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2026 SPRING BARGAINING: SESSION 3

ORIGINAL

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PLACE: Eastern Florida State College
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Building 10
Melbourne, Florida 32935
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3 DR. KATINA GOTHARD

4 LYNN SPENCER

5 KELLI LESLIE

6 MARK E. LEVITT, ESQUIRE

7 DR. PHIL SIMPSON

8 DR. SANDY HANDFIELD

9 DARLA FERGUSON

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1 DR. FILES: We're live. Welcome,
2 everybody. Session 3. We've got a long agenda
3 today. Very long agenda. I think we left off
4 last time discussing article -- Appendix H, if
5 you want to pick up back there where we left
6 off.

7 MR. LEVITT: I guess we're going to start
8 with the working group.

9 DR. FILES: So I did integrate what we had
10 discussed so far last time, and I did send it
11 to you all in an email.

12 MR. LEVITT: I probably have it, but thank
13 you. So what did you do here on this one? You
14 said you -- what does this represent at this
15 point?

16 DR. FILES: This is what we were
17 discussing last session.

18 MR. LEVITT: So are these things we've
19 agreed to, or are there still open issues on
20 them?

21 DR. FILES: Everything is still open. We
22 were agreeing -- the document that you all
23 provided, remember, that was from the -- the
24 incorrect one? What you had on there I
25 integrated into here. We can run through and

1 see if we have any issues or questions we want
2 to ask.

3 Oh, I did have a question for you about
4 that. So if you look at CC4 on your document,
5 you had changed the half-point to 1 point. I
6 don't know if you had accounted for the
7 parenthetical there that says this is in
8 addition to the half-point for serving on the
9 committee.

10 DR. SIMPSON: Because of the document
11 disparity, I believe it had not been accounted
12 for. So it would be .05.

13 DR. FILES: That's what we thought. We
14 just wanted clarification.

15 DR. SIMPSON: Thank you for asking that,
16 though.

17 DR. FILES: 0.5 -- or .05.

18 DR. SIMPSON: No. .05. Just kidding.

19 DR. FILES: I don't think we had come to
20 any agreement on CC9. We had asked the
21 question there, did we want to move the editor
22 to Article 14 and give 30 points of release
23 time, or do you want to keep it here in the
24 appendices with the points?

25 If you need more time to discuss or think

1 about that --

2 DR. SIMPSON: I'm just thinking about time
3 commitment for 30 release points versus 1
4 point. I'm just trying to do some calculations
5 in my head, which is always dangerous.

6 DR. FILES: So 30 release points would be
7 five hours -- remember, you get 33 points,
8 3-credit release, and then the two hours for
9 advisement.

10 DR. SIMPSON: I think I have a preference.
11 I'll discuss it with my team. It could be a
12 caucus, perhaps.

13 MR. LEVITT: Is there a different editor
14 for different documents, or is there one
15 designated editor for college documents?

16 DR. FILES: That's the Science2Practice
17 Journal that it is referencing.

18 MR. LEVITT: It's what?

19 DR. FILES: The Science2Practice Journal
20 that we have here.

21 DR. SIMPSON: We do also have, and I don't
22 know how active it is, but we do have a
23 literary journal. Lantern or Formiggi?
24 Lantern.

25 DR. FILES: Lantern, I believe.

1 DR. SIMPSON: I don't know how active that
2 is, but it could be, and there's always the
3 possibility of other journals. So I think
4 providing representative examples here is good
5 and just having it be understood that the
6 editor of an in-house journal would be either 1
7 point or 30 release points. One or the other.

8 DR. FILES: I don't think we should
9 specify one or the other. There should be a
10 set specification whether it's going to be
11 points.

12 DR. SIMPSON: I agree with that. I mean
13 we need to determine what it's going to be.
14 Sorry.

15 DR. FILES: I wanted to make sure we
16 wanted the same thing.

17 DR. SIMPSON: It's been a long day
18 already.

19 DR. FILES: You're telling me.

20 Did we get an answer to whether IT was
21 able to program a drop-down menu for -- in the
22 system and whether we could leave the items as
23 open points if we have a drop-down. That was
24 -- I don't know if you all recall --

25 (Dr. Gothard entered the meeting room.)

1 DR. SIMPSON: That was on our to-do list.
2 I do not think that has been completed.

3 Do you want to do this by page just to see
4 if there's any questions on a given page?

5 DR. FILES: Sure. If you have any
6 questions, let us know. Yes. CC12 we were
7 going -- you all were going -- sorry. You all
8 were going to pull the data on the amount of
9 faculty who use individual items.

10 Is that still a work in progress as well?

11 DR. SIMPSON: Yes. Sorry.

12 I have a question about technical
13 questions. Those wouldn't necessarily stop
14 agreement on the entire article or appendix --
15 right? -- if we reach agreement on the
16 substance? Then we can just follow up as
17 action items about technical questions like
18 that.

19 DR. FILES: Yes.

20 DR. SIMPSON: Thank you. I think we can
21 go to page 3. So two things. I have a
22 proposed answer for CC20 about how many points.
23 I think mentoring is a pretty significant
24 obligation on the part of faculty, so I suggest
25 1 point.

1 DR. FILES: 1 point per student?

2 DR. SIMPSON: Total. Sorry. Well, let me
3 think about that for a moment. It's still
4 significant. 1.5. Do you want to talk about
5 it when you get a chance, see if you think
6 that's appropriate?

7 MR. LEVITT: 1.5 for what? Total or per
8 student?

9 DR. FILES: 1.5 per student?

10 DR. SIMPSON: I'm sorry. Total. I'm
11 sorry.

12 DR. FILES: So .75 per student, maximum
13 two students. So they're going to be capped at
14 7 and a half hours of time per student per
15 academic year. So they're going to spend
16 roughly three and three hours per semester?

17 DR. SIMPSON: Well, that's -- I don't
18 think we have a good way to quantify this one,
19 so I'm just kind of throwing numbers out to see
20 what we think is fair because I would not know
21 without asking faculty exactly how many hours
22 they put into it that we could come up with
23 something that's quantifiable.

24 DR. FILES: Let's put a pause on this. I
25 have a thought I need to gather, and then we'll

1 revisit.

2 DR. SIMPSON: Okay. And just one more
3 thought on that. I think we're trying -- at
4 least my mind, we're trying to determine what
5 seems reasonable here as opposed to doing a
6 study of what's happening out in the field.

7 Then my question was about CC21 with
8 faculty sponsorship of a student organization.
9 Currently, they are paid a stipend. So is this
10 in place of that stipend?

11 DR. FILES: That was the question that we
12 were going to have because that's -- it was
13 struck from the work group, but then you had
14 put it on your document as 1.5. So we weren't
15 sure what you were doing with that.

16 DR. SIMPSON: I think it's -- to me, it's
17 one or the other. I'm not terribly persuaded
18 either way which one it ought to be.

19 DR. FILES: We'll caucus on that and talk.
20 Maybe we might to poll faculty on that and get
21 their perspective.

22 DR. SIMPSON: Okay. Okay.

23 DR. HANDFIELD: Question on CC22. Did you
24 mean 1.5?

25 DR. FILES: So maximum of 1.6 per academic

1 year. So we were thinking eight hours per
2 semester, maybe. So they do 16 hours total, so
3 that would be 1.6 points. Just because if you
4 split it over two semesters, 1.5 doesn't split
5 nice.

6 MR. LEVITT: It says that's a maximum.
7 How do you earn it? Is there a set number of
8 hours to volunteer or people volunteer --

9 DR. FILES: It's a tenth of a point for an
10 hour. So they would do a maximum of 16 hours
11 per year. That would earn them 1.6 points. So
12 we looked at it from the perspective of maybe
13 they do it every other week. So that would be
14 eight hours in the fall, every other week in
15 the spring, that would be another eight hours,
16 for a total of 16 hours, which would be 1.6
17 points. That's the way we looked at it.

