

TRANSCRIPT OF THE
UNITED FACULTY OF FLORIDA
NEGOTIATION MEETING

July 8th, 2015

Eastern Florida State College

Melbourne Campus

Melbourne, Florida

The transcript of the United Faculty of
Florida Negotiation Meeting taken before Jill Casey, Court
Reporter, held on the 8th day of July, 2015, commencing at
1:05 p.m.

RYAN REPORTING
REGISTERED PROFESSIONAL REPORTERS

1670 S. FISKE BOULEVARD
ROCKLEDGE, FLORIDA 32955
(321) 636-4450

1 DR. MIEDEMA: All right. Ladies and gentlemen,
2 let's begin.

3 MS. SPENCER: So, we TA'd Articles 15, 16, 17
4 and 18. You gave me, I signed those, 15, 16 and 17
5 and 18. I just have a real quick -- two quick
6 clarifications and I think we talked about one of
7 these already. The calender committee makes the
8 calender for one year in advance? I thought we were
9 doing two years. And maybe I'm just not remembering.

10 DR. MIEDEMA: We had talked about the calender
11 committee and we'd asked if we could change it to one
12 year versus the two years because that's how we have
13 to report it to the state.

14 MS. SPENCER: Got it. Okay.

15 DR. MARSHALL: So, one year here is fine?

16 MS. SPENCER: That's fine, yeah. And the other
17 question was the makeup of the calender committee.
18 What I understood from you told me is we actually
19 only have three people on that committee, is that
20 right? In our agreement here it says will have nine
21 members, three from administration, three from
22 faculty and three from staff. We do have nine
23 members or? Okay. That's my only question.

24 DR. MIEDEMA: We do have nine members but we
25 take a look at the definition and it says three from

1 staff and three from administration. We don't really
2 delineate that difference. So, I don't have a
3 problem with just three and three.

4 MS. SPENCER: Okay.

5 DR. MIEDEMA: I don't he know why we need to
6 have three categories of individuals versus two
7 categories of individuals.

8 MS. SPENCER: Okay. That was my only question.

9 DR. MARSHALL: So, nothing will change here,
10 Lynn?

11 MS. SPENCER: So, that's fine.

12 DR. MIEDEMA: Yea, that makes me happy.

13 MS. SPENCER: And then 6,7 and 8 we're real
14 close.

15 DR. MIEDEMA: Yes.

16 MS. SPENCER: We missed -- should we go through
17 it line by line and see? Would you like to do that?
18 Because I think we can get these TA'd today as well.
19 Yeah, 6, I think we put that to bed last time we met.
20 The sticking point was 6.1.6 and I thought we -- I
21 thing we all --

22 DR. MARSHALL: I still have 6.11, enhancement
23 of professional skills, we still have at issue with
24 loan reimbursement outstanding.

25 MS. SPENCER: Oh, what was going -- I think

1 we -- that's that.

2 DR. MARSHALL: This was the one that I proposed
3 I think probably two meetings ago maybe that perhaps
4 you might want to look to the future. As long as
5 we've done X amount of years of service you would
6 consider loan reimbursement at X amount of dollars
7 per year as long as still employed, something like
8 that.

9 DR. MIEDEMA: Yeah, I have some language here
10 that we will present in a few minutes.

11 DR. MARSHALL: Okay.

12 MS. SPENCER: Okay. All right.

13 DR. MIEDEMA: We also -- we still have a few
14 places throughout the document where we refer to
15 faculty instead of faculty members or unit members
16 versus faculty members, that's just a search.

17 DR. MARSHALL: So, we want it all to be faculty
18 members, is that right?

19 DR. MIEDEMA: Yes, that's what we wanted to be
20 able to do. Rather than go through every spot where
21 that is, if we can make that as -- as we're doing the
22 final clean up of some of these things. Same thing
23 with his/her changing to his.

24 DR. MARSHALL: 6.16, Lynn, is that what you?

25 MS. SPENCER: Yeah, I think that's what we

1 worked through last time and I thought we were --
2 were we okay with that? We worked on that together.
3 You should have that in your. Right?

4 DR. MIEDEMA: Yes.

5 DR. MARSHALL: That's nothing changed from --

6 MS. SPENCER: Not since the last meeting, so.

7 DR. MIEDEMA: That was all approved at the last
8 meeting. So, no other changes.

9 MS. SPENCER: Okay. And is there anything else
10 in there? Good. So, then do you want to present
11 your language for 6?

12 DR. MIEDEMA: Yeah, I just wanted to make sure
13 Darla had seen it first.

14 MS. SPENCER: Okay. Good.

15 DR. MIEDEMA: Give her one second.

16 DR. MARSHALL: If you'd rather you can e-mail
17 me after caucus and I'll do that.

18 DR. MIEDEMA: Okay. Why don't we do that
19 because that's the only thing --

20 MS. SPENCER: No, we need to talk about it at
21 the table. That's a Sunshine requirement.

22 DR. MARSHALL: Well, her language I'm saying.

23 MS. SPENCER: Yeah, but we need to review it at
24 the table.

25 DR. MIEDEMA: Yeah, we will but that will give

1 us a chance to.

2 MS. SPENCER: Okay. Yeah, no problem.

3 DR. MIEDEMA: I sent this to Darla but, you
4 know, computer systems don't also deliver the way
5 they're supposed to. So, I want to make sure she's
6 seen it.

7 MS. SPENCER: Or we can take a brief caucus and
8 you can look at it. We can leave the room.

9 DR. MARSHALL: Let's see what else we have and
10 then we can do a quick caucus on that.

11 MS. SPENCER: All right.

12 DR. MIEDEMA: Because I do have some language
13 there. And that's the only other thing we have in
14 Article 6.

15 DR. MARSHALL: So, Article 7.

16 DR. MIEDEMA: Article 7.

17 MS. SPENCER: Is this language that we agreed
18 upon for your college-wide scheduling or was it a
19 little bit different? I was looking at it and going.
20 Is that the language that you have?

21 DR. MIEDEMA: It is the responsibility of
22 administration to establish a college-wide course
23 schedule prioritizing the times and locations and/or
24 instructional formats to meet the needs of the
25 students on each campus.

1 MS. SPENCER: Is that what you have?

2 DR. MIEDEMA: Um-hmm.

3 MS. SPENCER: Okay. Well, that's good. It
4 seems like it was longer.

5 DR. MIEDEMA: Well, we had a sentence in there
6 that says that we retain the right to prioritize
7 scheduling and times, the things that we have in the
8 other article.

9 DR. MARSHALL: Article 8.

10 DR. MIEDEMA: So, that was the only thing that
11 we had. With or without it, it meets the same needs.

12 MS. SPENCER: Okay.

13 DR. MARSHALL: All right. So, 7 is done.
14 Article 8.

15 MS. SPENCER: Cool.

16 DR. MIEDEMA: Article 8. On 8.4, a lot of this
17 is just minor types of things. 8.4 we said the
18 department managers on line 42 should say department
19 chairs, program managers and/or program coordinators.

20 MS. SPENCER: Okay.

21 DR. MARSHALL: DCs, PMs and what is the other,
22 program coordinators?

23 DR. MIEDEMA: Um-hmm. Yes, and that's just a
24 semantic thing.

25 MS. SPENCER: I think now it's 7 -- did we make

1 a separate article for the administration right of
2 assignment in 7.4?

3 DR. MARSHALL: Just that last piece about
4 scheduling.

5 MS. SPENCER: Was it called 7.4 though? Yeah,
6 but is it numbering? I'm saying the numbering, was
7 it 7.4 or was it --

8 DR. MARSHALL: Yes.

9 DR. MIEDEMA: That's why the other one. And
10 then under line 1008, it is faculty members will
11 collaborate with college administration to provide
12 accommodations. What we have sent out in the
13 teaching notification forms is a request to get a
14 response back in two business days. So, I didn't
15 know if we need to add that in there.

16 MS. SPENCER: Yeah, I thought we talked about
17 that.

18 DR. MIEDEMA: Yeah, we did.

19 MS. SPENCER: I thought we changed students
20 with disabilities.

21 DR. MIEDEMA: Students with access needs.

22 MS. SPENCER: What was the language last week?

23 DR. MIEDEMA: That's what we are referring to
24 them now as access.

25 MS. SPENCER: Yeah, we had somewhere --

1 DR. MARSHALL: Was that the meeting I wasn't
2 at?

3 MS. SPENCER: No, it was last week we talked
4 about this, or two weeks ago when we talked about
5 this. I think we took out...

6 DR. MIEDEMA: Within two business days, that's
7 what we have. And let me explain why we changed that
8 language as far as the access needs. We have
9 disbanded the Office for Students with Disabilities
10 and we have created Student Accessibility Services.
11 The idea being that we are working for all of our
12 students to have the access they need to be
13 successful rather than focusing on an office for
14 someone with a disability. So, they will become the
15 admission advising retention staff for their assigned
16 students who have access needs.

17 MS. SPENCER: Okay. So, that language
18 though -- but you want is you want the faculty to
19 respond to notifications for accommodations within
20 two business days, right?

21 DR. MIEDEMA: Two business days. Yeah, that
22 gives you the opportunity to say I can't do this or I
23 can do this.

24 MS. SPENCER: Right. So, faculty members will
25 respond to college.

1 DR. MIEDEMA: Will respond to college -- yeah,
2 we can simply say faculty members will respond to
3 notification for accommodations within two business
4 days. Keep it real simple.

5 MS. SPENCER: To the notice, yeah, because
6 that's what you want.

7 DR. MIEDEMA: And that they're not held
8 responsible for anything that was not communicated to
9 them yet.

10 MS. SPENCER: So, faculty members will respond
11 within two business days to request for
12 accommodations, I don't know, to students with access
13 needs. Just put that part at the front of the
14 sentence, Debra. So, the front of the sentence will
15 say what you just typed, faculty members will respond
16 within two business days and take out faculty members
17 will collaborate with the college and just put to the
18 college administration to provide accommodations.
19 Let's see. Strike that whole first part of that
20 sentence.

21 DR. MIEDEMA: And just say to provide.

22 MS. SPENCER: And then put the faculty, put the
23 sentence you just typed, faculty members will respond
24 within two business days. That works.

25 DR. MARSHALL: And what's the name of the

1 office now?

2 DR. MIEDEMA: Student Accessibility Services.

3 MS. SPENCER: To?

4 DR. MIEDEMA: They're changing focus.

5 MS. SPENCER: Sorry, I know this is driving you
6 crazy, Debra, can we put faculty members will respond
7 within two business days to request for
8 accommodations and then put that up there at the
9 beginning of the sentence, would you please?

10 DR. MARSHALL: Well, we already have --

11 MS. SPENCER: No, no. Yeah, we're going to
12 strike like so because we're not going to provide the
13 accommodations within two business days, we're going
14 to respond to the request.

15 DR. LAMB: The first word off the sentence
16 should be faculty.

17 MS. SPENCER: Faculty. Thank you, Robert.

18 DR. MARSHALL: From the Student Accessibility
19 Services?

20 DR. MIEDEMA: Yeah, that probably makes sense
21 because you're for the student unless they have the
22 proper. Because they'd asked you for the answers to
23 the test.

24 MS. SPENCER: Yeah. And where it says below
25 the college office responsible for addressing ADA

1 compliance.

2 DR. MARSHALL: That's the same though, right?

3 MS. SPENCER: That is the same so we can
4 probably --

5 DR. MIEDEMA: Yes, it's the same thing.

6 MS. SPENCER: Okay.

7 DR. MARSHALL: I'll go through and look for --
8 I'll search for students with disabilities too and
9 then if I find it I'll -- I don't think -- there
10 might be one other place. Good?

11 DR. MIEDEMA: Um-hmm.

12 MS. SPENCER: Um-hmm.

13 DR. MARSHALL: Is there anything else in
14 Article 8?

15 MS. SPENCER: Yeah, the ADPA, we need to
16 collate that language. Remember the day we sat here
17 and did the -- moved the timeline around.

18 DR. MIEDEMA: There was one place before we get
19 quite that -- well, no, you're fine. I have in at
20 8.15 I have something.

21 DR. MARSHALL: And you say you prefer to leave
22 this in the contract as opposed to putting it with
23 the definitions?

24 MS. SPENCER: Yes.

25 DR. MARSHALL: Okay.

1 DR. MIEDEMA: I have one change in 8.15.

2 DR. MARSHALL: What's your change, Dr. Miedema?

3 DR. MIEDEMA: It's on line 1542 or thereabouts.

4 MS. SPENCER: We'll come back to that.

5 DR. MIEDEMA: It simply says that the
6 individuals are evaluated by the department chair
7 person and since we know that's not true, that should
8 be changed to supervising administrator.

