
EASTERN FLORIDA STATE COLLEGE

AND

UNITED FACULTY OF FLORIDA NEGOTIATIONS

MEETING

TRANSCRIPT OF MEETING

DATE TAKEN: Monday, March 5, 2018
TIME: 3:30 p.m.
PLACE: Eastern Florida State College
Melbourne Campus
Building 8, Room 231
3865 North Wickham Road
Melbourne, Florida 32935
REPORTED BY: Lisa A. Bradshaw

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A P P E A R A N C E S :

EASTERN FLORIDA STATE COLLEGE:

- Sharon Cronk-Raby
- Dr. Sandy Handfield
- Dr. Linda Miedema
- Darla Ferguson

UNITED FACULTY OF FLORIDA:

- Dr. Katina Gothard
- Lynn Spencer
- Robin Boggs
- Andrew Lieb
- Harold Zacks

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P R O C E E D I N G S

DR. MIEDEMA: All right. Let's go ahead and get started.

MR. LIEB: Okay.

DR. MIEDEMA: And we have the language, the suggestions that came from Andrew Lieb for consideration and we didn't -- I do have some questions as we go about looking at this.

So let me pull up my questions.

I did not have a chance to get these out until today, so.

MR. LIEB: It's okay.

DR. MIEDEMA: Let's take them one by one, if that's okay with you?

MR. LIEB: Sure.

DR. MIEDEMA: On 3.33, Pilot Courses, I just had a couple of questions on that and that is:
1) What if there's a disagreement in the cluster? Is there an option for an appeal, or due process, or does it just die there?

And what is the time line for approval or disapproval? If it's a pilot course, we don't want it to be lasting forever before we get an answer one way or the other.

1 MR. LIEB: That makes sense.

2 DR. MIEDEMA: Okay?

3 MR. LIEB: I would think that with a
4 disagreement within the cluster, that, I don't
5 think it's out of line if we want to create an
6 appeal process. If it's something that you-all on
7 the administration side don't want to worry or have
8 to deal with, we can let it die in the cluster as
9 well.

10 Because, I mean, frankly, they need to learn
11 how to get along and behave like professionals
12 within the same, you know, cluster. Even if they
13 don't agree, they need to find how to work around
14 it. And that's where the whole point of a pilot is
15 to allow different things to happen.

16 At least the cluster, I would hope, would be
17 open enough to allow things that, at least, have a
18 reasonable basis for, you know, the way that they
19 put it together.

20 DR. MIEDEMA: And some of the other --

21 MR. LIEB: In the time line, though, I would
22 think, would be good, absolutely.

23 DR. MIEDEMA: Well, and in some of the other
24 language that you said, you said a 51 percent vote,
25 or something like that, maybe just something that

1 closes the loop on that one.

2 MR. LIEB: Okay.

3 DR. MIEDEMA: I don't think we have a strong
4 feeling whether or not we become the arbitrator,
5 but just that there is a resolution to that
6 question.

7 MR. LIEB: Okay.

8 DR. MIEDEMA: And the next one, which was
9 12.3.E, Short-Term Online Faculty Assignment.

10 This is going to take a little more discussion
11 simply because how does this impact FMLA,
12 short-term benefits, long-term benefits, sick pool,
13 and what defines fair and equitable. So this one,
14 I think, we, you know, will need a little more
15 discussion on.

16 MR. LIEB: Absolutely.

17 DR. MIEDEMA: And then, revisions 3.14, which
18 is Department Chairperson.

19 All that was added there was a referral to
20 Article 8.16, so that's no problem at all.

21 I'm looking at my team to make sure I'm not
22 missing anything.

23 6.17, Legal Assistance; I don't have an issue
24 with adding that but I did have a question about
25 it, which is, why is there a need to add language

1 when we already said that if the faculty member is
2 justifiable and it occurred in the course of their
3 employment, they are covered by the college.

4 I just needed a little clarification.

5 MR. LIEB: I think the reason that we're
6 looking to add it, in large part, was because when
7 this was first written, we didn't have these large
8 ADA concerns.

9 Which I know, as we go through the you-do-it
10 process in evaluating course shells, the online
11 with the WAC2.0, all that fun stuff, that they
12 wanted a little bit of reassurance, if you will.