18 MR. LEVITT: Should you designate .1 per
19 hour maximum of --

20 DR. FILES: That's at the beginning of the
21 document. The highlighted text on page 1.

22 MR. LEVITT: This is a new point? It's
23 underlined. Is this new?

24 DR. FILES: It's not new. It was in there
25 last time.

1 MR. LEVITT: Is it in last year's
2 document?

3 DR. FILES: We discussed this during the
4 first session.

5 MR. LEVITT: I was just making sure
6 because it's underlined. It's new to last
7 year, but we've been discussing it. I
8 understand.

9 DR. SIMPSON: Through the workgroup.

10 DR. FILES: Yes, sir.

11 DR. SIMPSON: Now, page 4, if we're ready.
12 I honestly can't remember on CP5 if that was
13 our question asked at table or your question.
14 I think we talked about this last time.

15 DR. FILES: We did.

16 DR. SIMPSON: Thought about it a little
17 more. I think it really depends -- the
18 definition here is really important about
19 mentoring because you could make the case you
20 mentor practically any student in any class,
21 but I don't think that's the intent here.

22 DR. FILES: No, it is not.

23 DR. SIMPSON: So it would be if it's an
24 actual specific program requirement or
25 something like that.

1 DR. FILES: (Nods head.)

2 DR. SIMPSON: Along the lines of what we
3 used to do with our Success Strategies class.

4 MS. GOTHARD: Yes.

5 DR. FILES: Yes.

6 MS. LESLIE: Yes.

7 DR. SIMPSON: That kind of program.

8 DR. FILES: (Nods head.)

9 DR. SIMPSON: That answers my question, so
10 I think I'm okay with that.

11 DR. FILES: Okay.

12 DR. SIMPSON: Unless you have something, I
13 think we're okay with page 4.

14 DR. FILES: Okay.

15 DR. SIMPSON: I'm glad to see an
16 articulation committee on there. That's
17 important work.

18 Like I said, long day. Is there a
19 difference between CP13 and CP21?

20 DR. FILES: You said 13?

21 DR. SIMPSON: CP, yes, 13.

22 DR. FILES: Yes, there is a difference.

23 DR. SIMPSON: Discipline-related
24 professional organization --

25 DR. FILES: I'm sorry. What are you

1 looking at?

2 DR. SIMPSON: Oh, I got it. I'm sorry.
3 Like I said, long day. Participating versus
4 leadership. I believe the distinction is being
5 a member of the group versus leading a group.
6 I mean, you have to be participating to be a
7 leader in that. Correct. But it's really two
8 separate functions.

9 DR. FILES: Correct.

10 DR. SIMPSON: Did I mention we've been in
11 meetings all day? It's crazy. We got it.
12 Thank you.

13 MR. LEVITT: So those are questions, but
14 we haven't agreed to anything; right?

15 What's next? Now we have to agree to
16 something. I guess there's a couple you were
17 going to check into.

18 DR. SIMPSON: Just a proposed course of
19 action -- what I was thinking, so maybe it
20 would help to articulate it -- is to go through
21 the whole thing and see what questions we might
22 still have to circle back on, but at least get
23 an overview of it for now, and then we know if
24 we have significant discussions to go back to.

25 Does that make sense?

1 DR. FILES: Uh-huh.

2 DR. SIMPSON: Okay. I don't know about
3 anybody else, but I'm on page 6. Just a memory
4 refresher. I know we talked about this, but
5 completing the Online Course Design & Delivery
6 Plus workshop with a point crossed out,
7 completing Quality Matters workshop with a
8 point crossed out.

9 Were we just thinking about what the point
10 value ought to be? I honestly don't remember.

11 DR. FILES: We were just doing time. So
12 however long the time it takes to do that. I
13 don't know if we wanted to specify maximum
14 points. That's what we've done in some other
15 areas as well.

16 DR. SIMPSON: I think you would almost
17 have to. Certainly, for Quality Matters,
18 because that's a pretty significant time
19 investment. Online Course Design & Delivery
20 Plus is probably up there too.

21 DR. FILES: We could keep it at a static
22 value. Can you get with a tech and find out
23 what the average time for completion is with
24 the OC Plus? And then we can discuss point
25 values based off that time to completion.

1 DR. SIMPSON: Am I allowed to direct a
2 question to someone in the audience?

3 Sharon, would you mind following up with
4 Dayla on that?

5 MS. CRONK-RABY: Texting right now.

6 DR. SIMPSON: Thank you.

7 DR. FILES: I don't think we should put
8 static points on Quality Matters, however. We
9 should just put a cap.

10 DR. SIMPSON: Yeah. And it also depends
11 on the kind of Quality Matters experience
12 you're signed up for. I mean, they have some
13 shorter webinars and that kind of thing, but I
14 think we're talking about a full-fledged
15 Quality Matters, weeks-long experience here.

16 I've been through a couple of those
17 myself. They are very time-intensive. No
18 doubt in my mind that one needs to be a static
19 value, some sort of cap. What's fair as a cap
20 we could discuss.

21 It's probably true for the next three or
22 so there. Right? Again, it's such a
23 significant time investment to do some of these
24 things. You might be talking static value or
25 cap.

1 Sorry. My fault. Misread it.

2 Parenthetical statements explain the points.

3 Got it. Thank you.

4 MR. LEVITT: I'm sure you all are already
5 doing this kind of thing, so you have a system
6 in place. But if something is so much per
7 hour, what do you do? Just put in for what you
8 want or what you think you spent, and your
9 supervisor just approves it?

10 Like, on a workshop or editing, so much .1
11 per hour, this one took me six hours. You ask
12 for six. The supervisor looks at it. He
13 approves it. You're not keeping a time sheet.

14 DR. FILES: Some workshops do have time
15 stamps, but it depends upon what the activity
16 is.

17 MR. LEVITT: Just like these, these
18 workshops, like you're saying, they're all
19 different times. You say, oh, I spent four
20 hours doing this, or I spent six hours. Again,
21 I'm assuming you have an existing system. I'm
22 not looking to change it. I assume that's what
23 it is. The faculty member puts in for
24 something and says, this is what I spent, this
25 is what it should be, and the supervisor will

1 approve it, or if for some reasons there's a
2 question, you all look through it.

3 DR. FILES: Uh-huh.

4 MR. LEVITT: I'm thinking back on the
5 editing one. Some people are fast; some people
6 take forever.

7 DR. FILES: Kat can actually speak to that
8 better than I can because she started the
9 Science2Practice.

10 MS. GOTHARD: I believe in the workgroup,
11 we already listed every year is receiving 1
12 point. And so the editor of S2P reviews and
13 then also does everything else, including
14 putting the journal together, marketing,
15 working with the online platform, all the other
16 stuff that has to get done. The reviewer just
17 reads the articles, puts together their
18 comments.

19 So as a result, it takes a lot more time
20 as an editor with all of those additional
21 duties, and so what it really comes down to is
22 having the time to do it. And the college has
23 to decide if they want to -- how important is
24 it for the college to have a peer-reviewed
25 journal.

1 DR. SIMPSON: We did agree, I guess --
2 yeah. So we did agree that, on this side,
3 being an editor of any journal was a very
4 significant time investment. So we're just
5 trying to figure out the fairest way to do
6 this, either with the points or with the --

7 MS. GOTHARD: As somebody who has been
8 trying to do it with the journal, I would say
9 that we haven't been moving it forward recently
10 because we've all been just overwhelmed with
11 what all has been going on. And what it would
12 really take for me to be able to continue in
13 that role would be a waste of time.