9 DR. MARSHALL: What am I looking for? Under
10 what article again?

11 DR. MIEDEMA: 1542, it's under 8.15.D,
12 non-faculty reassignments.

13 DR. MARSHALL: Okay.

14 DR. MIEDEMA: And line 1542, the sentence says
15 by the end of the temporary full-time assignment, the
16 faculty member must apply for a vacant advertised
17 position. It says in addition, the individual will
18 be evaluated by the department chair person.

19 DR. MARSHALL: It should be supervising
20 administrator?

21 DR. MIEDEMA: Yes, since we by contract don't
22 do supervision of faculty.

23 DR. MARSHALL: Do we want to go back to the
24 comment that was above that?

25 MS. SPENCER: Yes. You were going to review,

1 or did we already do that?

2 DR. MIEDEMA: My question in that was just more
3 administrative, how we manage the documentation.

4 MS. SPENCER: Okay.

5 DR. MARSHALL: So, are we okay with clearing
6 the comment here and you can work that out
7 administratively?

8 DR. MIEDEMA: Yeah, that was my question.

9 MS. SPENCER: So are we -- we did agree to
10 additional support for sabbatical was in there.

11 DR. MIEDEMA: We changed it to subsidize
12 approved leave which would be sabbatical leave or
13 medical leave.

14 MS. SPENCER: Okay. That's right, I recall.
15 Thank you.

16 DR. MARSHALL: Should we not have an or there
17 also, or held in reserve after payout.

18 MS. SPENCER: Could actually just be part of 4.
19 right, faculty may choose to use their bank points to
20 subsidize approved leave as held in reserve.

21 DR. MARSHALL: Oh, no, I think that's right.
22 Okay.

23 MS. SPENCER: And then 5 needs to go over. Oh,
24 no. Is 5 a B for under 4?

25 DR. LAMB: That's my question. It's not a

1 list, it's only one thing, why is it.

2 MS. SPENCER: I think that's a B, yeah.

3 DR. MIEDEMA: You're correct. Okay.

4 DR. LAMB: So, still -- so, what that says is,
5 okay, we can use bang points to subsidize leave.

6 MS. SPENCER: Right.

7 DR. LAMB: Or anything else after we consult
8 with our supervising administrator.

9 DR. MIEDEMA: If there's specific situations
10 that it's needed, yes, we want to have the
11 flexibility to be able to say you can do that.

12 MS. SPENCER: Like you're going to sail around
13 the world to get inspiration.

14 DR. MIEDEMA: I don't know what it might be,
15 but there could be something that comes up that we
16 would like to have that flexibility because we can't
17 anticipate all situations when that occurs.

18 MS. SPENCER: You know, we could -- instead of
19 devising the form, there's language in the contract
20 that says will mutually developed forms that are used
21 in the implementation of the agreement. So, we could
22 forego having to do that right now and refer to it in
23 the appendix.

24 DR. MARSHALL: I'm not going to do it right now
25 but I'll do it before we meet next.

1 MS. SPENCER: Okay. Okay.

2 DR. MARSHALL: Or if we get done today I'll
3 make sure we can get it to everybody for approval.

4 MS. SPENCER: And then last week or two weeks
5 ago we clarified the reassignment and auxillary
6 agreement thing.

7 DR. MARSHALL: This was under 8.16.

8 MS. SPENCER: It should be 8.16.

9 DR. MARSHALL: Department chairs.

10 MS. SPENCER: What are you looking at?

11 DR. MARSHALL: I'm just looking at this. It
12 says added this but I wouldn't have added it on mine
13 so I'm assuming that somebody told me to add it.

14 MS. SPENCER: Didn't we talk about how many --

15 DR. MARSHALL: I don't think that's this
16 section. You're talking about the people from
17 outside the department.

18 MS. SPENCER: Right.

19 DR. MARSHALL: Yeah, that comes further down.
20 But are we okay with just this language here I think
21 is all we added at the end of that, right?

22 DR. MIEDEMA: Yes, ma'am.

23 DR. MARSHALL: And this was the other question.
24 I know there was some discussion about what we wanted
25 to do here with regard to the time or the number of

1 courses for faculty outside the department who might
2 be applying for that department chair position if no
3 other qualified applicant has applied.

4 DR. MIEDEMA: And I thought your last
5 recommendation related to that was the equivalence of
6 a full load for one year but it was spread over five
7 years. They have to teach the equivalent of ten
8 courses in the last five years.

9 MS. SPENCER: That's what I thought too it was
10 ten instead of. Because we talked about that at the
11 table and that's what I was talking about, that's my
12 recollection. I don't know how we missed that in
13 this.

14 DR. MIEDEMA: That's what you came back to us
15 saying that you thought that that was appropriate.

16 MS. SPENCER: So, somebody who's had ten
17 classes over five years, which is not unrealistic for
18 people who are teaching online for example.

19 DR. MIEDEMA: Its basically two courses a year.

20 MS. SPENCER: Yeah. So, we said ten in the
21 last. And that was the reasoning, yeah. Do you
22 recall that happening or? We talked about that. We
23 talked about, right?

24 DR. LAMB: Not last time, it was the time
25 before.

1 MS. SPENCER: Oh, maybe that's when you were
2 out again. Oh, okay. I just assume you're here.

3 DR. MARSHALL:

4 MR. AKERS: Should that be who teaches or who
5 has taught?

6 MS. SPENCER: Yes, has taught.

7 DR. MARSHALL: Good?

8 MS. SPENCER: Good.

9 DR. MARSHALL: I guess that can come out now,
10 that's fine, because I shifted those to the
11 appendices. Anything else in 8 anybody?

12 MS. SPENCER: No, I think that's it.

13 DR. MIEDEMA: There was one question and this
14 is just for clarification, and this is back in 8.16
15 and section 1565 or thereabouts where we talk about
16 if they -- if supervising administrator may remove a
17 DC, PM or PC subsequent to A two-thirds vote and no
18 competence, that does not negate the fact that the
19 administrator may need to remove somebody without
20 that.

21 MS. SPENCER: Right, if there's disciplinary,
22 absolutely, or expect as provided in article, what is
23 it, 17 is disciplinary?

24 DR. MIEDEMA: Absolutely.

25 DR. LAMB: And it's also only may remove.

1 DR. MIEDEMA: Yes.

2 MS. SPENCER: Yeah.

3 DR. MIEDEMA: I just wanted to make sure that
4 we clarified that because that was how the language
5 sounded to me and I just wanted to make sure.

6 MS. SPENCER: Do you want to put or as provided
7 in article --

8 DR. MARSHALL: Whereas provided elsewhere in
9 this agreement.

10 DR. MIEDEMA: In the disciplinary process.

11 MS. SPENCER: Okay.

12 DR. MIEDEMA: That's perfect. We just didn't
13 want to be held to the fact that if somebody's gotten
14 to the point in the disciplinary process they ought
15 not still be in that role.

16 MS. SPENCER: Right. Good.

17 DR. LAMB: Agreed.

18 DR. MIEDEMA: And rather than get the whole
19 department involved and saying, well, they've got
20 this discipline and that's why we wanted to do it for
21 their confidentiality.

22 (Dual conversation).

23 DR. MIEDEMA: There no longer in the role.

24 MS. SPENCER: As provided in Article 17.

25 That's your disciplinary. Should we just say the

1 article so we don't muddy the water.

2 DR. MIEDEMA: Article 17's fine, um-hmm.

3 MS. SPENCER: Okay. Good.

4 DR. MIEDEMA: And under 8.23, the question
5 remains when we say that we'll provide notice, for a
6 non-evaluative observations we say two business days,
7 for the evaluator we don't say a timeframe work. Can
8 we specify a timeframe work? Does it have to be for
9 an exact day that they come in for the evaluation?
10 Can they give them a window of two or three weeks or
11 is there some kind of guidelines for that.

12 MS. SPENCER: You want to put it in the
13 beginning so it says administration will collaborate
14 with faculty members and we can say generally the
15 faculty member will be given two business days or
16 however.

17 DR. MIEDEMA: Something to that effect, yeah.

18 DR. MARSHALL: It probably should go under then
19 since we have B in non-evaluative, right?

20 MS. SPENCER: Okay.

21 DR. MARSHALL: So, if we do it here.

22 DR. MIEDEMA: Yeah.

23 DR. MARSHALL: And what do you to put, two
24 business days?

25 DR. MIEDEMA: Sounds reasonable to me.

1 Whatever, whatever the language is, just so we have a
2 common understanding.

3 MS. SPENCER: How about five business days?
4 I'm just thinking like if we -- I mean, generally
5 you're going to work with faculty member and say,
6 here, I'm coming to see your class but.

7 DR. MIEDEMA: Yeah. Five is fine, I don't have
8 a problem with that.

9 MS. SPENCER: Put five, that gives them -- then
10 they know, no, I'm giving a test that day.

11 DR. MIEDEMA: Absolutely.

12 MS. SPENCER: Does that work for you?

13 DR. MIEDEMA: Rather than having to run in and
14 find out that they're giving a test.

15 MS. HANFIELD: My understanding is that we're
16 having a specific date then that I would be going
17 that we're deciding or I'm just saying somewhere.

18 DR. MIEDEMA: Next week I would like to come in
19 Monday or Wednesday.

20 MS. SPENCER: Yeah, do you want that in there?
21 I mean, that means you have to --

22 DR. MARSHALL: I don't think it's saying what
23 you want it to say then.

24 MS. SPENCER: Yeah, because above it's
25 generally -- then that seems like you're tied into

1 counting a calender, oh, I have to give them five
2 days notice when they may not need that. I mean,
3 I've given you three or four dates and said come when
4 you want.

5 DR. MARSHALL: How about something to the
6 effect of faculty will be provided notice -- faculty
7 will be provided a window of notice no less than two
8 days prior to it start. Something like that, right?
9 So, you would say, Debra, I'm coming to your class
10 next week but you tell me that the week before.

11 MS. SPENCER: So, what do you want the language
12 to say? I'm sorry, you were explaining that and it
13 just.

14 DR. EARLE: I just got to say that there's a
15 lot of, a lot of -- for classes where there's a lot
16 of testing, which would be most of the health
17 sciences and nursing programs, you need more leeway
18 than that because, you know, for our classes it's
19 like we could have a pop quiz or a test at any time
20 and, you know, it would be very boring for you to
21 come in and listen and do an evaluation during a
22 test.

23 MS. SPENCER: Well how about we say not less
24 than so many business days in the first part.
25 Administration will collaborate dates and times to

1 minimize disruptions. Maybe you're right, there
2 needs to be an A.

3 DR. MARSHALL: Let me fix it.

4 DR. MIEDEMA: Yeah, I just thought it would be
5 helpful to have some kind -- so that there's a common
6 understanding of we're not just popping in on a whim
7 but we need to have a window sometimes because of
8 these things that come up that instead of saying
9 exactly I will be there at 2:00 o'clock on Wednesday
10 because that's the only day that fits in my schedule
11 and your schedule, I can say or, or, or. Because
12 sometimes it's difficult to coordinate the schedules.

13 MS. SPENCER: Well, instead of saying required
14 at the top just say cannot be observed by.

15 DR. MARSHALL: I'm just trying to get it the
16 same as the one that's under it. See how we have
17 this, this will mirror that. So, we know it has to
18 be by the supervising administrator. What's the next
19 piece that we're trying to figure out, how the notice
20 happens?

21 DR. MIEDEMA: Yes.

22 MS. HANFIELD: I just know that Judy had
23 suggested at one time that I just make a blanket
24 announcement and say like a fall welcome back, some
25 time between today and December I'll be visiting your

1 class. If it's a testing day, then I just, you know,
2 ease out the room or whatever.

3 DR. MARSHALL: Just come again.

4 DR. MIEDEMA: Could we say something as simple
5 is that the observation window will be mutually, you
6 know, because.

7 MS. SPENCER: I think that's what the --

8 DR. MIEDEMA: I think that's what the --

9 MS. SPENCER: That's what it says, they'll
10 collaborate to arrange times and dates for classroom
11 observations, I think you have there that. I mean,
12 you're going to work with the faculty member.

13 DR. MARSHALL: Can I delete that?

14 MS. SPENCER: I just -- I understand wanting to
15 have a parallel on the days notice, you know. I
16 mean, we can just say generally not without advanced
17 notice.