13 I mean, as I've told them, the language
14 already, kind of, implies that you're going to have
15 this. This is, and I tried to base it off the
16 e-mail that you sent out, I don't know, a couple of
17 months ago I think it was, at this point, to where
18 it clarifies for those people that are being a
19 little more nervous Nellies that, yes, the college,
20 as long as you're making reasonable efforts, and
21 that's the key that they're, if they're not,
22 frankly, we don't think the administration or the
23 college should have to defend them.

24 If they're intentionally trying to flout the
25 law, we should not have to go down that, you know,

1 legal road and say, yeah; we're going to protect
2 you because you didn't do what we asked. That
3 doesn't make sense.

4 DR. MIEDEMA: That's what I assume; I just
5 want to make sure.

6 And ADA refers to the most recent law, which
7 is the accomodability in the classrooms?

8 The 508 compliance is actually the online
9 accessibility, so I don't know if you want to leave
10 it as just ADA or accommodations?

11 MR. LIEB: I think we can go, pretty, much,
12 either way. It's --

13 DR. MIEDEMA: I think, if they're looking for
14 that assurance that we are not going to be
15 vindictive on the online accessibility, which is
16 the project at hand, that we should say student
17 accommodations.

18 MR. LIEB: For student accommodation issues?

19 DR. MIEDEMA: Yes, sir.

20 MR. LIEB: Okay. I think that would probably
21 be a little more encompassing, so that makes sense.

22 DR. MIEDEMA: With that, I'm okay with that
23 one.

24 MR. LIEB: Okay. I'll make those changes and
25 send them back out.

1 DR. MIEDEMA: And 7.4, Scheduling.

2 The question I have with this is how is it
3 expected to notify faculty of teaching
4 opportunities on other campuses?

5 And if we're going to do it based on priority
6 for scheduling assignments, who reviews those from
7 other campuses?

8 MR. LIEB: I'll be honest, I do not know, at
9 this point, because all I added was that last
10 sentence, "the courses shall be assigned according
11 to 8.3 to create the internal preference."

12 But I can dig more into it and see, I agree, I
13 mean, I think the intent originally was, okay. If
14 you're on the Palm Bay campus, the Palm Bay
15 department chair will sort it out, which is what
16 8.3 really goes into more detail with, which will
17 give how that happens instead of saying, well, you
18 know Andrew has one in Titusville and in Palm Bay,
19 why can't I do that. God forbid anybody ever do
20 that, but --

21 DR. MIEDEMA: You want to drive from one end
22 of the county to the other? I don't have a problem
23 with that.

24 MR. LIEB: -- so, yeah, I can look into it and
25 see.

1 DR. MIEDEMA: The reason I ask that is that
2 7.4 has been there for a long time.

3 MR. LIEB: Yes.

4 DR. MIEDEMA: But we have never really
5 operationalized how we do that. And since it's
6 being brought up for discussion now, now might be
7 the time to take a look at that.

8 MR. LIEB: Specifically, what's is the
9 process/procedures for college-wide course
10 offerings?

11 DR. MIEDEMA: And a time line.

12 MR. LIEB: And a time line?

13 DR. MIEDEMA: Because, if we have to post this
14 for two weeks and it's two weeks before the start
15 of a semester, which is when these additional
16 classes are often added, do we not schedule
17 students into that class until we have an answer
18 the this? How are we in delaying and what is the
19 process?

20 MR. LIEB: Okay. No, I think that's some fair
21 questions that we can, I think, that both sides can
22 dig into and see what we think needs to be there.

23 As far as the process/procedures, I think, as
24 long as we, maybe, kind of mirror what we're doing
25 now to where if there's a class that comes

1 available in Cocoa or Titusville, one I'm teaching
2 in Palm Bay, maybe I don't really need to receive
3 that notification.