14 DR. FILES: Are we done with page 6.

15 DR. SIMPSON: Oh, I'm sorry. Yes. Page
16 7.

17 DR. FILES: So page 7 is just the points
18 request form for stuff that is not contained
19 within the appendix.

20 DR. SIMPSON: So for my own understanding,
21 if I could just recap quickly for whenever our
22 next caucus would be, because I think there
23 were a couple things we wanted to discuss, but
24 one of them -- a couple things on page 3 we
25 were going to talk about separately and then

1 come back together about how many points were
2 mentoring undergraduate research students,
3 faculty sponsorship of a student organization,
4 whether we think that ought to be a flat
5 stipend or points.

6 There was something else. Oh, yeah.
7 Literally, what we were just talking about,
8 whether 30 release points versus point value
9 for editing an in-house journal. I think we
10 might want to talk through some of the nuances
11 here during caucus. Pending ActEC's
12 information on average time to completion for
13 the Online Course Design & Delivery workshop.
14 I think that's about it.

15 MS. CRONK-RABY: She's pulling the data.
16 I'll have it soon.

17 DR. SIMPSON: We may have an answer on
18 that whenever we're done with whatever our
19 first caucus is. Also static values for
20 Quality Matters workshop.

21 DR. FILES: It was maximum value, not
22 static?

23 DR. SIMPSON: Maximum value. Okay.

24 DR. FILES: Next? You all want to go with
25 something next, or do you want me to

1 continue --

2 MR. LEVITT: What else have you got?

3 DR. FILES: Next would be Appendix B,
4 which we haven't discussed yet. It's part of
5 Workgroup 1. Workgroup 1 was faculty
6 evaluations. So before we can get to the
7 faculty evaluation part, we need to look at
8 Appendix B.

9 This was edited two workgroups ago. The
10 workgroup that was reconstituted in the fall
11 did not make any changes to the recommendations
12 from the previous workgroup. So faculty
13 responsibilities, a few of the changes that
14 were proposed was to remove the word
15 "required." Attend scheduled administrative
16 days activities except when on approved leave.
17 It's implied that those days are required, so
18 it doesn't need the word "required" there.

19 Hold classes as scheduled except when on
20 approved leave was added. Utilizing the
21 Learning Management System, LMS, per the
22 instructional faculty responsibility section in
23 the CBA was added. The word "CBA" was added to
24 the next. Develop a syllabus, et cetera, as
25 outlined in the appendices. What appendices?

1 The CBA appendices.

2 "Collaborate with other EFSC employees in
3 a professional manner" was added. "Develop
4 instructional materials that support the course
5 competencies and learning objectives," the word
6 "learning" was added.

7 Under the graduation requirement, "Attend
8 one college or program graduation ceremony per
9 academic year unless on approved leave," the
10 change in wording there had to do with the
11 quality across the college; that certain
12 faculty in programs being required to attend
13 graduation in a program requirement is not
14 equitable to standard structural faculty that
15 are not part of the program.

16 So that's why we added that language
17 there. So faculty should only be required to
18 do one type of commencement ceremony per
19 academic year.

20 And then the librarian sections, that was
21 drafted by the librarians and their supervising
22 administrator during their previous workgroup.
23 That is completely new language. That is not
24 in the current CBA.

25 MR. LEVITT: Is the rest of this all

1 library? The next page, all library?

2 DR. FILES: Yes.

3 MR. LEVITT: I don't see that language
4 that is in all those job descriptions about all
5 other duties.

6 DR. FILES: Do what now?

7 MR. LEVITT: The language "all other
8 duties as assigned," like your job description.

9 DR. FILES: No, we don't include that in
10 the job description. Your duties and
11 responsibilities are completely laid out for
12 you. What is your expectations? If you put
13 something other there, then how is it that I
14 know what it is I'm specifically supposed to
15 do.

16 MR. LEVITT: I know this has been there a
17 long time. The problem with listing job duties
18 is this isn't listing every job duty. It
19 doesn't say wake up in the morning, get your
20 coffee, get to work on time. It doesn't say --

21 DR. FILES: I would think that would be an
22 implied task to get to class on time.

23 MR. LEVITT: I agree. There's a lot of
24 implied tasks that aren't here. I know you're
25 limited under this. I'm just saying there's a

1 lot of implied tasks that aren't listed.

2 DR. FILES: Nor should they be.

3 MR. LEVITT: Until someone says it's not
4 listed, I don't have to do that. I'm not
5 trying to blow this up. I'm just pointing it
6 out.

7 DR. SIMPSON: Well, along the same lines
8 with -- not as worried about the instructional
9 faculty part of this. The librarian part of
10 this, I'm just looking at it very carefully to
11 make sure this would anticipate every if not
12 every single duty. I mean, it's what I think I
13 just heard, though: every single duty.

14 Is this comprehensive enough? Has
15 something inadvertently been left out? I don't
16 know the answer to that. It's just a concern.

17 MS. SPENCER: We had it in there -- sorry.
18 I'm interrupting. Is that okay?

19 DR. FILES: Go ahead.

20 MS. SPENCER: I mean, we got rid of it
21 years ago. It was like another thing that's in
22 there. Like, other duties is assigned. Well,
23 that's just so broad. They could be asking you
24 to come wash their windows, you know.

25 MR. LEVITT: Reasonably related to being

1 an instructor. It has to be reasonably
2 related. Now, if you're teaching a
3 window-washing class, you might have that. I'm
4 just trying to get us to 5:00. That's all.

5 DR. FILES: Actually, we're scheduled to
6 5:30 today.

7 MR. LEVITT: I see the smiles on everybody
8 face.

9 DR. SIMPSON: I'm just concentrating.

10 DR. FILES: I just wanted to present it
11 now so that you all can put it on your radar
12 because we do need to look at this prior to
13 looking at the faculty evaluation form at a
14 later date.

15 And then the next thing that we do need to
16 introduce as well is the online quality
17 standards. This is the current document, which
18 is a very hard read. So, they condensed it
19 down to a one page that we think is a little
20 bit more digestive.

21 So what we would like for you to do is
22 compare the two and make sure that you're okay
23 with the one page because, again, this is going
24 to go into the CBA.

25 Do we want to discuss Article 8 language

1 before we caucus?

2 MR. LEVITT: Probably.

3 DR. SIMPSON: We'll probably have
4 questions about just the comparison to make
5 sure nothing substantial is lost, but that can
6 wait until after caucus, I think.

7 DR. FILES: It doesn't even need to be
8 discussed today.

9 DR. SIMPSON: I'm all for condensing it,
10 just so everyone understands that, as long as
11 we're not losing something substantial in the
12 process.

13 DR. FILES: Right. The big part there is
14 the section under "Understanding RSI." That's
15 the federal standard right there. That's the
16 big meat and potatoes, that regardless of what
17 we decide on, that's the piece that's the same
18 between both documents. A little bit cleaner
19 version, but it has the same content.

20 DR. SIMPSON: That's what I was concerned
21 about. Thank you for saying that. Okay.

22 DR. FILES: So we'll be happy to entertain
23 any language that you have on Article 8. I'll
24 let you all lead the way on that.

25 MR. LEVITT: Let's do 8.8. So, the first

1 one is 8.3, dealing with scheduling and
2 advisement hours. So it's explaining the
3 changes or additions there and why we think
4 they're important.

5 DR. SIMPSON: I would say the most
6 substantive change is actually toward the
7 bottom of the page. That's the 8.3.B. It
8 says, "The remaining five hours of advisement
9 time may be scheduled virtually off-campus at
10 the faculty member's discretion."

