
24 in some situations where they are spreading their load  
25 over the whole year versus, over two semesters. We can

1 continue to address that as an exception, if you don't  
2 want that language in here, but that was -- that's why I  
3 had that question is simply because we have people that  
4 are doing that.

5 MS. MARSHALL: Our only concern with adding this  
6 language or changing this language was then what would  
7 preclude a Provost from asking all faculty who are used  
8 to only working two semesters to potentially include  
9 that third semester for the year?

10 So if we can tighten that up a little bit, then  
11 that's not necessarily an issue you for us, either.

12 DR. MIEDEMA: Well, we did say "by mutual  
13 agreement."

14 MS. SPENCER: Yes. I think that covers it.

15 DR. MIEDEMA: I would think that that should  
16 cover the issue that we are looking at, something that  
17 benefits --

18 MS. SPENCER: Your concern is, because you have,  
19 in practice, done that and extended the contract. So  
20 for example, somebody who only has 50 points in the  
21 string and then they go through --

22 DR. MIEDEMA: I can give you a specific example.  
23 Myself, when I was hired in as nursing faculty, I worked  
24 full time summer, full time fall term, part time spring  
25 term. That's how I got my 165 days in. But I'm just

1 saying I didn't have enough load points in the spring  
2 term to make load, but I had this load, and I didn't get  
3 paid overload in the summer. I got paid for one year,  
4 and we have a number of nursing faculty that do that.

5 Bill Kline does that in Fire Science, so we have  
6 various individuals who, because of programmatic needs,  
7 have managed it that way, and we have done it by  
8 exception as we go along, and I would just -- if we  
9 don't want to put that language in, then I would like  
10 language in there that says that, "By exception, we may  
11 extend it to a third semester."

12 And I don't really care which way we say it. I  
13 just want to have that. I would like the word to follow  
14 the practice, since practice has worked.

15 MR. LAMB: I feel like it's covered, "By mutual  
16 agreement," if we just add two or more semesters, "two  
17 or more semesters" in 1349, especially since it's  
18 already covered in 44 and 45. The expectation is that  
19 it's fall and spring. I think we understand the intent.

20 MS. SPENCER: And then in 8-2 -- or excuse me --  
21 8-3, the work week, right? "Each term average of eight  
22 potential exam days," on page 44, 942 to 946. And  
23 that's not significantly different than the language we  
24 have now in some of the documents that you circulated.  
25 Are you suggesting changes to that or is there some

1 issue that's important to you in some other way we don't  
2 understand?

3 DR. MIEDEMA: 942 to 946? What we wanted to do  
4 is to emphasize the fact that it is a 35-hour work week.  
5 That's where the concern was, not the number of days in  
6 the term, but that, because 10 hours being preparation,  
7 other administrative time for faculty, not office hours,  
8 but other related activities that don't have to be done  
9 on campus.

10 The mind set becomes it's a 25-hour work week.  
11 It's still a 35-hour work week. We just recognize the  
12 fact that at least 10 hours of that you are doing it  
13 somewhere else. So that's why I wanted to add the  
14 language in there that says the work week is 35-hour  
15 weeks, just as a clarification, just to keep that in the  
16 foreground of the mind because we do get that question  
17 come up that we are asking people to do extra if they  
18 have to come in Friday for a meeting.

19 We are asking people to do extra if they have to  
20 work more than 25 hours a week. No, it isn't. It's  
21 part of the contract. No one wants to take advantage of  
22 that because we know it takes a lot of time to prepare  
23 for these classes, but it's not extra time, if you have  
24 to come in for a meeting. It's work time.

25 MS. SPENCER: It is work time. We've recognized

1 that for six years.

2 DR. MIEDEMA: Most of us recognize that, and I'm  
3 not saying that to be negative to anybody, but as Jack  
4 pointed out in earlier sessions, sometimes we have to  
5 put some language in here for the lowest level of person  
6 reviewing this, and it certainly wouldn't be anyone who  
7 is in this room because you have already shown the  
8 initiative to be here when you are off contract, but we  
9 do have one and two that might take that stance.

10 And so we just want it clear. We want it in the  
11 front of the mind. It also helps me, on a very personal  
12 basis, when have I to justify our contracts to the  
13 auditors that it is a 35-hour work week.

14 MS. SPENCER: It already says it's not to exceed  
15 35 hours in five consecutive calendar days, unless  
16 waived by the individual faculty member. I think the  
17 language is pretty clear there.