18 DR. MARSHALL: Okay. What I have highlighted
19 is what we already have. That was already the
20 existing language in the contract.

21 MS. SPENCER: Yeah, I think that language is
22 fine.

23 DR. MARSHALL: I take that out?

24 MS. SPENCER: No, don't take that out. Just
25 restore the original language and then we'll figure

1 out where we want this. It won't be your nice
2 parallel but it will... Yeah, there you go. Yeah.
3 And then you want you want -- I mean, is it a
4 problem?

5 DR. MIEDEMA: No, I think when you're just
6 trying to coordinate, like Sandy has eighty some
7 faculty that she's trying to schedule observations
8 of, it's kind of hard to nail down everyone to a
9 specific time and date during the semester where she
10 could say somewhere in the next week during your
11 classes on Tuesday and Thursday I want to be able to
12 come in and you let me know if there's any problem
13 with that. That's the kind of language we need.

14 MS. SPENCER: Could we spell it out and say the
15 faculty member will provide several choices for the.

16 MS. HANFIELD: Because Debbie really does that
17 now, she tries to e-mail you guys to say, hey, give
18 me a time and which class you'd like Sandy to come
19 and observe.

20 MS. SPENCER: So, we can put language -- we can
21 put a D in there, faculty member will provide.

22 DR. MARSHALL: Aren't we already saying that in
23 the top sentence though?

24 MS. SPENCER: Yeah, but I think what you're
25 asking for is a range, you want that language in

1 there that says that provosts can choose from a range
2 of dates.

3 DR. MIEDEMA: Maybe that's all we should say, a
4 range of times and dates for classroom observation,
5 the very first sentence. Maybe that's as simple as
6 that. That makes sense to me.

7 MS. SPENCER: Does that make more sense to you?
8 Okay.

9 DR. MIEDEMA: She just took a big sigh.

10 DR. MARSHALL: Moving on people.

11 DR. LAMB: Do we need to specify the length of
12 that range? Because what we've just told the
13 administration is they could tell us sometime between
14 August and December.

15 DR. MIEDEMA: But it's collaborating. If you
16 say no, I really would like a more specific timeframe
17 work, then that's what we do.

18 DR. EARLE: Just e-mail a list.

19 MS. HANFIELD: That's what we did.

20 MS. SPENCER: Here's what we're doing this day,
21 here's what we're doing that day. You don't like
22 this, come the next day while we're doing something
23 else.

24 DR. LAMB: You all can come any time you want
25 to my class.

1 DR. MARSHALL: I always just e-mail test dates
2 and say any other day is fine.

3 DR. MIEDEMA: Most people do. Okay. I'm
4 comfortable with that.

5 MS. SPENCER: We did 9 and 10. All right. 9
6 and 10 we're done. We already TA'd 10 also.

7 DR. MARSHALL: 10.

8 MS. SPENCER: We already TA'd that.

9 DR. MIEDEMA: We TA'd that one.

10 MS. SPENCER: So, we're on 11. We're about
11 finished with 11 because those we made the changes
12 after we hammered out Article 6 and the handbook
13 issue.

14 DR. MARSHALL: This is under 11.1, tenure, I
15 believe that was added after we got back the comments
16 from the TPDC.

17 DR. MIEDEMA: Yes, I'm okay with that.

18 DR. MARSHALL: So, under 11.1.

19 DR. MIEDEMA: We looked at that as well, we're
20 fine with that.

21 DR. MARSHALL: Still Under 11.1, these two
22 comments about what's already in the handbook.

23 DR. MIEDEMA: Those temps are my comments.

24 MS. SPENCER: Yeah, that committee shall be
25 described as. We do still -- do we still have that

1 description in there or did we move that?

2 DR. LAMB: Technically in letter A right there
3 where you are, when more than one faculty member is
4 eligible, blah, blah, blah, each is a singular
5 subject, each tenure candidate, but then we say their
6 DC, it should be his DC.

7 DR. MIEDEMA: Yes.

8 MS. SPENCER: Can you go back up to that bit
9 about the reference to Article 6?

10 DR. MARSHALL: Say again, Lynn.

11 MS. SPENCER: Can you go back up please to the
12 reference where it says the committee shall be
13 composed of?

14 DR. MARSHALL: Right here?

15 MS. SPENCER: As described in article. It's
16 actually -- for vacancies, it's 6.14.

17 DR. MARSHALL: I'll change all of those. When
18 I go through those final edits, I'll make sure all of
19 the article numbers --

20 MS. SPENCER: 6.13 is the article, it's not
21 6.1.

22 DR. MARSHALL: Right, I think what Dr. Miedema
23 was asking is do we still need to have F and G in
24 this here.

25 MS. SPENCER: Yeah, because we still have that

1 language in Article 6. We didn't strike that
2 language. Our discussion was about 6.1.6. So, we
3 still have a section selection of new faculty and it
4 says who the committee will be. Remember we went
5 through and changed. So, just -- that's just a
6 reference to 6.14. Correct?

7 DR. MIEDEMA: Do we need the quorum? Is that
8 addressed in the other article?

9 MS. SPENCER: Let me see.

10 DR. MIEDEMA: Referring back to the one article
11 is fine, do we need to repeat language.

12 MS. SPENCER: Let's see. It doesn't say about
13 a quorum. So, maybe we put that in 6.13. You want
14 to do that or leave it here? Leave the quorum. I
15 guess we leave.

16 DR. MIEDEMA: That's find, it doesn't harm
17 anything.

18 DR. MARSHALL: Okay.

19 DR. MIEDEMA: One question on this has to do
20 with D, candidates not approved will be notified by
21 administration by April 1st. We've had that in the
22 language for some period of time now because it
23 allowed faculty to find another job if they're not to
24 be tenure. The challenge that it presents is you've
25 told somebody who's not done with the semester that

1 they're not coming back next year and.

2 DR. MARSHALL: Close enough to the end of the
3 semester that it probably doesn't matter to them.

4 DR. MIEDEMA: Yes. Yes. So, that's just a
5 question. I understand it and I understand why we
6 did it because we wanted to assist the faculty to
7 have the opportunity to apply for other jobs if
8 they're not going to get tenure, but for our students
9 is it fair to have that not very happy faculty member
10 in the classroom for another six weeks.

11 MS. FERGUESON: Only temporary. In a situation
12 like this, do they have any meetings prior to where
13 they might have an inkling.

14 DR. MIEDEMA: Do they have any meetings prior.
15 They would know -- would they know that the campus
16 base has not recommended them.

17 MS. SPENCER: Yeah, the way we set it up in
18 here we've allowed them a provision to withdraw and
19 reapply the following year.

20 DR. MARSHALL: But that doesn't necessarily --
21 they wouldn't necessarily know whether or not the
22 administration was leaning towards.

23 DR. MIEDEMA: Would they know --

24 MS. SPENCER: Well, they could stop the process
25 at that point and reapply the following year.

1 DR. MARSHALL: Only if they know though.

2 DR. MIEDEMA: That's what I'm saying, do they
3 know at the point of the campus based denial, that
4 that is the recommendation of the campus base. Maybe
5 that's where we need to do the notification.

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

7 DR. MIEDEMA: Which gives them the opportunity
8 to withdraw if they want. I'm just asking.

9 MS. ANDERSON: To my knowledge there's the
10 portfolio application, after they're at a campus base
11 committee they come to TPDC. The faculty member is
12 not notified that their application has been denied
13 at the campus base level.

14 MS. SPENCER: So, maybe we need language.
15 Because right now what we've tentatively looked at is
16 in the tenure timeline five to seven years we said in
17 the event that tenure's denied at the campus level,
18 the applicant may withdraw the current tenure
19 application and resubmit providing in here it's to
20 the timeline above, like five to seven years.

21 DR. MARSHALL: So, the candidate needs to get
22 notification at that level then.

23 MS. ANDERSON: We had a situation where the
24 campus based committee denied tenure because of -- it
25 was not -- if you're in the processes and we had to

1 overturn that denial. And -- so, for that
2 information to have gone directly to that faculty
3 member, that would not have been right. So, that was
4 one situation where I think that advance notification
5 at the campus base level would have been unfair to
6 that faculty member.

7 DR. MARSHALL: What's the average gap of time
8 between the campus base decision and the TPDC
9 decision?

10 MS. ANDERSON: Without looking at the timeline,
11 I can't -- I don't know. I do know --

12 DR. MARSHALL: A month-ish.

13 MS. ANDERSON: Yeah. So, I can only speak to
14 that one scenario that I'm aware of where that would
15 have been. Rarely, rarely is a faculty member denied
16 tenure. And especially now that they have five to
17 seven years to work through the mentoring process
18 and -- they should have a really good feel as to what
19 the requirement is. That's my, that's my feeling
20 based on what we've seen in the past.

21 DR. MARSHALL: Can that date be pushed out to
22 the last working day of the semester?

23 MS. FERGUESON: Just say end of term. End of
24 the spring term.

25 DR. MARSHALL: End of the spring semester.

1 MS. SPENCER: Oh, no. I feel like we have a
2 responsibility to let them have time to find some
3 other employment.

4 MS. FERGUESON: Well, here's what I'm sitting
5 here thinking. May, what, May, what was it this
6 year?

7 DR. MIEDEMA: End of semester?

8 MS. FERGUESON: It's like the 9th?

9 DR. MARSHALL: 9th. So, we're talking about a
10 week or a week and a half maybe of time.

11 MS. FERGUESON: That's -- I don't see how a
12 week is going to really help them find a job. It
13 would help tremendously in a classroom to students,
14 you know. Yeah, the faculty member might have an
15 inkling but they don't have a definitive answer. I'm
16 just looking at it as protecting the students. And
17 like I said a week, is not going to make a
18 difference, but five weeks, last day of the term they
19 should be notified and then --

20 DR. MIEDEMA: We did change that to annual
21 contract of the standard spring term but we didn't
22 talk about this one.

23 MS. SPENCER: How often does that happen
24 somebody's denied tenure and you have to notify them?

25 MR. ZACKS: You have to go worse case scenario.

1 DR. LAMB: Last day of term means the day the
2 grades are turned in? Because you don't want
3 somebody leaving without turning in grades.

4 MS. FERGUESON: That has happened. Remember
5 that? They took the grade book with them.

6 MS. ANDERSON: That was someone who was denied
7 tenure?

8 MS. FERGUESON: Um-hmm.

9 DR. MIEDEMA: Yes.

10 MS. FERGUESON: Of course, we made them have to
11 come into HR and pick up their final paycheck, I'll
12 give you this, you give me that. It was difficult
13 though.

14 MR. PARKER: I think even though it doesn't
15 happen often, on those few cases it does happen as
16 worse case scenario, that's probably the one
17 individual that you don't want disgruntled at that
18 last week with those kids.

19 MS. SPENCER: Yeah.

20 MR. PARKER: And I hear all the time we only
21 want to do what's best for our students. I think
22 it's a no brainer, that's best for the student.

23 MS. SPENCER: And given that you have a process
24 in place that's pretty transparent and you have five
25 to seven years to get your stuff together.

1 MS. FERGUESON: One would hope.

2 MS. SPENCER: I don't have a problem with it.

3 MS. FERGUESON: Like you said, there's always
4 going to be that one exception but.

5 DR. LAMB: I think it's being kind to our
6 faculty, but I don't have a problem with the last day
7 of the semester. I understand the administration's
8 concerns. I would hope that they're applying for
9 jobs anyway.

10 MS. SPENCER: I don't, it seems pretty
11 reasonable, I just -- I'm a little reluctant. I
12 can't imagine -- I imagine on the other side a worse
13 case scenario for a faculty member but. Well, when
14 we --

15 MS. ANDERSON: I'm sorry to interrupt, but if
16 this date is changing, can we adjust other dates in
17 the timelines?

18 MS. SPENCER: Yeah.

19 DR. MIEDEMA: Such as?

20 MS. ANDERSON: Such as when we have to have our
21 recommendations to the administration. I mean, you
22 you're looking at pushing it out by six weeks, you
23 know, that would -- because sometimes we have to meet
24 for two weeks, depending on the number of applicants
25 and that might help us.

