

# PALM BEACH STATE COLLEGE

## REVISED DISTRICT BOARD OF TRUSTEES MEETING Board Workshop Minutes of October 10, 2016 – 3:00 p.m. Multi-Media Board Room (CE 129), Lake Worth, Florida

(Revised as to deletion of “administrative code” and insertion of “BOE Rule,” last paragraph, page 1)

Attendees	Title	Status
<b><i>District Board of Trustees</i></b>		
Wendy S. Link, Esq.	Chairperson	
Charles K. Cross, Jr.	Vice Chairperson	
William Berger, Esq.	Trustee	
John W. Dowd, III	Trustee	
Carolyn L. Williams	Trustee	via phone
David Hernandez	Student Trustee	absent
<b><i>Cabinet Members</i></b>		
Ava L. Parker, J.D.	President	
Kevin Fernander, Esq.	General Counsel	
<b><i>Consultant</i></b>		
Pete Sampo	Labor & Employment Law Counsel, Palm Beach State College	

### **Meeting Call to Order and Pledge of Allegiance by Chairperson**

Chairperson Cross called the meeting to order at 3:10 p.m. and Trustee Dowd led the Pledge of Allegiance.

### **Opening Remarks**

President Parker introduced Pete Sampo, Labor & Employment Law Counsel, and explained that he will provide an update on the legislative changes for renewing continuing contracts so that the Board is aware of the process in preparation for the review of upcoming faculty petitions for continuing contracts.

### **Update on Collective Bargaining Agreement Process with Emphasis on Continuing Contracts**

Pete Sampo delivered a presentation on Continuing Contracts which included the following:

- Explanation and history of continuing contracts
- History and changes to the Florida Board of Education (BOE) Rule 6A-14.0411
- Collective Bargaining Agreement between PBSC and United Faculty of Florida
- Explanation of the College’s process, based on the BOE Rule, for recommending continuing contracts to the Board for appropriate action
- Misconception that continuing contracts cannot be terminated

Board discussion occurred, and Pete Sampo, Kevin Fernander and Dr. Roger Yohe addressed the Board’s questions. Mr. Sampo’s presentation is attached.

Pete Sampo reviewed the changes in the ~~administrative code~~ **BOE Rule** for continuing contracts and the College’s continuing contract application process. Mr. Sampo noted that faculty seeking a continuing contract will have to prepare a portfolio, the contents of which are prescribed in the continuing contracts application procedures. The portfolio is reviewed by the campus committee and this committee will also interview each applicant and observe a teaching demonstration. The campus committee will recommend suitable applicants to the college-wide committee for further consideration. The college-wide committee will recommend suitable candidates to the Vice President of Academic Affairs who will review the information and submit recommendations to the President. The President will then make the final recommendation to the District Board of Trustees (DBOT). A discussion was had on the President’s discretion on making recommendations to the DBOT ranging from continuing contracts, multi-year contracts or short-term contracts.

**Collective Bargaining Agreements**

President Parker asked Mr. Sampo to provide an overview of the College's process for the collective bargaining negotiations for the upcoming year as the current three year contract will expire in 2017.

Mr. Sampo explained the process for negotiating an agreement with the bargaining unit.

**Update on Solar Charging Stations**

President Parker asked Kevin Fernander to provide an update on the intellectual property rights for the solar charging stations.

Kevin Fernander explained that the idea of the solar charging stations is not patentable because it is already in the public domain. The College can benefit from a marketing perspective but not as an exclusive developer. Mr. Fernander gave a few examples of the benefits of using the charging stations from a marketing perspective.

Mr. Fernander further explained that under the existing collective bargaining agreement the intellectual property is owned primarily by the faculty member who developed the idea with some limited rights to students. The College does not have an ownership interest in the new idea.

Board discussion occurred.

**Adjournment**

Meeting adjourned at 4:58 p.m.

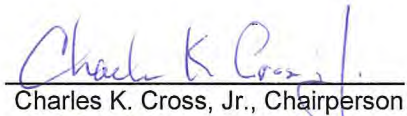
Motion to adjourn.

Moved by: Trustee Link

Seconded by: Trustee Dowd

**Approved: Unanimous**

Attest:

  
Charles K. Cross, Jr., Chairperson

  
Ava L. Parker, J.D., President

# Palm Beach State College

## **Continuing Contracts**

October 10, 2016

### 1. What is it?

- An automatically renewing employment contract that cannot be terminated without cause and without due process
- Otherwise known as tenure
- Early examples in 1700's in European universities
- Up to 1940 sporadic practice in American universities
- By 1973 nearly universally accepted practice in American universities

## 2. Tenure advocates

- Academic Freedom
- Economic security for faculty
- Recognition of faculty value
- Recruitment and retention of faculty

## 3. Tenure critics

- Academic Freedom protected by network of laws enacted since 1960's
- "job for life" is no longer a reality in the U.S. workforce
- Can foster complacency
- Compromises the university's ability to dismiss low performers and adapt to educational needs.

## 4. Florida Board of Education Rule 6A-14.0411

- Incorporates the concept of tenure in continuing contracts for faculty
- Provides legal framework for the issuance and termination of continuing contracts
  - Unique to Faculty
- Development of the Rule since 1974 reflects the ongoing discussion regarding tenure
- 1974 version was the most expansive version
  - 3-years of service
  - Recommendation by President, approval by Board of Trustees
  - Terminate only for 7 “deadly sins”
- 2004 version contracted concept of appointment for life
  - Eliminated 7 “deadly sins” in favor of broad term “cause”
  - Terminate with notice and a hearing before the Board of Trustees

- 2013 – current – version contracted further
  - 5-years of service, recommendation, approval
  - Mandatory criteria
  - Options for multi-year contracts, annual, monthly alternatives
  - Post award review required
  - Termination
    - ❖ Failure to meet post-award criteria
    - ❖ Cause
    - ❖ Consolidation, reduction, elimination of a program (streamlined process)



## 5. Collective Bargaining Agreement

- PBSC awards continuing contracts and other contracts per BOE Rules
  - UFF/PBSC litigation
- PBSC has discretion to determine the number of faculty who get continuing contract, multi-year, or other contracts

## 6. PBSC process for continuing contract recommendations follows the BOE Rule

- Eligible and interested faculty assemble a portfolio addressing the mandatory criteria of the BOE Rule
- Campus Committee (Provost, Academic Dean, Associate Dean, 2 Faculty)
  - Review portfolio
  - Interview
  - Teaching demonstration
  - Recommends to College-wide Committee
- College-wide Committee (5 Academic Deans, 2 Provosts, 4 Faculty, VPAA)
  - Same process for those recommended
  - Point of appeal for those not recommended
  - Recommends to VPAA

- VPAA recommends to President
  - Continuing contract
  - Annual or multi-year contract
  - Termination
  
- President recommends to Board
  
- Board takes action deemed appropriate on President's recommendation

## 7. Considerations

- Faculty eligible twice only
  
- Termination is not automatic if continuing contract denied
  - Multi-year (3-years)
  - Annual  
(No difference during the contract term)
  
- Continuing contracts can be terminated
  - President recommendation for cause and notice to faculty member
  - Hearing before member of the BOT or DOAH Hearing Officer
  - Recommendation to Board of Trustees
  
- Board of Trustees makes the decision
  - Hearing Officer's fact finding is generally binding
  - Hearing Officer's conclusion is not
  - Appeal right very limited
  - Process streamlined for termination due to program elimination, etc.

## 8. Questions