18 DR. MIEDEMA: That's an important piece of that  
19 paragraph to me is that piece.

20 MS. SPENCER: Is, "It will not exceed 35 hours"?

21 DR. MIEDEMA: Yes.

22 MS. SPENCER: So you are okay with that  
23 language?

24 DR. MIEDEMA: Mm-hmm. That's why we wanted to  
25 make sure that language is there because of the need to

1 meet that requirement of the State.

2 MS. SPENCER: Okay. That was the original  
3 language.

4 MS. MARSHALL: So does that make that last  
5 sentence there, line 945-46, an issue if we work out the  
6 office hours to be different?

7 MR. LAMB: That line is there because of when we  
8 switched from a five-day campus to a four-day campus.

9 MS. MARSHALL: Right, but are we going to have  
10 problems with interpretation is what I'm asking?

11 MR. LAMB: It doesn't say anything about where  
12 the work will take place.

13 MS. MARSHALL: Okay.

14 DR. MIEDEMA: It's just saying that you are  
15 still working full time because that question comes up  
16 to me quite frequently to other institutions.

17 MS. SPENCER: So based on what you have put  
18 together, are there other critical issues in that  
19 article that are a concern to you? And maybe not on  
20 what we have here, but on the topics that you put  
21 together and reviewed with your team prior.

22 DR. MIEDEMA: I would have to take a look at my  
23 list. There are minor verbiage changes, but nothing  
24 that we have to debate at this moment, such as  
25 accommodations for students with disabilities. We want



1 to change that language to be a little more positive  
2 than "students with disabilities," but those are more  
3 semantic type issues within that. But as far as office  
4 hours and changes that we had listed there --

5 MS. MARSHALL: Page 45, at the bottom there, it  
6 looks like you do have a comment about the PSAV office  
7 hours. Something like that is what you want to see?

8 DR. MIEDEMA: Yes. That's exactly -- that's  
9 exactly what -- I'm looking at my notes here and trying  
10 to -- that's why I said I'm not totally prepared for  
11 this because, normally, I would have all my notes in one  
12 location and wouldn't be looking back and forth. I  
13 would be a little more articulate. But as far as the  
14 standard types of information, that's pretty much what  
15 we had -- in that area.

16 MS. SPENCER: So why don't we take a 10- or 15-  
17 minute caucus. We will add the language on Articles 8,  
18 the language about the PSAV, the suggested language  
19 about faculty available physically to be on campus for  
20 the students. We will put that in before you leave  
21 today, so you have that. And then we will come back and  
22 see what else we can get done before we leave? Will  
23 that work?

24 (Whereupon a caucus was taken.)

25 MS. SPENCER: So we will send you the office

1 hours language, and that will be rolled into Article 8.  
2 Look it over and talk it over with the Provost, and we  
3 could, tentatively, agree to that this week, and then,  
4 if we can get that done and Article 14, we can also  
5 tentatively agree to that and continue in good faith  
6 with the rest of the contract. So do we need a couple  
7 days to look that over, or do you want to resume next  
8 week to do that?

9 DR. MIEDEMA: Oh, by next week, I will  
10 definitely have the opportunity. I will be on the  
11 telephone tonight. Trust me.

12 MS. SPENCER: So we will send that to you today.  
13 Would you like to look at Article 6 with the remaining  
14 40 minutes we have?

15 DR. MIEDEMA: Do you want to talk anything more  
16 about the salaries and compensation before we do that?

17 MS. SPENCER: We expect that the Appendix D,  
18 which is related to the compensation, that there may be  
19 some discussion about that later. It's not spelled out.  
20 It just references Appendix D, so there are some  
21 proposals we had and we can discuss that in good faith.  
22 It won't change --

23 DR. MIEDEMA: Sure.

24 MS. SPENCER: Off the top of my head, I know we  
25 ran through it real quickly, but I don't recall anything

1 else. Give me a day or two -- I'm saying yes. We are  
2 tentatively agreeing to that, as long as we agree to  
3 Article 8. Yes.

4 MR. LAMB: Appendix D concerning college-wide  
5 assignments --

6 MS. SPENCER: Right, which we need to have a  
7 discussion again. Like we talked last week about having  
8 the session where we just deal with that program and  
9 then Appendix D. Otherwise, nothing substantive that I  
10 can recall, but let's look at the language when we  
11 exchange those documents and then we will come back and  
12 sign off on this. Will that work?