1 DR. MIEDEMA: Do we have the specific timeline
2 language in here or?

3 MS. SPENCER: I think we referred to the
4 handbook is what we did.

5 DR. MIEDEMA: So, we have the ability.

6 MS. SPENCER: We refer to the handbook, so.

7 DR. MIEDEMA: So, we would have the ability to
8 be able to use that timeline.

9 DR. MARSHALL: So, we're okay with that then,
10 by the last day of the spring term?

11 DR. MIEDEMA: Um-hmm.

12 MS. SPENCER: Yeah.

13 DR. MIEDEMA: Yeah, and hopefully it never
14 happens. You take a look at the last five years,
15 there's been very few that have received a denial.

16 DR. LAMB: Would it always be spring term or
17 last day of the term of application or whatever?

18 MS. SPENCER: So, while we're on this subject
19 and the question that you raised, Debbie, about -- we
20 have language in there that says they can withdraw
21 their application if they're denied at the campus
22 level. So, would the TPDC then after reviewing all
23 the application and let the applicant know you were
24 denied at this level and then they would know going
25 into the next semester they have an additional year.

1 Do we need language in there? I mean, we're assuming
2 that somehow --

3 MS. ANDERSON: That's new language, right?

4 MS. SPENCER: That is new language. I mean, is
5 that?

6 MS. ANDERSON: It seems kind. It does seem.

7 MS. SPENCER: Yeah.

8 MS. ANDERSON: Kind.

9 MS. SPENCER: We talked about.

10 MS. ANDERSON: But we want -- TPDC would want
11 to limit that before it goes back to -- just
12 thinking.

13 MS. SPENCER: Yeah, I think that -- so, we can
14 leave the language out with the understanding that
15 you would make your recommendation to a supervisor
16 and tell -- in the event they were denied at the
17 campus level. You don't really look at the
18 application after that, do you, just for process, see
19 if the process was observed, is that correct?

20 MS. ANDERSON: We do look at the whole, yeah,
21 with the intent to make sure process is followed.

22 MS. SPENCER: So, it's still possible that -- I
23 mean, could it go through the whole process once it
24 gets to TPDC, or maybe what we do in the application
25 is say if it's denied at the campus level, please

1 withdraw my application.

2 DR. MIEDEMA: At the campus base level they can
3 receive approval or denial. If it's denied, the
4 college-wide still reviews it to make sure the
5 process was correct. That's the difference. And
6 what we put the language in there that we already
7 agreed to was if they wanted to, based on their
8 feedback or whatever they get at the campus level,
9 they decide to withdraw that and they're still within
10 the window of having another year to apply, they can
11 just stop the process at that point in time.

12 MS. HANFIELD: Okay. I see what you're saying.

13 MS. ANDERSON: Perhaps a check box on the
14 application.

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

16 MS. ANDERSON: You know, that would say if
17 denied at the campus level, return to the applicant
18 to apply year two. I mean, this can't just go on and
19 on and on.

20 MS. SPENCER: Right. Yeah.

21 MS. ANDERSON: You only get two years.

22 MS. SPENCER: Right. I can't imagine --

23 DR. MARSHALL: So, you can only reapply once
24 then.

25 MS. SPENCER: I can't imagine you're going to

1 have unprepared candidates out there.

2 (Dual conversation).

3 THE COURT REPORTER: Wait, wait, wait. I don't
4 know who to listen to.

5 DR. MARSHALL: Sorry. So, you can only reapply
6 once.

7 MS. ANDERSON: Well, let's say the way -- I
8 don't know if this changed but the way it had been
9 prior to you could apply at your, what was it, third
10 year and -- or you could apply at the fourth year.
11 If a person chooses to apply at the fourth year,
12 that's it.

13 DR. MARSHALL: That's the cutoff.

14 MS. ANDERSON: So, in this particular scenario
15 if they apply at the fifth year and say, well, you
16 know -- well, they could. I could see somebody
17 going, well, I'm just going to have a look at the
18 portfolio and then maybe if they don't -- if it
19 doesn't -- if I haven't really finished it, you know,
20 they'll deny it, I'll get it back, no, they're not
21 going to know there's been a denial, and then they
22 get to work on it one more year, but on that second
23 year they're done. If they wait until that second
24 year timeframe, they're done. So, that's the reality
25 of it. They won't have the option to check that box.

1 DR. MARSHALL: So, in the tenure application
2 process, is that something that can be articulated to
3 the person applying?

4 MS. ANDERSON: However the handbook --

5 DR. MARSHALL: That's what I'm saying.

6 MS. ANDERSON: -- scenario evolved in my
7 absence, then I don't know if it's -- that would need
8 to be in the contract or on the application.

9 DR. MARSHALL: Or on the application. So, the
10 application is actually an appendix to the contract.
11 So, I can easily put it there. You know, we can add
12 an explanatory paragraph at the beginning of that
13 appendix that says specifically that if you apply two
14 years out, if denied at the campus level you will
15 have the opportunity to reapply in your final year.
16 If, however, you wait until your final year to apply,
17 there will be no opportunity for reapplication. So,
18 it should be denied.

19 MS. SPENCER: That sounds good. Did you get
20 all that?

21 DR. MARSHALL: Got that? I think Jill got it.
22 We're going to need that transcript right away.

23 DR. LAMB: Can I ask what is D-O-A-H?

24 DR. MARSHALL: It's in the acronym list.

25 MS. SPENCER: Administrative something.

1 DR. LAMB: Well, my question is to grievance
2 procedures or to a hearing. So, are DOAH or
3 arbitration are examples of a hearing.

4 MS. SPENCER: Department of Administration
5 Hearing is DOAH.

6 DR. LAMB: Okay. So, it shouldn't be i.e, it
7 should be e.g.

8 DR. MARSHALL: Well, I don't know, it was
9 already in there.

10 MS. SPENCER: Thank you.

11 DR. LAMB: Just grammar.

12 DR. MARSHALL: You too are going to be the ones
13 that are going to do the final review.

14 MS. SPENCER: Who's you too?

15 DR. MARSHALL: Robert and Associate Provost
16 Akers.

17 DR. LAMB: I'll meet you on your boat.

18 DR. MARSHALL: Only other thing I have here,
19 what is that, 11.3.

20 DR. MIEDEMA: We looked at that and that was
21 fine.

22 MS. SPENCER: Last week did we do the super
23 majority recommendation committee makeup and we had
24 that conflict of interest statement in there.

25 DR. MARSHALL: Where at, Lynn?

1 MS. SPENCER: It's above 11.1.B.4, or maybe 3.

2 DR. MARSHALL: 11.1.

3 MS. SPENCER: 11.1.B, just want to see if that
4 was in there, something about a conflict of interest,
5 because you asked for that, about the makeup of the
6 committee.

7 DR. MARSHALL: I think we already did that.
8 Yes, here.

9 MS. SPENCER: Okay. Good. Okay. Thank you.
10 The chain of custody is in there.

11 DR. MARSHALL: Yeah. 11.4.B.

12 MS. SPENCER: Slow down. Can you go back up
13 there again, please? 11.1.5, recommendation by the
14 faculty, TPDC, I just want to verify that's what we
15 have. That's it. Good. Good. Just wanted to make
16 sure.

17 11.2, we rolled those changes into 11.2.

18 DR. MIEDEMA: Yes, ma'am.

19 MS. SPENCER: Okay. Great. And now we're on
20 11.3, is that where you were?

21 DR. MARSHALL: Yes. I don't have anything in
22 11.3.

23 MS. SPENCER: G, we went from one evaluation --
24 from two evaluations to one. 11.3.G. Oh, you
25 changed the numbers?

1 DR. MARSHALL: Yeah. That's okay, just give me
2 a sentence.

3 DR. MIEDEMA: It's around 2120.

4 DR. MARSHALL: Here?

5 MS. SPENCER: Yeah, that's right. Okay. Good.
6 That reflects here you wanted one evaluation.

7 MS. ANDERSON: Yes. Thank you.

8 MS. SPENCER: And then rank, 11.4, we were
9 going to put parallel language with 11.3.G with
10 promotion. I think we did that last time. Are you
11 at 11.4.A.

12 DR. MARSHALL: Well, think we were just going
13 to leave this piece right here and everything else
14 would be stripped out under it.

15 MS. SPENCER: If you go back up to 11.4.A. Oh,
16 you changed the numbers. Okay. Never mind. Hang
17 on. Following criteria and then scroll down, please.
18 Minimum qualifications as indicated in the table.
19 Weren't we going to refer to that table that's in
20 there? Minimum qualifications.

21 DR. MARSHALL: You're talking about this table
22 right here?

23 MS. SPENCER: Yeah.

24 DR. MIEDEMA: Oh, refer to the tables. As
25 defined in the table above.

1 MS. SPENCER: Yeah. We had like so reference
2 to the table. No, down below where you have minimum
3 qualifications as indicated in the table above.

4 DR. MIEDEMA: Yeah, I see. As indicated in the
5 table above.

6 DR. MARSHALL: Oh, okay.

7 MS. SPENCER: We did have original language,
8 you know, you were going to document the stuff, but
9 after ten years prior college level or university
10 level experience substituted for EFSC experience on a
11 two to one ratio, is that something you do at HR,
12 when you came in you say all right, you're given this
13 many years expense so we don't need to address that
14 here?

15 MS. FERGUESON: Full-time teaching experience.

16 MS. SPENCER: Okay. So, you grant -- so, under
17 the first category in that table. Can you go to the
18 table?

19 DR. MARSHALL: Sure.

20 MS. SPENCER: So, where it says doctorate with
21 five years of full-time faculty experience at EFSC,
22 the understanding would be HR said you get credited
23 for five years of full-time experience because you
24 had ten years at Princeton or something, you would be
25 documenting that.

1 MS. FERGUESON: That's at EFSC.

2 MS. SPENCER: Right, but -- so, what we have in
3 this rank category was that someone who had up to ten
4 years prior college level or university experience
5 may be substituted for EFSC experience on a two to
6 one ratio with every two years prior experience
7 substituted for one year Eastern Florida State
8 College experience. I mean, as you hire people for
9 these new programs and you have somebody coming in
10 with a doctorate and you're going to tell them they
11 have to start as an instructor and assistant
12 professor, that's sort of -- that's been a --

13 MS. FERGUESON: Oh, I see. No.

14 MS. SPENCER: You know what I'm saying?

15 MS. FERGUESON: Yeah, I see.

16 MS. SPENCER: So, do we need that language in
17 there or would you as -- we understand as HR if you
18 say, okay, you get granted five years. Or do we need
19 to keep that language in there is what I'm getting
20 to.

21 MS. FERGUESON: I would keep it.

22 MS. SPENCER: Okay. Let's do that. Can we put
23 that back in there?

24 DR. MARSHALL: What where?

25 MS. SPENCER: So, the language that's here.

1 DR. MIEDEMA: I don't have that in my version
2 here, so.

3 MS. SPENCER: The minimum qualifications up to
4 ten years. So, we need that in there.

5 DR. MARSHALL: Okay. I can do that on -- when
6 we go out to caucus.

7 DR. MIEDEMA: Yeah, I'm fine with that.

8 DR. MARSHALL: So, what about the rest of this
9 being stricken, are we okay with that coming out?

10 DR. MIEDEMA: Yes, ma'am.

11 MS. SPENCER: Let's just make sure before.
12 Must have satisfactory. B used to be as outlined in
13 the TPDC handbook, yeah, that's what we said.

14 DR. MARSHALL: So, that will come out and those
15 will come out.

16 MS. SPENCER: Above there. Can you drop? So
17 evaluation. I'm sorry, right there where it says
18 evaluation, we wanted the language to be eligible for
19 promotion in rank or title, I don't know what
20 happened to that in this document but it should be in
21 there. To be eligible for promotion, the faculty
22 member must have earned a satisfy in at least one
23 evaluation of the previous. The language should
24 paralegal what we have in 11.3 under G.

25 DR. MARSHALL: Just mark it there and then when

1 I go back to make the change for the other piece,
2 I'll do them at the same time.

3 MS. SPENCER: Okay. And we also had language
4 in there that said a faculty member's performance
5 will be considered satisfactory for any evaluation
6 period. If the supervising administrator elects not
7 to evaluate faculty members required by this
8 contract. We had -- I don't know what happened to
9 that. It got stripped out somewhere and we talked
10 about that last time and we were okay with it because
11 it parallels other places. So, we'll have to look at
12 that. I don't what, you know what happened to that.

13 DR. MARSHALL: We can fix that one then.

14 MS. SPENCER: All right. So, that. And today
15 is the 8th.

16 DR. MARSHALL: We have D lined through, is that
17 coming out also?

18 MS. SPENCER: D what?

19 DR. MARSHALL: Activities which qualify for
20 funding may be for credit.

21 MS. SPENCER: Hang on. Contributions or
22 participation, we have -- go back up -- where are we
23 now? Are you still on 11.4?