11 We're certainly open to wording on this.
12 This is kind of a first-draft attempt at it,
13 but the ask here is that the faculty member be
14 available synchronously during the scheduled
15 time. And we're open to defining this more
16 specifically, maybe even more broadly than what
17 we already have here. But synchronously in
18 this context means being reachable through
19 realtime communication channels during
20 scheduled hours, including some representative
21 samples but not limited to.

22 Oh, I'm sorry. One other thing under
23 8.3.3.A.1, "Faculty members may schedule all
24 five hours at off-campus instructional site
25 mutually agreed upon by the faculty member and

1 their supervising administrator." That's
2 already there. What we're proposing adding is
3 a site location noted on the faculty member's
4 schedule.

5 Again, open to variations of that wording.
6 It's just kind of what we're seeing what we can
7 do here. That was it for 8.3.

8 MR. LEVITT: Any questions on that?

9 DR. FILES: No. Any other languages?

10 MR. LEVITT: 8.4, "Instructional Faculty
11 Responsibilities." We're asking that the
12 syllabus, it says, be posted no later than the
13 first day of class but for the duration of the
14 semester. I guess we got some information some
15 people take it down during the course of a
16 semester. I don't know why they do, but --

17 DR. FILES: So clarification: You're
18 saying that we post the syllabus in the
19 learning management system, and the language is
20 saying that the syllabus should be there the
21 entire semester. That's what this language is
22 saying?

23 DR. SIMPSON: Which you would think it
24 goes without saying.

25 MR. LEVITT: One of those implied things.

1 One of those implied things, but some people
2 apparently don't get the implication. You're
3 right. It doesn't make sense. Once it's up
4 there, why would you pull it down. Phil got
5 information some people are doing that.

6 DR. SIMPSON: How widespread it is, no
7 idea, but it's kind of hard to poll on that.

8 And then under G, the current language is
9 "submit final grades in the LMS and Titan Web
10 for all courses taught in a semester by the
11 deadlines published by the registrar."

12 So what we're proposing here is that the
13 graded assignments throughout the semester also
14 be recorded in Canvas. That goes without
15 saying for an online class, but we're talking
16 about for course companions as well for
17 face-to-face classes.

18 And I think another key point there is
19 "faculty shall ensure that all courses taught
20 during the semester are published and remain
21 continuously accessible in the LMS during the
22 entire semester without interruption." It kind
23 of goes with the syllabus.

24 DR. FILES: All right. No questions.
25 Next?

1 MR. LEVITT: Moving right along. Getting
2 your exercise there. Sorry.

3 MS. GINN: That's okay.

4 MR. LEVITT: We are proposing the addition
5 of 8.8. Calling it E, it's all new language.
6 Not sure where it goes. So if you can explain
7 what this is discussing.

8 DR. SIMPSON: Again, we're open to wording
9 changes on this, if need be, but the idea here
10 is that we put a cap on release time, and that
11 it could be up to 60 points per major academic
12 term without any real questions or concerns
13 about it. But if there is additional release
14 time that's warranted due to extraordinary
15 institutional needs or responsibilities, the
16 CAO -- in this case, me -- could approve an
17 increase beyond that institutional cap for 30
18 more points but not to exceed 90 points total
19 per major academic term. And then in no cases
20 could the combined release time per academic
21 year exceed 180 load points.

22 So that's 8.8.E. We didn't know where to
23 put this. It seemed like it would be under
24 other terms and conditions. There may be a
25 more logical place for it, which we're open to.

1 This is what we're proposing here.

2 DR. FILES: Do we know of any faculty that
3 are above 90 points?

4 DR. SIMPSON: It has happened. I don't
5 know if anybody currently is. I'd have to
6 look, but I know HR tracks that.

7 DR. FILES: Can we get a history, Darla?
8 Let's go back five years. Specifically, not
9 just total number, but by term, the number of
10 faculty per term that exceeded 90 points of
11 release time.

12 Let me reword that. Sorry. Two pieces of
13 information. One, the number of faculty per
14 term that exceeded 60 release points, and then
15 a second is for those that had 90 or more.

16 DR. SIMPSON: You got it.

17 DR. FILES: Thank you.

18 MR. LEVITT: The next one is 8.10.

19 DR. SIMPSON: 8.10, course modalities.

20 This, I think, actually aligns with one of the
21 changes in the appendix for instructional
22 faculty responsibilities. Maybe gives it a
23 little more specificity.

24 "Any online instructional materials,
25 activities, or supplemental content" -- maybe I

1 need a different phrase there, but I was
2 thinking a courseware in particular for
3 publishers -- "or supplemental content
4 associated with a face-to-face lecture course
5 shall be delivered exclusively through the
6 college's officially approved LMS.

7 "Faculty shall not use external platforms
8 or systems for course-related online components
9 unless prior written authorization is obtained
10 from the faculty supervisor." That's for
11 lecture courses.

12 DR. FILES: Can I ask a question?

13 DR. SIMPSON: Yes, of course.

14 DR. FILES: So, for example, we use a
15 platform, MyMathLab, for math courses. Is this
16 wording implying that a face-to-face course
17 cannot use that?

18 DR. SIMPSON: No, that is not the intent.

19 DR. FILES: That's the way it reads.

20 That's the way it reads.

21 MS. LESLIE: That's the way it reads.

22 DR. SIMPSON: Well, it said --

23 DR. FILES: Because it is -- it's a
24 third-party platform.

25 DR. SIMPSON: Oh, got you. No. We'd have

1 to work on the wording there, but that's not
2 the intent.

3 DR. FILES: I just wanted to clarify.

4 DR. SIMPSON: Thank you. And then Eastern
5 Florida Online, I guess this might also apply
6 to face-to-face if someone is doing anything
7 substantial through their Course Companion.
8 Well, no. Strike that. Let's just talk about
9 online first.

10 Online course, instead of may, shall
11 employee audio, video, and/or computer
12 technology between the approved online LMS. In
13 this particular case right now, Canvas. Online
14 instruction occurs only within the approved LMS
15 and associated learning tools, publisher
16 courseware, such as MyMathLab.

17 DR. FILES: That part should be integrated
18 into the top part.

19 DR. SIMPSON: I believe that aligns with
20 the proposed additional wording and the
21 instructional faculty responsibilities, at
22 least once we get the wording right.

23 MS. SPENCER: What is this coming from,
24 like, the language? I mean, obviously, there's
25 a problem this is addressing. Is this

1 something you can elaborate on?

2 DR. SIMPSON: Yes, but we just want to
3 make sure -- I mean, there are examples. It's
4 not relevant here, but there are examples where
5 this happens. But the idea here is that, as,
6 indeed, the proposed workgroup language to the
7 instructional faculty responsibilities says
8 outright, that the instruction should happen
9 through the college's approved LMS instead of
10 faculty member's individual website that's
11 posted on campus or something like that.

12 MS. SPENCER: Along those lines, though, I
13 mean, thinking about faculty in the nursing
14 program or teaching, I know some of the science
15 faculty have websites, YouTube videos, and
16 things like that to support and build an online
17 learning community that extends beyond the
18 classroom and incorporates people within the
19 community and professionals in professional
20 organizations.

21 So, I mean, and that's pretty impressive,
22 and that's actually applauded in some places.
23 Right? Like, in the course, like, faculties
24 that do that are sometimes given kudos for
25 taking that initiative. Right?

1 I mean, the learning doesn't just happen
2 in the classroom in the seat, and it doesn't
3 just happen in the online classroom. I mean,
4 if you have faculty that are taking initiative
5 to expand the opportunities for students
6 outside the classroom, I'm not sure why that
7 would be prohibited.