13 DR. MIEDEMA: That would work.

14 MS. SPENCER: Thank you. We did not get a  
15 chance -- the language for the -- I know the handbook --  
16 you want to shoot the thing, but do you want to look  
17 briefly at the language that we did propose to see -- I  
18 think we looked at it. You were going to think about  
19 that language to see if that would work because you  
20 didn't want to be encumbered with the whole process of  
21 reviewing it and changing, so we drafted the language,  
22 so put the onus on the people who were writing the  
23 handbook?

24 DR. MIEDEMA: I remember that discussion. We  
25 certainly can address that. My only concern in

1 addressing that is that we are still not back to Article  
2 14 and the compensation, and that is a concern for me.

3 MS. SPENCER: You mean from -- I'm  
4 misunderstanding.

5 DR. MIEDEMA: To know for sure where we are with  
6 the offer. I do have all of the changes that we had  
7 made suggestions on for Article 14, as a whole. I'm not  
8 sure where we go with that at this moment because those  
9 things need to be addressed.

10 MS. SPENCER: Would like to do that?

11 DR. MIEDEMA: That would probably make a little  
12 more sense to take a look at it. And what I actually  
13 did, if you take a look -- I will share this with you  
14 -- is I took a look under Article 14 just the first  
15 several one through Point 1 through Point six, so that  
16 we could actually do a tentative agreement of that, if  
17 that's where we had.

18 And then I separated out the comments and the  
19 rest of it because we have not discussed all of those  
20 things, so let me share with you what I have so you can  
21 see what I'm referring to, just so we can make sure that  
22 we have an answer to this.

23 And I didn't have it -- I didn't have a -- I  
24 have to do this. This is the Article 14, and the first  
25 couple of items here are just the salary information.

1 That's why -- and this is all the stuff that we haven't  
2 talked about, but those are the suggested changes, so if  
3 we don't -- if we are not at a point where we can look  
4 at any of those things today, could we at least look  
5 through this first part?

6 MS. MARSHALL: This is the part that we want to  
7 have a separate meeting on.

8 DR. MIEDEMA: That's why I say we can take a  
9 look at this first part and leave that part because this  
10 will take some discussion I would think. But that's  
11 just my thought.

12 MS. SPENCER: Did we not say you were going to  
13 look at Article 8 and we would look at Article 14? We  
14 can get you an answer on --

15 DR. MIEDEMA: I just wanted to make sure. Is  
16 the salary issue just to make sure we have it,  
17 officially.

18 MR. PARKER: Here is what have I to do. What I  
19 have to do with the budget office is I have to give them  
20 a signed agreement, a TA-14, which I think is the  
21 typical expectation or it can be a partial agreement or  
22 some type of thing signed by both bodies that the actual  
23 three years at 2.5 is accepted by you.

24 If that happens, and that's in writing, that's  
25 going to trigger them to start doing all the things

1 necessary they have to do to gain the revenues. If they  
2 don't get anything in writing or just a "maybe" or "what  
3 if," they are not going to do it. They are not going to  
4 put revenues in the budget.

5 DR. MIEDEMA: That's the piece that I was trying  
6 to get that resolved, so we could move on to --

7 MS. SPENCER: We will caucus again and resume in  
8 15 minutes.

9 MR. LAMB: Can I ask a question? But our  
10 signature on that is not equivalent to the union's  
11 voting to accept the contract?

12 DR. MIEDEMA: No. It's a tentative.

13 MR. LAMB: All that is saying is that it's a TA?

14 DR. MIEDEMA: Correct. If you look at what I  
15 gave you, it says, "Tentatively."

16 MR. LAMB: Very good. I had a discussion with  
17 my students this morning about putting things to paper  
18 and the seriousness of committing your signature and  
19 that it means something.

20 DR. MIEDEMA: I was trying to see if we could  
21 get that piece of it done, and then we will do whatever  
22 order we need to do.

23 MS. SPENCER: I think we just need 15 minutes.

24 (Whereupon, a caucus was held.)

25 MS. SPENCER: So we went through and looked at

1 what you had here and there was language that was  
2 changed without us discussing it, so we corrected it to  
3 show the original language.

4 On yours, it said, "Requires some or  
5 supplemental assignments." So we corrected that to  
6 reflect the document in front of you or others. And  
7 14-6, you had left out "monetary supplements," and then  
8 there was a passage left out in 14-1, official  
9 transcripts.