24 DR. MARSHALL: Um-hmm.

25 MS. SPENCER: So, contributions and/or

1 participation, are we just saying as outlined in the
2 TPDC handbook?

3 DR. MARSHALL: I'm not sure what you're asking.

4 MS. SPENCER: Rank is awarded through the TPDC
5 through the rank committee. So, when you say
6 evaluation, we need to put that language back in to
7 clarify minimum qualifications, contributions and/or
8 participation. If we're going to just say that, we
9 need to say as determined by the TPDC handbook, as
10 outlined in the TPDC handbook.

11 DR. MARSHALL: We're going to fix that piece
12 when we go on caucus, that whole piece.

13 MS. SPENCER: I don't know what happened to it.

14 DR. MARSHALL: I'll fix it.

15 MS. SPENCER: The other part that we looked,
16 peer recommendations, the wanted two. Can we go back
17 up and look at that? Okay. So, we've got to restore
18 that too. I don't know what happened to that. Okay.
19 And then B, as outlined in the handbook, that's good.
20 And we'll adjust that set forth -- who satisfy the
21 criteria above may apply for academic rank. So, we
22 can strike A.1 through 4 -- oh, okay, that's right.
23 Okay. That's good. All right.

24 Okay. And we can probably strike 1 and 2 under
25 there, although let's see. You already did strike 1

1 or 2 there. That's interesting. Okay. And then the
2 college president's recommendation. We didn't
3 strike -- I thought your language was -- did we
4 strike that whole thing about qualify for funding
5 under college programs? I think we kept that
6 language. That was your adjustment, wasn't it?

7 DR. MIEDEMA: Well, we talked about striking it
8 here because it's already listed in other areas.

9 MS. SPENCER: Okay. No problem.

10 DR. MIEDEMA: Yeah, because we already said
11 that you can use any funding that's available for
12 professional development and activities. So, it was
13 just a redundant statement.

14 DR. MARSHALL: It's out.

15 MS. SPENCER: All right. Okay. And then
16 Article 12, we left last week and we were talking
17 about that option to get sick leave payout.

18 DR. MIEDEMA: Can we do one thing before we get
19 down to that?

20 MS. SPENCER: Sure.

21 DR. MIEDEMA: That's just in that first
22 sentence, second sentence, it says a member faculty,
23 it probably should be a faculty member.

24 DR. MARSHALL: Okay.

25 DR. MIEDEMA: Now, where did you want to go?

1 MS. SPENCER: So, when we left two weeks ago we
2 were going to look into the conditions under which a
3 person might buy out their sick leave and that was
4 12.13. We talked about this, some faculty had
5 expressed an interest in using some of their sick
6 leave. I know it's not financially a smart thing to
7 do, but people make irrational decisions all the
8 time.

9 DR. MIEDEMA: While we're on that section,
10 under 12.13.B, it says faculty on sick leave are
11 required to stay in contact with their supervisor, it
12 should be supervisor administrator so we know which
13 person they're having to communicate with.

14 MS. SPENCER: Supervising administrator or
15 supervisor or administrator?

16 DR. MIEDEMA: Supervising administrator.

17 MS. SPENCER: Okay.

18 DR. MIEDEMA: So you're not having to notify
19 the associate provost and the provost and whoever
20 else. It's your supervising administrator that you
21 have, one person. So, the can question now being?

22 MS. SPENCER: I guess it's not in there. I'm
23 sorry. Where do we put the language, I guess that's
24 the question. Do you want faculty to have the option
25 for sick leave payout, and you were going to look

1 into that Darla.

2 MS. FERGUESON: I've got it right here. This
3 is Florida Statute 1012.865, it gives the board of
4 trustees power to adopt rules for an employee who is
5 unable to perform his or her duties. There is, there
6 is our procedure 305.15, it's terminal pay
7 specifically for faculty and that's only if they
8 became deceased, if their continuing contract --
9 faculty member who's released per the current
10 collective bargaining and retirement.

11 MS. SPENCER: Well, it doesn't preclude paying
12 out for other reasons.

13 MS. FERGUESON: Give me an example.

14 MS. SPENCER: Well, the example I got was from
15 a faculty member e-mail who basically wants the cash,
16 the cash for their sick leave because they don't plan
17 to be here that long. I mean, I don't see the wisdom
18 in it but.

19 MS. FERGUESON: When we start looking at this,
20 I had sent Mark Cherry a question about this to ask
21 him to check with the state auditor and we do not
22 have a clarification yet.

23 DR. MARSHALL: When I worked at DCF we did sick
24 leave by hours, but ours accrued and you could only
25 buyout over a certain. So, if you have at the end of

1 the year say at two hundred and forty and you had
2 three hundred, you could buyout the sixty, the
3 difference. So, we had a plan there that we could do
4 it but we don't -- you know, ours here is not the
5 same.

6 MS. SPENCER: If we drafted language at our
7 caucus when we break to fix Article 11.

8 MS. FERGUESON: We can probably --

9 MS. SPENCER: You can look at it when we come
10 back. Maybe we could use what you just described.

11 DR. MARSHALL: Our sick leave doesn't roll
12 here, is that right?

13 MS. FERGUESON: Yeah, it does.

14 MS. SPENCER: No, personal days. Sick leave
15 does but personal days don't.

16 MS. FERGUESON: Personal comes out of your sick
17 leave bank.

18 DR. MARSHALL: Okay.

19 MS. SPENCER: Okay. So, just the one change in
20 Article 12 and then. Okay. I don't have anything
21 else in there.

22 DR. MARSHALL: I have some comments still left
23 on 12.16, terminal pay.

24 MS. FERGUESON: Yeah, that's -- what was that?

25 DR. MIEDEMA: That was related to the sick

1 leave payout.

2 MS. FERGUESON: Yeah, we're going to have to
3 look at the statute to make sure that we're not
4 violating anything in that statute.

5 MS. SPENCER: And the statute was 1012.

6 MS. FERGUESON: 1012.865.

7 MS. SPENCER: Okay. Thank you.

8 DR. MARSHALL: 13.

9 MS. SPENCER: Yeah. So, there's a couple of
10 questions with the insurance and we asked last week,
11 or two weeks ago and you were going to bring some
12 information on the consortium and what the
13 requirements were so we could look at that together.

14 DR. MIEDEMA: Oh, you were talking about the
15 rate if they choose not to.

16 MS. SPENCER: Right.

17 DR. MIEDEMA: We did take a look at that and
18 the cost if we did that for everyone in the college
19 based on those who currently elected one over the
20 other would cost the college \$413,280 Dollars.

21 MS. SPENCER: Wait, say that again.

22 DR. MIEDEMA: \$413.

23 MS. SPENCER: No, the beginning part of it.

24 DR. MIEDEMA: If we offered that to faculty,
25 we'd also want to offer it to staff and so the cost

1 college-wide for us to do that would be \$413,000
2 Dollars, a \$175,000 Dollars of that would be
3 specifically faculty.

4 MS. SPENCER: Hundred and how much was it?

5 DR. MIEDEMA: \$175,000 Dollars is what it would
6 cost the college to pay that.

7 MS. SPENCER: And how much would the college
8 save in the event that those faculty and staff did
9 not offer health insurance?

10 DR. MIEDEMA: I don't understand the question.

11 MS. SPENCER: So, if you're not paying the
12 premium for the staff members and faculty members,
13 how much of a savings is that for the college?

14 DR. MARSHALL: Same amount.

15 MS. FERGUESON: Yeah, same amount, but it's
16 in -- it's not savings, per se, it's in reserve.
17 Let's say you don't take the insurance but you had a
18 qualifying event, we have to have those funds able
19 for you to come and join one of the medical plans.
20 Qualifying events, marriage, death, birth of a child.
21 Even at open enrollment if you want to join in
22 January we have to have those funds available in
23 order to.

24 DR. MIEDEMA: So, we can't touch it for other
25 usages.

1 MS. FERGUESON: Yeah, that money's all set
2 aside and we have to fund the full amount for every
3 single employee.

4 MS. SPENCER: Right. You were going to bring
5 us that information so we could look at that, like
6 what the plan says what, what it entails.

7 MS. FERGUESON: Yeah, that's what I'm trying to
8 find.

9 MS. SPENCER: What the college's
10 responsibilities are. Because the consortium has
11 what, eight or nine different insurance options for
12 members? We were looking through that. There's
13 different things that are involved there.

14 MS. FERGUESON: There's --

15 DR. MIEDEMA: Plan 1, Plan B, Plan C.

16 MS. FERGUESON: And Plan C. And some of the
17 college, we used to have the HRA, but we have one
18 person in it. So, we let that one go. That's not
19 even a medical plan.

20 DR. MARSHALL: Darla, may I ask a question?

21 MS. FERGUESON: Sure.

22 DR. MARSHALL: Let me do it as an example. I
23 have my insurance through here, my husband has his
24 through his employer. If I chose not to have mine
25 here and instead went under a plan through his

1 employer, you would still have to have that funding
2 set aside for me should I choose to at some future
3 point return to.

4 MS. FERGUESON: Absolutely, yes.

5 MR. PARKER: One of things that plagues big
6 government operations when they go out for
7 insurances, insurance corporations, Cigna, Aetna,
8 whatever, they will say how many people do you have
9 on full-time staff or part-time that we're insuring
10 and they calculate it based on that number. And most
11 of the time they give you no credit at all or
12 discount at all for chopping people off and that's
13 why there's this big resistance to do it. Sometimes
14 they'll give a small credit. With the county does a
15 hundred dollar credit because the insurance company,
16 Cigna, with the county allows a one hundred dollar
17 discount even though they're saving thousands of
18 dollars. They're charging over there nine thousand a
19 head I think for the insured and a hundred dollars is
20 going back to the person with the county still having
21 to bear the burden of that it seems. And just
22 exactly for that reason, a lot of spouse, you know,
23 the other, they're getting proper insurance through
24 another employer.

25 And they actually have to jump through

1 additional hoops in addition. They have to actually
2 do an affidavit or a disclaimer saying I have
3 insurance. There's all kinds of strings. But
4 there's never that financial windfall that we all, I
5 think, think should be there to where if you're not
6 going to insure then there should be money available,
7 but the insurance companies really prohibit that
8 because they want -- that's how they make their money
9 is they give you a rate based on per person for a
10 certain number of people that are under your
11 umbrella.

12 DR. MIEDEMA: The consortium agreement itself
13 says that participation in the consortium health and
14 life program requires participation of all active
15 full-time employees.

16 MR. PARKER: You hear that everywhere, one
17 hundred percent.

18 MS. SPENCER: Here's the thing. I mean,
19 insurance is as wages and hours and working
20 conditions is mandatory subject of bargaining. So,
21 faculty should be part of the decisions and those
22 discussion and that's what we want to look at that
23 information and see if there's a way -- and in the
24 contract as we have it now, I mean, we're supposed to
25 have a committee to review these things, right.

1 So --

2 MS. FERGUESON: Only when it comes up for
3 renewal. We are members of the consortium. I think
4 I need to get you some history.

5 MS. SPENCER: Yeah, you were going to do that.

6 MS. FERGUESON: Because it continues year after
7 year after year. We don't go out. If we were to
8 change insurances, we have to go out for a bidding
9 process. And some of you who have been here years,
10 every year we were changing and it the cost just kept
11 going up and up, but the consortium pull twenty-seven
12 other community colleges is a bigger buying power.
13 But the insurance committee, we haven't had any
14 changes. We should be meeting once a year but I
15 don't even know who the members of the faculty are.
16 We used to have a huge committee and that was just
17 not workable.

18 DR. LAMB: We have the long term, short term
19 disability last year.

20 MS. FERGUESON: That was immediate, something
21 immediately. I mean, I don't think anybody could
22 have beat the rates that we got.

23 MR. PARKER: You write one every two or three
24 years. Like for example, the county when they go out
25 to bid for their insurance, they invite, you know,

1 the ILUNA and the ISF and all to part of those
2 discussions and they have to do that every time they
3 go out for bid and it's a mess. And as a result
4 of -- I think they were getting ready to break Ten
5 Thousand Dollars a head over there and they're really
6 having to cut down on benefits for employees,
7 retirees because it's just getting so expensive.