8 DR. SIMPSON: Well, there is -- again,
9 we're open to wording, but the language in
10 there about approval by the supervising
11 administrator, we might be able to expand that,
12 depending on the examples you come up with.
13 But in terms of actual work that is done for a
14 class the student is graded on, we have to
15 ensure, among other things, FERPA regulations
16 are complied with. And if you have a faculty
17 member with their own personal website that is
18 part of that course and what a student is
19 graded on, that part should not be happening.

20 MS. SPENCER: What do you mean? Like, so
21 they have some support videos, here is how -- I
22 don't know. Something from biochemistry, here
23 is some additional support. Like, that's not
24 something you want to happen?

25 DR. SIMPSON: If it's part of what the

1 students are required to do in the course that
2 they're graded on, that they're assessed on,
3 that's part of their educational records, then
4 that should be happening within the college's
5 approved LMS because we have security --

6 MS. SPENCER: So why don't you just say,
7 like, that students can't be required to do any
8 work that's outside the --

9 DR. SIMPSON: We could entertain
10 alternative language.

11 MS. SPENCER: The way it's written here,
12 it says you can't, like -- faculty shall not
13 use external platforms or systems for
14 course-related online components. It seems
15 like -- I don't know. What if they -- I mean,
16 the examples I gave you, like nursing or
17 teaching or --

18 DR. FILES: I think I understand where
19 you're going with this. We just need to
20 clarify the language. I don't want say -- I
21 won't say.

22 DR. SIMPSON: I'm thinking of a few
23 examples I don't want to say either, but --

24 DR. FILES: Yeah. I think I understand
25 where you're going with it, but the way it

1 reads is not what you're intending it to be --

2 DR. SIMPSON: Okay.

3 DR. FILES: -- is the problem.

4 DR. SIMPSON: That's why we're open to
5 alternative wording.

6 DR. FILES: Okay. All right.

7 DR. SIMPSON: As long as we understand
8 where we're trying to go with this. Okay.

9 MR. LEVITT: So, those are all the
10 proposals we have today on 8 for you to look
11 at. We're not aware of other changes at this
12 point to 8 that we've reopened. I think you
13 reopened 8 too.

14 Do you have anything you can drop on us so
15 we can start looking at it?

16 DR. FILES: Let's see.

17 MR. LEVITT: We showed you ours.

18 DR. FILES: We do have some cleanup for
19 Article 8.2.

20 8.2, we had some cleanup at the initial
21 part of the article. We changed the wording
22 here for the number of working days to simplify
23 it to 160 faculty workdays. That had to do
24 with the change that we made to the
25 Thanksgiving holiday, because we took those

1 days, and they now come before the term. So
2 they couldn't be class session days, final
3 examination work, or advisement time. So, we
4 figured the best way to classify all working
5 days is we'll just call them workdays.

6 As we discussed previously, the college
7 and program commencement ceremony, we added
8 that language there. That faculty will do one
9 college or program graduation ceremony.

10 And then in the parenthetical down there,
11 "the total number of contract days during the
12 basic academic-year contract, excluding
13 state-approved holidays," we added the word
14 "and college." That should have been there all
15 along because we previously got Wednesday off
16 prior to Thanksgiving.

17 That Wednesday is not a state holiday by
18 classification. It is a college-approved
19 holiday. So, that word had to go. I don't
20 know how we've never had that in the CBA, but
21 it does need to be there.

22 When it came down to just some cleanup
23 down at the bottom, we referred to it as a
24 basic academic-year contract, and then we
25 talked about extended-year contracts. So, we

1 added the same parallel language there. We
2 renamed it extended academic-year contracts,
3 which then flowed to the next page, and we made
4 a few revisions on that page.

5 We did strike the counselors from Section
6 B. Under 2, program managers, we are
7 suggesting that the five extra days that are
8 listed in Article 14 now become part of the
9 program manager and discipline managers'
10 contract.

11 So those individuals, instead of just
12 working an extra five days, to make it
13 symmetrical, we are suggesting six days so that
14 all discipline managers and program managers
15 will receive an extended academic-year contract
16 of 171 days. The additional days will be one
17 day prior to and two days after each major
18 semester.

19 And then we struck the teaching part here,
20 which we need a point of clarification for. It
21 was our understanding that extended
22 academic-year contracts for, say, like, program
23 managers were not -- they were to deal with the
24 programmatic responsibilities, and it might not
25 necessarily involve teaching.

1 So, as it was worded, it seems as though
2 it has to involve teaching. So, to give you
3 the option that it doesn't need to include
4 teaching, we fleshed that out, and we drafted
5 Section C on the next page.

6 DR. SIMPSON: As we've talked more about
7 extended-year contracts and using them more,
8 that has been a point of confusion --

9 DR. FILES: Yes.

10 DR. SIMPSON: -- with administrator's
11 differing on how to interpret that.

12 DR. FILES: Yes. So we fleshed that out
13 into Section C, and we defined instructional
14 extended-year contracts. And that language
15 comes from the point to credit hours that are
16 required for a 16-week term.

17 So, therefore, in a 12-week term in the
18 summer, if that was the length of the
19 extended-annual contract, it would require 120
20 load points with seven and a half hours of
21 advising, eight weeks would be 80 load points
22 with five hours per week of advising, and then
23 six weeks would be 60 points with 3.75 hours of
24 advising. I know the .75 kind of looks a
25 little ugly, but it's proportional to the

1 16-week term.

2 DR. SIMPSON: The daily rate is the same
3 language as above?

4 DR. FILES: Correct.

5 DR. SIMPSON: Okay. Thank you. Can I
6 mull that over?

7 DR. FILES: So we had drafted language for
8 advisement as well. Ours is a little more --

9 DR. SIMPSON: This will be fun.

10 DR. FILES: -- a little bit more concise.

11 DR. SIMPSON: Thank you.

12 DR. FILES: So, under advisement, you had
13 added the language under the off-campus part.
14 You had added -- what was it? Schedule -- a
15 site location shall be noted.

16 We understood that the location is part of
17 the faculty schedule, so there should be a
18 location on the hours that are scheduled on
19 their schedule. So we didn't really think
20 about putting that on -- in the advisement
21 section, because if you look at the top, it
22 says, each faculty member shall publish and
23 maintain a total of 10 advisement hours per
24 week, et cetera, et cetera, over that.

25 We understood that the word "published"

1 meant that it's on their schedule, set times
2 with set location; but if we need to add
3 clarifying language, we can certainly look at
4 that.

5 Under B, "The remaining five hours of
6 advisement time may be scheduled virtually
7 off-campus at the faculty member's discretion,"
8 we added a qualifier there that -- just to
9 reiterate because we still have some faculty
10 that are confused on this.

11 "Faculty may schedule all 10 advising
12 hours face to face if they do not teach online
13 courses." So we wanted, again, to make it
14 explicitly clear that faculty are not required
15 to do online advising; they can do all 10 hours
16 in their physical office if that's what they
17 choose to do.

18 And then number 2 there, "Faculty who
19 schedule virtually advisement hours must do so
20 using a college-approved virtual meeting
21 program." So what you were saying, just a
22 little bit shorter.

23 DR. SIMPSON: I do tend to go on a little
24 bit.

25 DR. FILES: We left it open. Virtual

1 meeting program -- I guess a lot of us do use
2 Teams -- but I don't know if it's still
3 available; the Big Blue Button, I think it is,
4 in Canvas was an option. I don't know if
5 that's still an option.