10 So we restored that, and then we have the  
11 document here that is signed off o. And we also have  
12 from Article 8 the office hours that we discussed here  
13 for us to tentatively approve.

14 DR. MIEDEMA: So please go through the changes.

15 MS. SPENCER: Sure. Be happy to do that. So in  
16 the document that you gave us --

17 DR. MIEDEMA: Which I don't have a copy of.

18 MS. SPENCER: Here you go. So in the one you  
19 gave us, the language of the contract in Article 14 the  
20 original language says, line two, "Certain faculty whose  
21 positions require summer" -- you have "supplemental  
22 assignments" -- "shall receive daily rate pay in excess  
23 of 165." The original language, "Extended work year  
24 shall receive." So we haven't resolved that issue, so  
25 we just put that back in.

1 DR. MIEDEMA: That's fine.

2 MS. SPENCER: The other place, if you -- under  
3 supplement -- I'm sorry. Under 14, at the end of 14-1,  
4 "After promotion from any level to doctorate," we are  
5 missing the passage about official transcripts, and we  
6 talked about that, but for the time being, I mean, that  
7 was missing that part of the language, so we put that  
8 back in.

9 DR. MIEDEMA: The reason we took it out is it's  
10 addressed elsewhere in the contract.

11 MS. SPENCER: Well, we looked through the  
12 contract. We couldn't find it. You referred to 11-3,  
13 and that deadline and that is not in there. So we  
14 hadn't resolved that, so we put that back in.

15 And then the other place was just -- you had cut  
16 it off at 14-6, but it was -- is that the only place?  
17 Let me make sure.

18 MS. MARSHALL: I think it was a typo right here.

19 MR. LAMB: 14-5, supplemental contracts. The  
20 language about, "Thirty days after work commences,"  
21 blah, blah, blah.

22 MS. SPENCER: That was -- you left that out, so  
23 we put that in. "In the event that monetary  
24 recommendations materially -- the only thing you  
25 discussed is the contract doesn't go to the Board of



1 Trustees, but we didn't talk about that, and that  
2 language kind of protects the faculty. Anyway, but we  
3 put it back in because we didn't discuss removing that,  
4 and then monetary supplements. You stopped at  
5 baccalaureate degree, but we can do that. We can stop  
6 at back baccalaureate degree and print it out and stop  
7 right there, but we put that language back in there,  
8 until we talk about it I guess.

9 We can do it two ways, stop right there at  
10 monetary supplements, print it out and sign it there  
11 with the language restored or we can go the whole 14-6  
12 article in there, so we can run and print that out  
13 without that. We will stop at 14-6-C-4. That was the  
14 only other thing, and then the other thing was the  
15 office hours that we talked about. We just printed that  
16 out and TA'd that. That would be eight.

17 DR. MIEDEMA: Under the 14-5, we just eliminated  
18 the rest of the sentence because it doesn't seem  
19 necessary because it doesn't go to the Board, but I  
20 don't have a problem with it being in there, just it's  
21 information because it doesn't go to the Board.  
22 Supplemental contracts do not go to the Board. They go  
23 to the president.

24 MS. SPENCER: We can change that to "the  
25 President."

1 DR. MIEDEMA: Or his designee. The reason for  
2 some of these -- and it may seem like little points, but  
3 with our current board of trustees and the requirement  
4 to try to keep operations separate from governance, we  
5 try to be sensitive to some of those places where we  
6 need to make those changes, so it does not look like the  
7 Board is unduly affecting daily operations.

8 And then you wanted to go ahead and put in there  
9 the program manager compensation and other  
10 compensations?

11 MS. SPENCER: We put it in there in the 15  
12 minutes we had print out the articles to make sure  
13 everything was in there that was -- the language I don't  
14 really -- we really should talk about it, but we can --

15 DR. MIEDEMA: That was my question because I  
16 don't have a problem with it being there. The reason I  
17 had taken it out is because we had not discussed it,  
18 yet.

19 MS. SPENCER: We can initial it or TA, or strike  
20 a line through those two pieces and just initial.

21 DR. MIEDEMA: Yeah, because I know that's an  
22 area that you wanted --

23 MR. PARKER: When you TA an article together,  
24 you do have the right to go back to the article and TA,  
25 as long as it's mutual. So you can pull the article, as

1 long as you agree that you are going to revisit that.  
2 As long as we are not revisiting the money part, it's  
3 not going to mess that up with budget. We have the  
4 ability, as long as we both agree. I think there's good  
5 faith on both sides on the table to do that.