8 When I came over here I looked at the rates and
9 we really have an incredible rate for what we get. I
10 think it's close to seven, it may be a little under,
11 and if you go out to bid and you go back out,
12 obviously that would initiate all of the
13 participation, but the result could be, you know,
14 typically if you -- especially if you're by yourself
15 as a college, I know it seems like we have a lot of
16 people, but what I think gives their buying power's
17 the fact that we're part of a larger group. Because
18 even when the county partnered with the school board
19 and had ten thousand people, it still didn't seem to
20 be that attractive to these big insurers. It was
21 like a normal size group to them where they're still
22 paying this incredible amount of money. So, that's
23 the risk you run when you go back out is, you know.

24 MS. FERGUESON: And they look at your
25 experiences from the last five years.

1 DR. MARSHALL: Your claims.

2 MS. FERGUESON: Or claims, yes, the claims, the
3 age of your employee population. I can tell you
4 right now we probably have at least five very serious
5 cancer claims out. I mean, it's amazing, you know,
6 what we do have.

7 MS. SPENCER: But you also have a lot of new
8 hires and younger faculty and we don't want to waive
9 our right to discuss that issue or have some say in
10 how that thing is dealt with, so.

11 MS. FERGUESON: But we're not going to bid it,
12 so.

13 MS. SPENCER: Right, but it should still be --
14 I mean, we should still meet annually at least to
15 talk about those things.

16 MS. FERGUESON: Give me an answer to who is on
17 the committee. I think you all have two, two or
18 three, I can't remember. Two. Because it used to be
19 years ago Dr. Derrick and Alan Spindel and we tried,
20 you know, nobody could get a time to just meet say
21 but, yeah, we can do so. Let's try to get one in
22 maybe September.

23 MS. SPENCER: So, and the other, the other
24 concern that's come up, two faculty members have --
25 what's going on with the life insurance, dependent

1 life insurance. They were told -- they're paying
2 premiums for five or six years and then told that
3 they rebated it and you don't have life insurance for
4 your dependent anymore.

5 MS. FERGUESON: We explained that. What
6 happened is, and it wasn't -- most of them were not
7 five and six years. During this past open enrollment
8 there was -- when you logged in, for some reason FPNC
9 opened up the ability to add dependent life
10 insurance. You can never add a dependent or anybody
11 under your life insurance unless you have evidence of
12 insurability. We were unaware of that because we
13 don't see the enrollment, it's populated into our
14 system by FPNC. We found out about it when a claim
15 for a member that did just that, it wasn't a faculty
16 member, but this happened, that's how when we started
17 looking we found out how many had gone during open
18 enrollment and done that. So, that's why we had to
19 go back and.

20 We also found in looking further, it only goes
21 back to 2012 and we have refunded all the premiums
22 paid for dependent covers that was incorrectly added.

23 MS. SPENCER: It wasn't just this last open
24 enrollment period because the two faculty members
25 that I heard from were they had been paying premiums

1 for years, it wasn't this just last open enrollment
2 period.

3 MS. FERGUESON: Well, that's not our record
4 reflects. If you can give me those faculty
5 members, send their names to me and I'll research
6 that.

7 MS. SPENCER: Okay.

8 MS. FERGUESON: But all they have to do, we
9 gave them the information, is to submit the evidence
10 of insurability the way it should have done. We're
11 making sure that FPNC is aware and we already have
12 that, that this will not ever happen again, ever.

13 DR. MIEDEMA: We do still have in Article 6.1.6
14 that faculty will participate as voting members in
15 the insurance committee. So, we just need to get
16 committee members and we'll start pulling that
17 committee together on a monthly basis.

18 MS. SPENCER: So, can you share with us the
19 stuff you have about the consortium there and then
20 when we break we'll just look at that and see.

21 So, there's -- what you're saying -- what you
22 said, Mr. Parker, about the rebates, is there any
23 cost savings at all for the college when people don't
24 opt for the medical policies here, do you know?

25 DR. MIEDEMA: I don't think there's a cost

1 savings in that if there's -- we still have to
2 designate that pot of money as untouchable for other
3 purposes.

4 DR. MARSHALL: Does that pot of money roll year
5 to year or it fluctuates year to year, I'm assuming,
6 depending on who's enrolling and who's getting out so
7 to speak.

8 MS. FERGUESON: And the rates.

9 DR. MARSHALL: Right.

10 DR. MIEDEMA: And what would happen is if we
11 use that pot of money because we had more claims than
12 usual, we would have to go to college reserves to pay
13 those because we need to continue.

14 MS. SPENCER: Is that the terms of the
15 consortium, your membership in consortium?

16 DR. MIEDEMA: It depends on -- it's one of
17 those --

18 MS. SPENCER: So, it's a self insurance thing.

19 MS. FERGUESON: Um-hmm.

20 DR. MIEDEMA: It's self-insured, that's the
21 best description.

22 MS. SPENCER: Okay. I thought there were a
23 number, we got on there and looked at it and there
24 was a number of different options on there, so. How
25 you arrived at the one I just would like to know and

1 see.

2 MS. FERGUESON: Where did you look at?

3 MS. SPENCER: Michael Moats pulled it up for us
4 when we were looking for it and he goes here's one,
5 two, three and we were looking at and we haven't
6 touched since then, so.

7 MS. FERGUESON: On our web site?

8 MS. SPENCER: No, the consortium, the community
9 college or state college consortium. Risk consortium
10 or risk management consortium, is that what it is?

11 MS. FERGUESON: They do have more than what we
12 have, but there was HRA, which is health
13 reimbursement account. I believe they had two types
14 of PPO. One was really high cost, very high cost.
15 Now, some of those that they have out there now are
16 going away next year.

17 MS. SPENCER: We're talking about the same
18 thing, right, the college risk management consortium?

19 MS. FERGUESON: Yeah, um-hmm.

20 MS. SPENCER: Okay. And you had language for
21 Article 6, right?

22 DR. MIEDEMA: Yes, we're going to share that
23 with you in a minute and then as soon as we caucus
24 I'll. But we did leave the language in there about
25 the insurance committee. We left that in there

1 because we need to make sure that we're doing that.
2 So, we'll see if we can gather some information.

3 DR. MARSHALL: So, we'll hold this piece over?

4 MS. SPENCER: Yeah, just until we caucus and
5 see. We can get this put to bed then.

6 MS. FERGUESON: When we caucus I'll get copies
7 of these and give them back to you.

8 MS. SPENCER: Okay. Great. That will be
9 great.

10 DR. MARSHALL: 13.5.

11 MS. SPENCER: 13.5?

12 DR. MARSHALL: Yeah, we still have some left
13 over comments.

14 MS. SPENCER: Do we have that? It just says if
15 you provide it for other employees you'll provide it
16 for us.

17 DR. MIEDEMA: If we're able to provide it, we
18 provide it for everybody.

19 MS. SPENCER: What's the question?

20 DR. MIEDEMA: We never said for sure that was
21 okay.

22 MS. SPENCER: Oh, yeah, that's fine.

23 DR. MARSHALL: So, are we changing the language
24 here?

25 MS. SPENCER: Is that the language change?

1 DR. MARSHALL: This is the current language
2 right here what we have here.

3 MS. SPENCER: Current as of the contract now in
4 force?

5 DR. MARSHALL: It hasn't been changed.

6 MS. SPENCER: And so you want to change it to?

7 DR. MIEDEMA: We can just leave it the way it
8 is.

9 DR. MARSHALL: We don't need to worry about
10 changing it?

11 DR. MIEDEMA: No, you can get rid of all of
12 those comments.

13 DR. MARSHALL: Okay.

14 DR. MIEDEMA: Those were points of discussion
15 and we've discussed them and I think we have a --

16 DR. MARSHALL: The same for 13.6?

17 DR. MIEDEMA: Yes, um-hmm. I like that part.

18 MS. SPENCER: And then 14 we worked --

19 DR. MIEDEMA: I had one other question in 13.4.
20 There's a comment in there which is under C and it
21 says in the event of an error by the college
22 resulting in underpayment. If there's an error in
23 regards to overpayment, do we need any comments on
24 how that will be addressed as well?

25 DR. MARSHALL: I don't know with where that's

1 at, Dr. Miedema.

2 MS. SPENCER: That's 13.9.

3 DR. MARSHALL: Okay. Thank you.

4 MS. SPENCER: Do you ever have that happen?

5 MS. HANFIELD: Yes.

6 DR. MIEDEMA: Well, we have had it happen with
7 individuals who leave in the middle of a term or they
8 have -- some of my nursing faculty who work over the
9 summer and then they resign before a major term has,
10 they actually end up owing us money and we want to
11 have a clear easy way of working that out with them
12 rather than them saying, okay, it's your final day so
13 you don't get a paycheck this time because that's how
14 much money you owe us back.

15 MS. SPENCER: Okay. Do you want to propose
16 language?

17 DR. MARSHALL: So, do we need and E that says
18 in the event of overpayment?

19 DR. MIEDEMA: Yes, we'll propose --

20 MS. SPENCER: You propose language.

21 DR. MIEDEMA: Absolutely. I just thought that
22 might be something since we addressed specifically
23 overpayment, we might want to address -- or
24 underpayment, we should address overpayment. Because
25 it says we will give them money back as quickly as we

1 can, but if we've overpaid someone it's kind of
2 difficult to say you must return that money in the
3 next pay period.

4 MS. SPENCER: And then Article 14 we TA'd
5 expect the ADPA. Remember that language, that nice
6 language we worked as to the timeline, October, and
7 all that stuff and we couldn't find it last week. I
8 thought Debra was here when we did that. So, we
9 found that, we'll put that in at our caucus, restore
10 that. Remember we pushed it back so you'd have a
11 little more time and room. So, restore that. And I
12 think we looked at everything else. So, we'll fix
13 that at the break along with Article 11 and come back
14 and hopefully we can.

15 DR. MIEDEMA: I'll look at the language on
16 overpayment and --

17 MS. SPENCER: Yes. And Article 6 we had some
18 language.

19 DR. MIEDEMA: And Article 6.

20 MS. SPENCER: Yeah. We can get that done in
21 thirty minutes.

22 DR. MIEDEMA: Perfect.

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

24 DR. MIEDEMA: Okay. We have a whole hour and
25 fifteen minutes.

1 MS. SPENCER: Yeah. The short work, Article
2 13, your health insurance.

3 DR. MIEDEMA: Okay.

4 MS. SPENCER: That proposal that we would like
5 to be rebated for not taking part in it, we withdraw
6 that for now. We talked about it at the table and
7 with the understanding that the committee will meet
8 on a more regular basis so that faculty are aware
9 what's going on and what the choices are and have a
10 voice in the process.

11 DR. MIEDEMA: We were just -- that's what was
12 taking us so long is we were talking with the
13 consortium and they're trying to explain this all to
14 us and we're all going oh, my.

15 MS. FERGUESON: I've heard it over and over
16 again but.

17 DR. MIEDEMA: How they do our rating, how they,
18 I'm going oh, my lord, this is a lot more than just.
19 So, that would be wonderful.

20 MS. SPENCER: So, Article 13 we can type it up
21 tentatively.

22 DR. MARSHALL: So, that's coming out, that
23 piece?

24 MS. SPENCER: Yeah, that's coming out. And
25 we'll leave the committee, the other language in

1 there that was part of the original language. Is
2 that okay?

3 DR. MIEDEMA: Absolutely.

4 MS. SPENCER: We're okay with that. Okay.
5 Then we can TA that.

6 DR. MIEDEMA: Yeah.

7 MS. SPENCER: Would you like to do your Article
8 6 language?

9 DR. MIEDEMA: I will hand it to you because
10 it's all written out and you can take a look at what
11 we're proposing. What we had looked at doing is to
12 put in the types of conditions by which you can go
13 ahead and use the tuition for either tuition
14 reimbursement or loan reimbursement and we put in
15 there, and I'll let Lynn look at it because there
16 were several steps in there. That they've worked at
17 the college a minimum of a five years, that the
18 degree sought is related to primary job duties.

19 MS. SPENCER: Can we put it on the overhead?

20 DR. MARSHALL: No, but Harold can. Let him do
21 it, he knows.

22 DR. MIEDEMA: In Article 13 we didn't address,
23 Sandy just reminded me, the issue about overpayment.

24 MS. SPENCER: Oh, yeah, you were going to have
25 language.

1 DR. MIEDEMA: We have a simple statement and
2 Tony, would you please read that. That will be an
3 easy thing to resolve.

4 MR. AKERS: So, overpayments to faculty
5 members, whether current or former employees, will be
6 recovered by the college pursuant to college
7 procedure 304.1.