6 DR. SIMPSON: Can I say -- Sharon, do you
7 want to ask Dayla if Big Blue Button in Canvas
8 is still available?

9 Trying to mouth the language, but it
10 wasn't working too well.

11 DR. FILES: We just didn't think we needed
12 to get too specific. We felt that virtual
13 meeting program was sufficient enough. It's
14 pretty much similar to what you had proposed.

15 And then we did -- again, we have some
16 clarification on part C for release time.
17 There's still a lot of people, faculty and
18 administrators, confused on that, going back to
19 how we redefined release time and the release
20 revising. So this is just defining what those
21 different release times entail.

22 30 points of release/reassignment will
23 schedule eight hours of advising time. Again,
24 if you're released from 30 points, you're
25 released from two hours of advising time.

1 So, for example, being a DM, if you have
2 30 points of release time, you're released from
3 two hours of advising, so your DM duties for
4 the week entail five hours. 60 points would
5 then be you schedule six hours of advising. If
6 you have 90 points of release, you schedule
7 four hours of advising.

8 Do you want us to deep going?

9 MR. LEVITT: Yep. Might as well give it
10 to us.

11 DR. FILES: Our next is 8.4. This is a
12 clarification for -- it's really on the second
13 page. On the second page, under -- this is
14 8.4.A.2.C, dealing with SAIL notifications.
15 The problem came up as to implementation and
16 the timeline, et cetera. It wasn't quite
17 clear.

18 So we added at the end of that statement,
19 "Accommodations will implemented with within
20 four business days, measured from the date the
21 faculty member received the SAIL notification."

22 DR. SIMPSON: I may need to run that past
23 some of our SAIL people.

24 DR. FILES: Correct.

25 DR. SIMPSON: I just want to make sure we

1 don't get ourselves in any kind of trouble with
2 that.

3 MR. LEVITT: Do you have the expectation
4 now or they -- it's just not in writing or --

5 DR. FILES: It's not clear what the
6 expectation is.

7 MS. LESLIE: It's not clear.

8 DR. FILES: It's just that faculty will
9 respond to SAIL notifications or acknowledge
10 within two days within the system, but when do
11 the -- when do you implement those
12 accommodations is the question. It's not clear
13 as to when the implementation takes place. So,
14 we want that in writing so that faculty know
15 exactly when those implementations need to take
16 place.

17 DR. SIMPSON: The SAIL has different
18 guidance for us, depending upon applicable law.
19 We can come back and discuss that.

20 DR. FILES: Right. Yeah. We just want
21 the timeline in the CBA so faculty know what
22 their expectations are.

23 We can TA this one. We don't need to
24 discuss it.

25 Article 8.6, the removal of counsel or

1 faculty from the bargaining unit.

2 We have one more. Our last one here is
3 8.20. 8.20, "Discipline Managers, Program
4 Managers, Performing Arts Coordinators, and
5 Clinical Coordinators." This just deals with
6 the clarification on timeline for selecting
7 these particular positions and what happens
8 when a vacancy occurs, because we ran into that
9 last semester.

10 DR. SIMPSON: Exactly.

11 DR. FILES: So this clarifies how we
12 handle vacancies and fill in vacancies.

13 So, to clarify the language, "All
14 positions that are vacant or that will become
15 vacant due to the expiration of a three-year
16 term will be posted internally by the CAO no
17 earlier than October 15th via college email and
18 will remain open until 5 p.m. on October 30th.

19 "The CAO will send a collegewide
20 announcement with the applicant's name no later
21 than November 1st for faculty feedback, which
22 will be directed to the supervising
23 administrator responsible for the position.

24 "The supervising administrator will select
25 the successful candidate from those who

1 applied."

2 We struck the three applicants because
3 that implies if you don't get three applicants,
4 what do you do? So we specified that whoever
5 applies, that's who gets selected from.

6 "The supervising administrator will select
7 the successful candidate from those who
8 applied. The CAO will send a college
9 announcement of all new and returning managers
10 and coordinators for the next academic year by
11 the end of the first week of the spring term."

12 Then skipping the next paragraph, "If the
13 new position is created, a faculty member is
14 unable to complete their term of duty, or is
15 removed from the position, the supervising
16 administrator may make a temporary appointment
17 for the remainder of the academic year the
18 vacancy occurs.

19 "The CAO will post the notice of the
20 vacancy internally via college email, and the
21 regular application process shall be followed
22 during the semester in which the vacancy
23 occurs. The candidate selected will begin
24 their full three-year term the next academic
25 year."

1 So, for example, if the vacancy occurs in
2 the fall, you announce the position in the
3 fall, you go through the selection process, and
4 then the new candidate would then start the
5 following fall. So whoever -- if you have a
6 temporary appointment in the fall, that person
7 would continue until the end of the academic
8 year.

9 So if you have a position that becomes
10 vacant in the spring, you would go through,
11 post the vacancy, say, hey, this position is
12 open, we need to fill it, we go through the
13 process. In the meantime, you can appoint a
14 temporary appointment for that spring semester
15 only because it would end at the end of that
16 academic year. You can leave it vacant, or you
17 would obviously want to appoint somebody to it,
18 even if it's just for a month; so that is what
19 the intent of that language is.

20 Are we ready to caucus?

21 MR. LEVITT: Let me ask this question:
22 The answer may be yes. What do we have to
23 caucus? Is there anything we can caucus about
24 and resolve at the end of a caucus?

25 There's homework. People are still

1 looking at it. I don't want to -- it's not me.
2 I don't think it's valuable to anyone to caucus
3 until 5, which is 30 minutes or so, and --

4 DR. FILES: You wanted to discuss a few
5 things out of Appendix H. There was a few
6 things to caucus on there. And then we want to
7 look at the language that you gave us, and
8 we'll reply to that before we leave today.

9 MR. LEVITT: All right. Then let's take a
10 caucus. 20 minutes, maybe?

11 DR. SIMPSON: Mark, can I add one thing?

12 MR. LEVITT: Yes.

13 DR. SIMPSON: It's an answer to our
14 question from academic technology, so -- which
15 would be helpful going into the caucus. Give
16 me a second.

17 Okay. So, from our academic tech
18 director, Dayla Nolis, the reply to the
19 question about OCDD Plus using
20 course-completion data is that it's a six-week
21 course. The average completion ranges -- or
22 completion time ranges from 20 to 25 hours. So
23 we could do the math on that with the proposed
24 system that actually is -- again, I was
25 thinking would be a pretty extensive time

1 investment, and the math here proved that it
2 is.

3 And then the Big Blue Button is still
4 available in Canvas. It's the free version,
5 which means the medium recordings are only
6 available for seven days and cannot be
7 downloaded. Only 10 concurrent sessions can
8 run collegewide. This is why we focus on
9 faculty using Teams.

10 DR. FILES: Sounds good. So let's shoot
11 to return at 1645.

12 MR. LEVITT: That's fine.

13 DR. FILES: I'm sorry. 4:45.

14 (A caucus was had from 4:21 p.m. to 4:53
15 p.m.)

16 DR. FILES: So we'll start off with
17 Article 8, your language that you gave us for
18 scheduling advisement hours. So you proposed
19 to add "the site location shall be noted on the
20 faculty member's schedule." If you look at the
21 entire article, so number 2 in advisement
22 hours, it already states "the availability and
23 location of advisement hours shall be published
24 on the course syllabus and the faculty
25 schedule." So I don't think we need to add

1 that extra language to number 1.

2 DR. GOTHARD: Number 3.

3 DR. FILES: Well, number 1, because it's
4 already in the contract in number 2 above. And
5 then for part B, we liked our language, concise
6 and to the point. The intent is the same; just
7 ours was more succinct.