6 MS. MARSHALL: So we will strike from  
7 14-6-D-4 --

8 MS. SPENCER: Draw a line through it. I  
9 understand what you are saying. And then this, the  
10 office hours, that's the same language that we did that  
11 we went through. And on the back on eight, you are  
12 concerned about the campus, about the faculty members  
13 being on campus, so the language -- so the language is  
14 what we talked about.

15 I'm sorry. On the first part of the page the  
16 faculty and the PSAV program, your language was proposed  
17 in the contract and the other amendment was eight. We  
18 broke that out, so it was, "Student must schedule an  
19 appointment. It is expected that faculty be available  
20 upon student request for on-campus appointments during  
21 regular college business hours."

22 And the other language that was in there, so  
23 that's what we talked about addresses your concern. And  
24 we don't have any problem with that. I think that's  
25 everything. The rest of it is the same as what we had

1 talked about. So do you want to do this and just get a  
2 copy, strike it, or should we take a minute to -- we  
3 won't be able to get through them today.

4 DR. MIEDEMA: I think we should probably just --  
5 where did you print this?

6 MS. MARSHALL: I can send that to you. She's  
7 going to give you a signed copy right now.

8 MS. SPENCER: Are you asking to print out like  
9 in the --

10 DR. MIEDEMA: That's fine. Just initial where  
11 you crossed off. It may not look pretty, but it will be  
12 legal. That's all I care. One for me. Let's have one  
13 sign and make a copy.

14 DR. MIEDEMA: When do we want to meet next?

15 MS. SPENCER: I know we talked about alternating  
16 mornings and afternoons, but would you be acceptable to  
17 keep the meetings in the afternoon?

18 MR. LAMB: If you would rather have them in the  
19 morning --

20 DR. MIEDEMA: That's fine with me. We are here,  
21 so it's a little easier for us. Tony is doing a quick  
22 read-over. I am going to put an arrow because you  
23 signed as the ECF.

24 MS. SPENCER: Sorry.

25 DR. MIEDEMA: That's okay. I just put it as an

1 arrow. So there is never a question of posterity. I  
2 started to sign below it, anyway, and oh, that's not my  
3 spot. So next Wednesday, 2 o'clock. Is that what we  
4 want?

5 MS. SPENCER: Do you want to meet at one or is  
6 that too early?

7 DR. MIEDEMA: June 3. On June 10, I will not be  
8 here. You can, of course, meet without me, if you want.

9 MR. LAMB: We will get it all done.

10 DR. MIEDEMA: If we are going to be done next  
11 week, let's start at one.

12 MS. SPENCER: Should we schedule until five?

13 DR. MIEDEMA: Yes. But I will be gone the next  
14 week anyhow. Why don't we focus on the remainder of 14,  
15 which talks about the department chairs and the ADPA and  
16 if we look at the whatever afternoon we would start to  
17 address the others, but there is some areas within 14  
18 that do require some discussion.

19 MS. MARSHALL: In the handout that I gave  
20 everybody today there, is an appendix of the department  
21 chair responsibilities, also includes the program  
22 manager and program coordinator. If it's okay with  
23 everybody, I will split that out into two separate  
24 forms, and I will base it on the language we have  
25 already discussed. Okay.

1 DR. MIEDEMA: Okay. And I do have suggested  
2 language for the councils and committees that I just --  
3 a sample of what I did is I went through the two  
4 handbooks and pulled out stuff that I thought, in my  
5 opinion, would be important to be included in the  
6 contract, in case we got to that point, so I do have  
7 that. So I will give that to you.

8 I will send it to you electronically and give  
9 you a hard copy of that as well. I thought that might  
10 be a good starting point to at least pull up some of  
11 that language from those contracts to make sure that  
12 they were there.

13 (Whereupon, the meeting was concluded.)

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CERTIFICATE OF REPORTER

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STATE OF FLORIDA  
COUNTY OF BREVARD

I, HOLLY A. SCHMID, Shorthand Reporter, certify that I was authorized to and did stenographically report the above-mentioned meeting, and that pages 1 through 54, inclusive, are a true and record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel to any party, nor to the attorneys of said action, nor in any way interested in the outcome thereof.

Dated this 10th day of June, 2015.

\_\_\_\_\_  
Holly A. Schmid  
Stenograph Shorthand Reporter