8 DR. MIEDEMA: Just that simple.

9 DR. LAMB: And if that procedure changes, it
10 doesn't matter.

11 MS. SPENCER: And that never changes?

12 DR. MIEDEMA: We won't change that.

13 DR. LAMB: No, one has changed it? Okay.

14 DR. MIEDEMA: That's why we chose that
15 procedure because it's a consistent one.

16 MS. SPENCER: Now, that goes where?

17 MS. HANFIELD: Under 13.9.C.

18 DR. MIEDEMA: We have the statement that says
19 that if we underpay you, we'll pay you within the
20 next period or whatever it is, that will be like an
21 E. That would be the next statement that just says
22 we'll follow that procedure so that they know that
23 there is an expectation that we will look at. And
24 the procedure says that we'll look at payroll
25 deduction and.

1 DR. LAMB: That's what I was going to ask, what
2 does the procedure say.

3 DR. MIEDEMA: Yeah, rather than put all that
4 language in there because the language says, you
5 know, the procedure addresses on a case-by-case
6 basis, it's X amount of dollars, you pay in this
7 amount of time, otherwise, it's over six months. So,
8 there's a lot of different criteria. So, we thought
9 the simplest way to do it is just address it back to
10 the procedure.

11 MS. SPENCER: Can you send us that language and
12 we'll look at it?

13 MR. AKERS: Would you like me to repeat it?

14 MS. SPENCER: No, I want to look at the policy
15 make sure. I just.

16 MS. FERGUESON: It's a procedure.

17 MS. SPENCER: Procedure, yeah, the board of
18 trustees procedure.

19 DR. LAMB: 304.1?

20 MR. AKERS: 304.1.

21 MS. SPENCER: Okay. We'll look at that. All
22 right. Debra, did you look at that? That's pretty
23 good.

24 DR. MARSHALL: I don't have an issue.

25 MS. SPENCER: Yeah, you like it.

1 DR. MIEDEMA: Reasonable.

2 MS. SPENCER: Cool.

3 DR. MARSHALL: Can I keep this?

4 DR. MIEDEMA: ,Yes that's for you.

5 MS. SPENCER: So, 6 we put to bed then if we
6 get that done. Good.

7 MR. ZACKS:

8 DR. MARSHALL: Okay. So, that will take care
9 of 6?

10 MS. SPENCER: Yes. Article 14, we put the ADPA
11 language in there and there's one sentence we'd like
12 you to look at putting in there. We talked at the
13 table about the inversion issue and I know you said
14 your numbers didn't match ours and we wanted them to
15 see if you would agree to mutually review -- the
16 parties mutually review and address any salary
17 inversion issues among full-time faculty, we can do
18 it on an annual basis or at the commencement of this
19 agreement or something like that. So, that meaning
20 like that we would look at the numbers and if there
21 were any issues, then we would have to agree and
22 address that.

23 DR. MIEDEMA: Where are you putting that?

24 MS. SPENCER: In Article 14. What do you
25 think, 14.8 maybe? We make a 14. At the end, is

1 there a 14.8? We haven't put it in there yet.

2 DR. MIEDEMA: Okay.

3 DR. MARSHALL: ADPA, the only changes that were
4 made were we consolidated what was in the appendix to
5 the body of the CBA.

6 MS. SPENCER: Hang on one second. Can we just
7 clarify what we're talking about with the inversion
8 first?

9 DR. MIEDEMA: What -- say what you want.

10 MS. SPENCER: So, the sentence would be the
11 parties agree to mutually review and address any
12 salary inversion issues among full-time faculty and
13 we can say annually or we can say at the beginning of
14 the agreement, upon agreement, ratification of the
15 agreement or however you want to say it. And that
16 just means we'll look at the numbers because you
17 already said you would be willing to do that and see
18 if we can't work it out. And it was a small number,
19 I think was less than \$5,000 Dollars for the eleven
20 or twelve faculty. So, we'll type that up and send
21 it to you for your review.

22 DR. MIEDEMA: Any issue with that?

23 MS. FERGUESON: No.

24 MS. SPENCER: We don't want to do it annually
25 because after a while you're going to look at that

1 and as long as you have some sort of salary in your
2 cost of living adjustment every year you don't have
3 those issues. So, this is really a one time,
4 hopefully a one time thing. You can think -- of
5 course, you'll think about it.

6 DR. MIEDEMA: Um-hmm.

7 MS. SPENCER: Okay. That was it. And Debra,
8 the ADPA. Debra and Robert worked on restoring the
9 language. Remember the day we went through and the
10 timeline and added and moved it back to October. So,
11 I'll let you guys talk about that. Is that it? Got
12 it?

13 DR. MARSHALL: Robert.

14 DR. LAMB: We just wanted to start with a
15 narrative here and not repeat what we -- what exists
16 in outline form below. So, I don't know what the
17 best way to do this would be, just...

18 DR. MARSHALL: It's really just the same
19 language that was in the existing appendix and
20 instead of being there and in the CBA, we've combined
21 it all to be in the CBA and deleted the appendix.
22 So, it's all just now in one place. We've general
23 information.

24 DR. MIEDEMA: This was language in what you
25 sent to me already or is there a new language here?

1 MS. SPENCER: No, you know what -- I think we
2 sent it to you already. The session that we met when
3 Debra wasn't here, which was 6/17, and then last week
4 I was scrambling and looking for it, what happened to
5 it.

6 DR. LAMB: Those changes were just the
7 timeline.

8 DR. MIEDEMA: But what you sent to me after the
9 last meeting, what I printed up already has this
10 language in it.

11 MS. SPENCER: No, it doesn't.

12 DR. MARSHALL: It would have been in the prior
13 appendix and then the new language is this piece
14 here. So, it spells out the new timeline
15 essentially, it just broadened the timeline.

16 MS. SPENCER: You're right, it is in there.

17 DR. MIEDEMA: Because I thought I already
18 reviewed it. That's why I was getting confused
19 because I thought you already sent me that because I
20 already looked at it.

21 DR. LAMB: Yeah, I think you did.

22 DR. MARSHALL: You all had it, I didn't have it
23 because I wasn't here. So, it's in here now. So,
24 none of this language is new to you then, it's just
25 all consolidated in two places.

1 DR. MIEDEMA: So, we're checking it to make
2 sure.

3 DR. LAMB: I wish we could print this out.

4 DR. MARSHALL: We tried. We tried to get it
5 printed.

6 DR. LAMB: Oh, I mean right now, I wish there
7 were a printer here and we could just.

8 MS. SPENCER: I think if we review it at the
9 table, then we could e-mail the document, get the
10 clean copy and get it signed.

11 DR. MIEDEMA: No, this is information we had
12 already as I'm reading it compared to what I had in
13 my notes.

14 DR. MARSHALL: We can start at the top of that
15 if you want. We did make some changes where we found
16 duplication of.

17 MS. HANFIELD: So, this is just not the wording
18 that's in the 7.8 document.

19 DR. MARSHALL: Yeah.

20 MS. SPENCER: Yeah, they took the appendix and
21 put it all in there.

22 DR. MIEDEMA: We do -- under 2595 we sometimes
23 have a dean like the dean of public safety who's
24 coordinated that and so they're not just a provost.
25 So, you could say supervising administrator probably

1 just as easily.

2 MS. SPENCER: That'd be fine.

3 DR. MIEDEMA: Same group that you're always
4 identifying with. I don't think you have an issue
5 with organizing. Just making sure.

6 MS. FERGUESON: 2596 you got supervising
7 administrator.

8 DR. MARSHALL: Well, the reason why it was is
9 because we had provost and vice president before.
10 So, I can change that though, that's fine. Is it
11 always a supervising administrator though that is
12 over the -- puts out the call for the committee?
13 It's not always, right? Because your -- for example,
14 your vice president, a vice president is not my
15 supervisor but the call might come from the vice
16 president, right?

17 MS. HANFIELD: I think it would be the assigned
18 administrator.

19 DR. MIEDEMA: The assigned administrator is
20 probably good.

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

22 DR. MARSHALL: Okay.

23 DR. MIEDEMA: Yeah, it's the college president
24 in 2598. We've been trying to address that where
25 it's appropriate so we know which president the

1 material goes to.

2 MR. AKERS: Could we go up just a little bit?

3 In 2590, line 2590, should that be calender year?

4 I'm not sure. Or is it academic?

5 MS. SPENCER: It's always been calender year.

6 MR. AKERS: And in 2591 should we specify that

7 that's every two calender years?

8 MS. SPENCER: Yeah, there's no problem with

9 that.

10 DR. MIEDEMA: Probably a good idea. I knew

11 there was a reason I'm keeping him around.

12 MS. FERGUESON: What's 2604?

13 DR. MARSHALL: It's just a blank. You're

14 talking about this line right here?

15 MS. FERGUESON: Yeah.

16 DR. MIEDEMA: It's gone.

17 DR. LAMB: To be married to Apple guy you

18 should make it work.

19 DR. MARSHALL: We fight all the time at my

20 house. We are house divided when it comes to

21 technology.

22 DR. LAMB: Was it the previous language that

23 said something about will solicit faculty members for

24 the selection committee of no more than five

25 full-time faculty?

1 DR. MIEDEMA: Yeah. We had talked about
2 whether some of our smaller clusters --

3 DR. LAMB: Because then later on it says you
4 have to have five. So, we just made it five. I'm in
5 a cluster of six, we complain about it all the time
6 and then we just do it, so.

7 DR. MARSHALL: Well, we did make it five but
8 then there's other -- they can be combined, you know,
9 so.

10 DR. MIEDEMA: So, we can -- they either have a
11 choice of five out of the six participating or
12 combining with another cluster.

13 DR. LAMB: Um-hmm.

14 DR. MIEDEMA: And we talked about the sixty
15 days, yeah. That's exactly what we talked about.

16 DR. LAMB: Yeah, we always tried to make you
17 the vice president for academic affairs because a
18 couple of times you were the chief learning officer.
19 So, we just changed it all.

20 DR. MIEDEMA: I answer to anything.

21 DR. MARSHALL: And then the guidelines just
22 came, again, right out of the appendix.

23 MS. HANFIELD: 2646 change, and 47, to his.

24 DR. MIEDEMA: His/her.

25 MS. SPENCER: I think we said further down that

1 we did sixty days, the guidelines will be available
2 for sixty days.

3 DR. MARSHALL: We've got it.

4 MS. SPENCER: No, right there.

5 DR. MARSHALL: Oh, you're talking about this?

6 MS. SPENCER: Right, we said the criteria would
7 be available sixty days and then down below you have
8 it available for thirty days. Right there.

9 DR. MIEDEMA: Right there, 2660.

10 MS. SPENCER: Maybe we don't even need that in
11 there.

12 DR. MARSHALL: We don't.

13 MS. FERGUESON: 2667 it says college.

14 DR. MIEDEMA: Okay.

15 DR. MARSHALL: Yeah.

16 MS. SPENCER: Good. So, we have two other --
17 well, there was a definition you wanted to look at.
18 I think we resolved that.

19 DR. MARSHALL: We did. I had a definition and
20 I don't remember if you had a chance to look at it or
21 not. What was it now? Auxillary assignment.

22 MS. SPENCER: My recollection is we just went
23 with the first sentence in that.

24 DR. MARSHALL: So, all of this including the
25 compensation piece, we don't need to have that there,

1 right?

2 MS. SPENCER: No, because we defined it in
3 our -- we said daily right of pay.

4 DR. MIEDEMA: Exactly.

5 MS. SPENCER: That was easy. The only two
6 other things, the MCC appendix we wanted you to look
7 at before we adjourn. That we changed to be the
8 professional development and advanced faculty,
9 professional development and advancement, whatever,
10 it's a mouth full, achievement categories. I think I
11 gave you a version of this, right? So, instead of
12 MCC.

13 DR. MIEDEMA: Yeah, you did give us that.

14 MS. SPENCER: And this is refined. We can go
15 through this.

16 DR. MIEDEMA: Yes. You gave it to us last
17 meeting, we just didn't go over it.

18 MS. SPENCER: So, you know from seeing this
19 stuff that Debra Anderson did with TPDC what this was
20 collating all that language and the categories now
21 are organized according to faculty self-assessment
22 and evaluation form but it pulls in all that other
23 language.

24 MS. HANFIELD: Should -- 3285, when you say may
25 request provost approval, should that be supervising

1 administrator?

2 MS. SPENCER: Yeah, probably.

3 DR. LAMB: You know, we wrestled with that word
4 category. We changed it to classification. Now I
5 wonder if we need to change it to classification in
6 the complete title at the top.