8 MR. LEVITT: We looked at that. I think
9 it says the same thing, so we can go with your
10 language on that.

11 DR. FILES: And then we had one additional
12 under C: the fleshing out of what release time
13 means.

14 MR. LEVITT: We could probably sign yours.

15 DR. FILES: Then we come to Article 8.4.
16 One second. Let me find my copies. One
17 second. I need to find what I did with 8.4.

18 This is 8.4. This is the complete page
19 from the CBA. You all had provided us with a
20 snippet, which is what threw me off.

21 So, you had asked about adding for the
22 duration of the semester the syllabus thing.
23 We're fine with that. I penciled it in there.

24 And then you had proposed adding to G. We
25 said, how about we break it up instead? Again,

1 we made the language a little bit more concise.
2 So, we're proposing all grades used in the
3 calculation of the final course grade must be
4 posted in the LMS as a standalone item. And
5 then G, currently, would become H, submit final
6 grades, et cetera. So, same intention of what
7 you had.

8 DR. SIMPSON: Yeah. It is more concise,
9 but yes, it's the same thing. You should be an
10 editor, Dustin.

11 DR. FILES: Do you want to add a qualifier
12 at the end of the sentence, the same that we
13 put for syllabus? So all grades used in the
14 calculation of the final course grade must be
15 posted in the LMS for the duration of a
16 semester.

17 DR. SIMPSON: Yes.

18 MS. LESLIE: Yes.

19 DR. FILES: So we'll add that to the end.
20 Are we good with that?

21 Sandy, do you have a question?

22 DR. HANDFIELD: I thought we were checking
23 on C, confirming with SAIL.

24 DR. FILES: Yes. So we can't TA this. We
25 can TA the language that we have here, but not

1 the SAIL language; we'll just specify that
2 we're not TAing.

3 DR. SIMPSON: I did not have time during
4 our break or caucus to call in (inaudible), but
5 I will do that.

6 MS. LESLIE: Could you perhaps have that
7 ready by the 18th when we see you all next week
8 so we could discuss that before the April
9 session?

10 DR. SIMPSON: Yes. Yes.

11 MS. LESLIE: Okay. That would be
12 wonderful.

13 DR. GOTHARD: We won't be discussing the
14 language of the contract. We'll just be
15 discussing what the rules are.

16 DR. SIMPSON: I'll just provide you an
17 answer.

18 MS. LESLIE: Right. So, the CBA matches
19 what the federal government says.

20 DR. SIMPSON: Let me write this down so I
21 don't forget to do it.

22 DR. FILES: 8.8 language that you gave us,
23 we're holding off on that because Darla has
24 some homework to do for us. So we'll revisit
25 that at the next session.

1 8.10, we drafted some language, so we
2 crossed through what you provided. We all
3 agreed that we understood what was intended by
4 the language, but how it was drafted did not
5 read that way. So we revised it to read,
6 "Faculty cannot require students to use
7 non-approved external platforms to complete and
8 submit final grades." I missed a word.
9 Non-discipline.

10 MS. LESLIE: Non-disciplined approved.

11 DR. FILES: Non-disciplined approved.
12 That doesn't make sense. Not approved by the
13 discipline. Faculty cannot require students to
14 use non-approved -- no. Not approved by the
15 discipline. No, that doesn't make sense.

16 DR. GOTHARD: External platforms not
17 approved by the discipline. He's going to try
18 it again.

19 DR. FILES: I'm getting there. Faculty
20 cannot require students to use external
21 platforms not approved by the discipline to
22 complete and submit graded assignments.

23 MS. FERGUSON: By George, I think we've
24 got it.

25 MS. LESLIE: That was the intent of your

1 statement as well?

2 DR. FILES: That was the intent of your
3 statement?

4 DR. SIMPSON: Well, it is, I think, but
5 just a couple clarifying questions, though. Is
6 that to be used in both places, in A and E?

7 DR. FILES: Yes. Actually, I don't think
8 we need it under E -- actually, we do. We need
9 it under E as well.

10 DR. SIMPSON: So the exiting language
11 under Eastern Florida Online, so the proposed
12 addition, scratch that beginning with online
13 instruction, and then add the same statement.

14 DR. FILES: Correct. Let's do this: How
15 about we type it up, and we'll look at it.
16 Let's not TA this today.

17 DR. SIMPSON: And I just had another
18 question for you about shall or may. Did you
19 discuss that part? Because we proposed
20 changing it from may to shall use or shall
21 employ.

22 MR. LEVITT: Yeah. They need shall. I
23 think it needs to be shall.

24 DR. GOTHARD: I have a question --

25 DR. FILES: I would say, if we're going to

1 change it to "shall," let's look at this
2 because I don't know -- I have to look at the
3 grammar. I would say something about the
4 "and/or" statement needs to be looked at as
5 well because we don't want to say that faculty
6 have to do all of those. They have to do some
7 type of form of those is what you're getting
8 at; correct?

9 DR. SIMPSON: Yes. Oh, I see. It's a
10 grammar question.

11 MR. LEVITT: It does say and/or.

12 DR. SIMPSON: I get the dilemma here by
13 putting "shall." Because what you're focusing
14 on if you put "shall" there, then you have to
15 use all of that.

16 MS. LESLIE: Correct.

17 DR. FILES: Correct. I think we just need
18 to wordsmith to get it to what we intend it to
19 be. So let's look at us trying to revise that.
20 I think we're all on the same page as to what
21 we want. We just have to figure out what the
22 language should look like. So, let's revise
23 that, and we'll revisit it at the next session.

24 MR. LEVITT: It does say "and/or." So it
25 doesn't necessarily imply you have to use all

1 of it, but you have to use at least one of
2 them. If you say "may," then they could say,
3 I'm not going to do it. They're not required
4 to do it, so they can do something else. So it
5 does need to be shall, but shall use one of
6 these or something, one or all.

7 DR. SIMPSON: Hence, the wordsmithing.

8 DR. FILES: We'll wordsmith it and bring
9 it back.

10 DR. SIMPSON: Yeah, I agree.

11 DR. FILES: So did you discuss any of the
12 language we gave you?

13 DR. SIMPSON: We did.

14 MR. LEVITT: Didn't we just cover those?
15 We merged what you gave us --

16 DR. SIMPSON: Some we did; some we didn't.
17 8.2 I don't think we've discussed yet.

18 MR. LEVITT: 8.2 we're not ready to sign
19 off on, but I think we're in general agreement
20 with what you're trying to say. It does need
21 some potential wordsmithing.

22 One of the problems at the beginning, the
23 one college of program graduation is --
24 obviously, you're talking about people who
25 have -- you know, it's not the big college

1 graduation; it's the program graduation.

2 MS. LESLIE: Yeah. Let me give you an
3 example. Nurses have a pinning ceremony. So a
4 nursing faculty member does not necessarily
5 need to attend the at-large graduation if they
6 are attending their pinning ceremony for their
7 program's graduation.

8 MR. LEVITT: One of our concerns, though,
9 is those same students may be graduating, not
10 just getting pinned; they may be getting their
11 degree.

12 MS. LESLIE: But pinned means they are
13 graduating. So that is a smaller ceremony
14 exclusive to the nursing program.

15 MR. LEVITT: So no one there would go to
16 the main program?

17 MS. LESLIE: They perhaps could.

18 MR. LEVITT: I mean, not to visit. But no
19 one would be graduating at the main program
20 separate from the pinning. And maybe nursing
21 that way, but, I mean, if you're getting your
22 paramedic certification or something, you may
23 be getting certified as a paramedic. That
24 doesn't mean you met the requirements to
25 graduate from the college, because that's a

1 separate --

2 DR. FILES: We're not talking about that.
3 We're talking about the requirements for what
4 the faculty must do for their contract.

5 So we're saying currently the faculty have
6 to attend a graduation ceremony. So that
7 graduation ceremony should either be the
8 collegewide ceremony or the ceremony within
9 their program, not both.

10 MR. LEVITT: And we're having some trouble
11 with that, so we need to talk about it and work
12 through that. Because what I'm saying, the
13 same student may have their program graduation
14 but also go to the main graduation, and we
15 think people from the program should support
16 them at the main graduation also.

17 MS. LESLIE: Then that's not equitable.

18 DR. FILES: They could make them optional.
19 They could go to both optionally. But me, as
20 an AA faculty member, I don't belong to a
21 program. So I don't have the opportunity or
22 the requirement to attend two graduation
23 ceremonies. That's the in-equitability that
24 we're trying to address here.

25 DR. SIMPSON: Can I add another nuance to

1 that, which is if we just go with the program
2 examples, pinning ceremony, for example, or
3 fire science, EMS, EMS has multiple ceremonies
4 per year. Multiple. And they're required to
5 go to every one of those pinning ceremonies.

6 So, if we go to this language, somebody
7 could say, this just says I have to go to one.
8 So then they would not go to any more than one
9 pinning ceremony. I think that's kind of a
10 nuance here we have to figure out how to
11 wordsmith as well.

12 DR. FILES: Maybe you can discuss it with
13 the supervisors of those programs and see if
14 there's, say, for example, a couple of faculty
15 that can go to one, couple to the second,
16 couple to the third, et cetera, so that there's
17 representation at each ceremony.

18 DR. HANDFIELD: The concern that you may
19 have in that nursing would be different because
20 you have multiple faculty, but say, like, fire
21 science, you're, like, one or two faculty deep.
22 EMS is going to be the same way, so they are at
23 every one.

24 DR. SIMPSON: So I think our concern is --
25 and I know where you're coming from on this.

1 But I think our concern is on the program side
2 of this with, multiple ceremonies, this could
3 provide -- and again, I know our faculty in the
4 programs. Most of them would go anyways. It's
5 not that I'm saying they wouldn't.

6 But they could, under this language,
7 decide, I'm only going to one, and the
8 supervisor couldn't say anything about it if
9 the proposed language goes through as is.

10 DR. FILES: Do you know when those program
11 graduation or pinning ceremonies, et cetera --
12 are they during the regular semester, or are
13 they after the semester ends, like graduation?

14 DR. SIMPSON: If you look at it that way,
15 they could be -- they typically are before a
16 big graduation for the entire college, but
17 they're throughout the year. Like, EMS, I get
18 invites to go, like, every three months or
19 something like that.

20 DR. HANDFIELD: There's another one coming
21 up next week, like the dental program, so
22 they're across the board.

23 DR. FILES: Let's think about it.

24 MR. LEVITT: Yes, we need to think about
25 it, talk about it. Also, on the next page, the

1 next part, we're looking at that one you -- one
2 of the details, you say one day prior and two
3 days after. I think we were thinking the
4 opposite. Two days prior and one day after
5 because there's more work to maybe be done to
6 get the course ready.

7 DR. FILES: That's not possible. So, for
8 fall, example, we come back on Wednesday now.
9 So if you bring them back two days prior, there
10 could be conflicts with that Monday being
11 grades due for summer.

12 So, would you want any discipline or
13 program manager working on the day when they're
14 submitting grades for their summer courses?
15 That's why we specified the one day before and
16 then the two days after. Because in fall
17 semester, technically, you have two days after,
18 you could use those for the spring as well,
19 preparing for spring semester. So, you'd have,
20 technically, like, three days in between fall
21 and spring that the faculty member would be
22 working.

23 DR. SIMPSON: And maybe I just need to
24 understand the thinking here. So if it's one
25 day before -- I was thinking specifically a

1 Tuesday specified elsewhere in the contract
2 being the cancelation for low enrollment day
3 where we need the PMs and DMs -- that's your
4 one day because now we're moving to Wednesdays.

5 DR. FILES: Correct. Correct. And that's
6 why we said one day, because that's really
7 when -- the day they would need to be there
8 with their supervising administrator.

9 DR. SIMPSON: Okay. Well, we're thinking
10 through the wording on the college graduation
11 par of it anyways.

12 MR. LEVITT: So, I'll hold on this, and
13 we'll think about it, how to adjust that.

14 Also, one other thought to share with you:
15 We've got to figure it out too. We're thinking
16 this might apply to the PMs, but -- right?

17 DR. SIMPSON: Yeah. That's correct.

18 MR. LEVITT: The PMs, but maybe not all
19 DMs. So maybe we want to think about or maybe
20 select DMs. So we would determine which DMs
21 have the work, blah, blah, blah, blah, blah,
22 that they should have this. Some disciplines
23 may require the extra day; some may not.

24 Though, we think all the program managers
25 would. Have to look at it, think about that,

1 and wordsmith that a little bit.

2 DR. FILES: So just remember that we're --
3 this is taking place over the five extra days
4 that are currently outlined in Article 14. So
5 in Article 14, DMs and PMs have those five
6 extra days added to. We would remove that
7 language from Article 14.

8 So that's the note that is included on
9 that document. So we're replacing those five
10 days that are in Article 14 with six days and
11 moving that language to Article 8, just to
12 clarify.

13 DR. SIMPSON: We'll consider that. Thank
14 you.

15 DR. FILES: Did you have any comments on
16 page 53?

17 MR. LEVITT: 53, I don't see 53.

18 DR. FILES: That was the continuation of
19 Article 8.2.

20 DR. SIMPSON: No questions.

21 MR. LEVITT: 8.20, page 81 and 2. We're
22 actually okay with this too, and we can TA this
23 also.

24 DR. FILES: March 11. Do we have anything
25 else?

1 DR. SIMPSON: I think that's everything
2 for 8 except for homework and wordsmithing.

3 DR. FILES: Hold on. I have some more
4 homework to give you. Hold on. I have to find
5 my notes.

6 DR. SIMPSON: Sandy doesn't mind.

7 MS. LESLIE: We are the math department,
8 so you know.

9 DR. FILES: We would like some
10 data-gathering on a course modality that we
11 think are being used right now that are not
12 within the CBA. Where are stacked classes
13 happening, and how are they being handled
14 currently, and how many of them are being used
15 right now?

16 I would like you to go back five years.
17 So when I say stacked classes, I'm referring to
18 the same section offered at the same time of
19 the same faculty member. So two CRNs taught at
20 the same time block.

21 DR. HANDFIELD: You're saying that they're
22 getting paid for two classes at the same time?

23 DR. FILES: That's what we're asking.

24 DR. HANDFIELD: Okay. That's what you
25 want to know.

1 DR. GOTHARD: Not just paid. We just want
2 to know if that's being done at all.

3 DR. SIMPSON: Okay.

4 DR. FILES: So if it is happening, how
5 many are happening, and how is the faculty
6 member being compensated? I think that's it
7 for today.

8 MR. LEVITT: Do we have another session?

9 DR. FILES: It's Tuesday, the 18th.
10 April 18th. Let me make sure. No. That's not
11 correct. April 21st; right?

12 MS. GINN: Yes.

13 DR. FILES: 2:30 to 6 p.m. is the
14 schedule. Thank you everybody who attended
15 online. We appreciate you being here.

16 (These proceedings were concluded at 5:25 p.m.)

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REPORTER'S CERTIFICATE

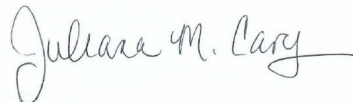
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COUNTY OF BREVARD :

I, Juliana M. Cary, Stenographic Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 28th day of March, 2026.



Juliana M. Cary