7 MS. SPENCER: Okay.

8 DR. LAMB: I'm just wondering.

9 DR. MARSHALL: Where?

10 DR. LAMB: All the way on the slide above.
11 Keep going up. There you go. Faculty.

12 MS. SPENCER: By classification.

13 DR. MARSHALL: The title of the appendix.

14 DR. LAMB: I'm just saying change the word
15 category to classification up above.

16 DR. MARSHALL: Oh, got you.

17 DR. LAMB: Because we say by category, nobody
18 said anything about category.

19 DR. MIEDEMA: Hopefully you don't have to say
20 that title too many times.

21 MS. SPENCER: I know. We call it something
22 else.

23 DR. LAMB: I'm trying to come up with a good --
24 with a naughty acronym.

25 MS. SPENCER: We could you get rid of

1 activities, that shortens it.

2 DR. MARSHALL: Does this have to stay?

3 MS. SPENCER: Yeah, for now it should.

4 DR. MARSHALL: For now. Okay.

5 MS. SPENCER: Can you get rid of activities in
6 the title? By classification, is that okay? That's
7 shorter. One less word.

8 DR. MIEDEMA: That helps.

9 DR. MARSHALL: Better?

10 DR. MIEDEMA: Makes sense. And these are the
11 points that have already been predetermined.

12 MS. SPENCER: Yeah, that's what you guys
13 reviewed.

14 DR. MIEDEMA: They look very familiar.

15 DR. MARSHALL: Yeah, that's all that is.

16 DR. MIEDEMA: I like the abbreviation so we can
17 identify specifically which category we're looking
18 at.

19 MS. FERGUESON: 3305 is blank.

20 MS. HANFIELD: That's the space.

21 DR. MARSHALL: I will fix all of those. You
22 have to individually suppress all the empty lines and
23 every time I make a formatting change, different
24 lines are empty. So, before we do the final print,
25 I'll go through and suppress all the empty lines.

1 DR. LAMB: I see. And in between 3306 and 7,
2 that's not a line, that's a graphic.

3 DR. MARSHALL: You have to suppress each one
4 individually.

5 MS. SPENCER: Holy smoke.

6 MS. HANFIELD: So, how many points is it for
7 doing this?

8 MS. SPENCER: Doing that, yeah, that's good.

9 DR. MARSHALL: A lot. Okay?

10 DR. MIEDEMA: Um-hmm.

11 DR. EARLE: One second. One more. Okay.

12 Number 7.C, organizing profession related programs.

13 MS. SPENCER: Oh, okay.

14 MS. HANFIELD: I think down at the very bottom
15 whenever you scrolled that, Debra, you had provost.
16 No, go -- yeah, keep going down. Determined by your
17 supervising administrator instead of provost.

18 DR. MIEDEMA: She's good at this.

19 MS. SPENCER: She is good.

20 DR. MARSHALL: Don't get any grand ideas
21 people.

22 MS. SPENCER: That's that. And the only other
23 thing is the college-wide program coordinators, the
24 salary schedule we left last week, or two weeks ago
25 when we talked out maybe increasing that. It hasn't

1 been increased in a while. You said you were fine
2 with bringing everybody at the same level.

3 DR. MIEDEMA: Yes, but the --

4 DR. MARSHALL: Which appendix is that, Lynn?

5 DR. MIEDEMA: D.

6 MS. SPENCER: Yeah. I don't think that's the
7 correct. We already talked about some other changes,
8 didn't we? So, when we left two weeks ago we asked
9 you to consider -- you came back and said you were --
10 you did a calculation that the cost of the college
11 was -- it was too high at what we had proposed and so
12 we asked you to consider a counter that would raise
13 the level to and I don't recall. Harold, do you
14 remember what?

15 MR. ZACKS: It went up by a \$1,000.

16 MS. SPENCER: That's what it was. \$4,000, is
17 correct? Is that your records too show that? And
18 what you think about that.

19 DR. MIEDEMA: Well, I think it causes a ripple
20 effect. You talked about doing that for program
21 coordinators, what are we doing for cluster chairs
22 who are also putting in more time that they
23 originally had put in in their schedule and I can't
24 afford to go in and increase everybody's salary at
25 the same time.

1 MR. ZACKS: From a \$1,000 to \$500.

2 DR. MIEDEMA: So, that to me -- and it sounds
3 like a very simple thing but when you have as many of
4 those positions as we have, what we've already done
5 is it would cost -- when you add in the benefits to
6 raise it to \$3,000 for everybody as a program
7 coordinator, by itself it costs us \$52,000 Dollars
8 over the course of the year, which is full-time
9 faculty. So, that's the question. And can we do
10 something less?

11 MS. SPENCER: So, that's -- and that's what we
12 talked about last week. You said you were okay with
13 dropping out the first and second year and paying
14 everybody at that rate and then an additional \$500.
15 A \$1,000 is too much? How much do you have? Cluster
16 chairs we have what, fifteen clusters.

17 DR. MIEDEMA: We have fifteen clusters.

18 MS. SPENCER: And program coordinators and
19 college-wide coordinators, that's another?

20 DR. MIEDEMA: What I've already done is to take
21 one, two, three, four, five program coordinators and
22 advance them to program managers. That alone cost
23 \$50,000 Dollars. So, now you add in another \$52,000
24 Dollars and I can't really do program coordinators
25 without doing something for cluster chairs. So, if I

1 increase them by a \$1,000 Dollars also, that's
2 another \$15,000 Dollars and now you're well over a
3 \$100,000 Dollars in stipends which is a significant
4 increase to have done.

5 MS. SPENCER: But at this point you're
6 comfortable with \$3,000 for the coordinators and
7 doing away with the first and second year. That's
8 what you were talking about where the \$52,000 came
9 when you looked at that, is that correct?

10 DR. MIEDEMA: Um-hmm.

11 MS. SPENCER: Okay.

12 DR. MIEDEMA: Yeah, I think that's a good
13 start. I think -- just like the other categories you
14 can take with the job and granted if you have more
15 experience in it and I would like to be able to give
16 you more for the enhancement and the experience, but
17 I think what we need to take a look at is one salary,
18 one stipend and then next year as we do our opener we
19 can talk about where we are budget wise and see if we
20 can bump several of those categories all up at the
21 same time.

22 MS. SPENCER: Can we have a five minute caucus?
23 We'll step outside the room here just real quick. Is
24 that all right?

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

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

2 MS. SPENCER: Yeah, we're fine with that.

3 DR. MIEDEMA: We'll make a commitment next year
4 as we look at it to look at that whole group of
5 individuals and seeing what we can do.

6 MS. SPENCER: Yeah. And this list is not --
7 so, when you're looking at CTE and you're wondering
8 I'm going to have campus coordinators, they would --
9 the understanding they would fall under campus base
10 and college-wide. Okay.

11 DR. MIEDEMA: Yeah.

12 MS. SPENCER: That's it.

13 DR. LAMB: And the words this printed list is
14 not exclusive.

15 DR. MIEDEMA: Exhaustive.

16 DR. LAMB: Exhaustive, yeah.

17 DR. MIEDEMA: It's not an exhaustive list.

18 MS. SPENCER: That's all I have on my list.

19 DR. MIEDEMA: Okay. So.

20 DR. LAMB: Well, the bottom line, Debra, below
21 the table, faculty who function as both.

22 DR. MARSHALL: Is anything else in here that
23 needs to change?

24 DR. MIEDEMA: That's what I'm looking at. Not
25 that I know of. Not that I know of. Just nice to

1 have it looking clean.

2 DR. LAMB: And can I just ask a question? We
3 don't need to -- what we were talking with Darla
4 about earlier, if, you know, I taught at Harvard for
5 twenty years and then I come here, for those twenty
6 years I get ten years, does that also include here
7 with the -- I wish I could finish a sentence. If I
8 am being hired at this college with some academic
9 teaching experience already.

10 DR. MARSHALL: I think you're talking about
11 rank. Is that what you're trying to say?

12 DR. LAMB: I'm saying for the salary, for the
13 beginning salary at this university, at this college,
14 do we use the same formula as we do for rank?

15 DR. MARSHALL: Um-hmm.

16 MS. SPENCER: We don't specify in the contract
17 because that's something HR gives you. We specify
18 for rank but we don't specify it anywhere else in the
19 contract.

20 MS. FERGUESON: What this is addressing is if
21 you're hired in, you come from, like you said, the
22 maximum credit you get is ten years, no matter where
23 you get it from. So, you -- and what degree you're
24 coming in. So, you came in with a doctorate and you
25 had ten years.

1 DR. LAMB: But it's year for year. In other
2 words, if I taught somewhere -- at UCF for ten years,
3 then I would start ten years here.

4 MS. FERGUESON: Ten years, yeah. And say you
5 came with a masters plus sixty, six to twelve years
6 you get Forty-one Five, yeah, that's how that works.

7 DR. MARSHALL: So, it's different than rank.
8 It's different than the, than the compensation you
9 get for rank coming in.

10 MS. SPENCER: So, we're -- the new language
11 that we discussed at the table today was the proposal
12 to look at the inversion, your proposal for the
13 tuition reimbursement for the loans, the Article 13
14 overpayment, which we'll look at it but we've talked
15 about it at the table today. The salary schedule I
16 think we're okay with that. Everything else should
17 be fine and we can handle this -- we'll e-mail you
18 the document, you review, if there's any, if there's
19 any substantive change or new language -- I don't
20 anticipate anymore new language so I don't think we
21 need to worry about that. So, how about we say we're
22 happy and we'll review it online and sign off on the
23 articles that we've agreed to.

24 DR. MIEDEMA: Do we need to do anything with
25 any of the appendices?

1 MS. SPENCER: Oh, that's right. I don't think
2 you made changes but.

3 DR. MIEDEMA: That's something that we can --
4 we have in the past taken the appendices as is and
5 continued to work on them and not have to, you know.
6 But that's the question I have, do we need to discuss
7 them at the table if we're making any changes to the
8 appendices.

9 MS. SPENCER: I don't anticipate anymore
10 changes.

11 DR. MIEDEMA: I don't either.

12 MS. SPENCER: Because the only thing that was
13 major was that shift from the MCC. We did talk at
14 the table about removing some of the HR forms.

15 DR. MARSHALL: I did that here. This will come
16 to you. When we send you, you'll get this.

17 DR. MIEDEMA: That's all I need.

18 MS. SPENCER: And you did the work on the
19 department chair.

20 DR. MARSHALL: It's all done. Yeah, they're
21 all done.

22 DR. MIEDEMA: Then we're good.

23 DR. MARSHALL: They're formatted and then
24 once -- once we have everything exactly how we want
25 it, I'll go into the appendices that I have here and

1 form field what I can.

2 DR. MIEDEMA: So, is it possible to -- we can
3 review this and give two weeks because then if we can
4 go through this and look at it and TA it and if we
5 have -- we can meet in two weeks or we can do it via
6 mail and sign off if there's not major changes and
7 that way we'll have -- I'll have a week to get it out
8 to faculty and they'll have time to review before
9 they come back. That's the goal is we want to make
10 sure we have the opportunity to review it. So, if we
11 can do this by reviewing it and then if we want to
12 get back together to just say it's done, we can do
13 that or we can -- whatever way works for you guys
14 because I know that you're supposedly off contract,
15 I'm not. So, you tell me.

16 MS. SPENCER: Do you want to tentatively set a
17 date for July 22nd to sign off on the tentative
18 agreement?

19 DR. MIEDEMA: Yeah. 1:00 o'clock?

20 MS. SPENCER: Pending review and then if there
21 are any final little issues we can resolve that
22 there.

23 DR. MIEDEMA: Perfect.

24 MS. SPENCER: With the expectation it probably
25 won't be a very long meeting. That work for you all?

1 MR. AKERS: July 22nd?

2 MS. SPENCER: July 22nd on Wednesday.

3 DR. MIEDEMA: I'm not off contract, I came in
4 here.

5 MS. SPENCER: Okay. And then we'll send that
6 out as soon as possible.

7 DR. MIEDEMA: Perfect.

8 MS. SPENCER: It's pretty much -- I mean, I
9 just have to look at the language. Okay. Great.
10 So, we're done, is that right? Awesome.

11 (Thereupon, the meeting was concluded at 4:30
12 p.m.)

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STATE OF FLORIDA)
(SS:
COUNTY OF BREVARD)

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

DATED this 13th day of July, 2015.

JILL CASEY
Court Reporter