4 That would make sense to me, but I've got to
5 run that by everybody else and see what they think.

6 DR. MIEDEMA: And maybe that's what we need to
7 see in there, is we don't have to necessarily put
8 it in 7.4, we can put it Article 8.3 and say --

9 MR. LIEB: 8.3.

10 DR. MIEDEMA: -- first it's offered to the
11 campus, then the DC would post it.

12 MR. LIEB: And if nobody else, then -- yeah.
13 I think -- I don't even know if they have to post
14 the class being available, because they're going to
15 send it out to their, according to, you know, the
16 full-time, the tenure, the continuing contract, and
17 the annuals, then the adjuncts, and once they're
18 out and they're tapped in and they still have the
19 course available, I would hope they would reach out
20 to the other campus department chairs to see whose
21 adjuncts and what full-timers might want -- we
22 could probably put some --

23 DR. MIEDEMA: And I assume --

24 MR. LIEB: -- language to that.

25 DR. MIEDEMA: -- I would assume that we're

1 doing some of that now, it's just we've never
2 operationalized how we do that.

3 MR. LIEB: Correct.

4 DR. MIEDEMA: So as long as we're opening it
5 up and having that discussion, now would be a good
6 time to reach that discussion.

7 MR. LIEB: That might be where I think you're
8 right. If we leave 7.4 alone, except for maybe
9 that one sentence, and then figure out how we want
10 to do it in 8.3, because that seems to be our
11 guiding principles as it is for now. Okay?

12 DR. MIEDEMA: I think 8.3 will be a big
13 discussion, which is the next one.

14 I have a little concern with the language as
15 it was submitted, which says that faculty, as a
16 general practice, faculty are not required to teach
17 on a specific number of work days.

18 Since our contract is based on work days, do
19 we, if we're going to do something like that, we
20 need to change the whole contract to say it's no
21 longer based on work days.

22 MR. LIEB: I don't know, because the way that
23 we're doing it, they're still meeting it by --
24 because we're basing off of semester hours.

25 I would say no to it, because we're still

1 basing off of semester hours, we're basing off of
2 contact hours from the state saying, you know, the
3 one hour is equivalent to the 15 minutes. When we
4 say the specified number of work days, and maybe I
5 just need to find a different terminology there.

6 The intent, is that, okay, if I worked with my
7 department chair, my program coordinator, whoever,
8 and the best classes to meet the students' needs
9 are me teaching on Tuesday, Wednesday, and
10 Thursday, maybe I'm doing three day classes and
11 then two night classes because that's what they
12 need, that there shouldn't be a rule, if you will,
13 that says, okay, well, you have to have one on
14 Monday, too.

15 DR. MIEDEMA: My suggested language which, you
16 guys can take a look at when we break, or,
17 afterwards, whatever your preference is, would be
18 to change the language slightly to say, "Faculty
19 are expected to work a 4-day work week, but a 3-day
20 work schedule, maybe approved if mutually
21 discussed -- mutually approved." Because that
22 gives the opportunity to meet the campus needs.

23 And I don't have an issue so much with the
24 three days, as I do with saying we're talking about
25 it to make sure that we're still meeting campus

1 needs. Sometimes what happens is we can't get an
2 adjunct during the day to teach a particular class
3 so we really need that faculty member to be able to
4 teach that class. Where we can find an adjunct
5 more to teach the evening class?

6 So that would be my only thought there, but
7 I'll let you guys discuss that.

8 MR. LIEB: Yeah. And I think that's what we
9 tried to make clear down in, like, C, that they can
10 absolutely -- these are the -- if these criterion
11 are met, absolutely, if provost says, you know
12 what, I can't get anybody else to do it, now
13 there's a conflict, basically between two
14 full-timers, and the contract is very clear about
15 that.

16 If there's a conflict between two full-timers,
17 it's supervisors and administrators and that's
18 where C just gives them -- because I was trying to
19 make it to where you guys still had the ability, if
20 you need to do that.

21 DR. MIEDEMA: And that's the discussion that I
22 would just like to address. The same with office
23 hours. I think we need to make sure that all
24 office hours, whether they're face-to-face or
25 online, are on the schedule that we submit to the

1 supervisors and administrators. And doing so we
2 can show that we have some face-to-face covering a
3 period of days, we have online covering a period of
4 days, whatever it might be.

5 The idea is, I want to make sure -- ensure
6 that we have access for our students because our
7 students, if they're on a Monday/Wednesday
8 schedule, and they can't meet your office hours on
9 Monday and Wednesday, if they don't have something
10 either Tuesday or Thursday, they won't be able to,
11 you know, if they can't meet on Monday; they can't
12 meet on Wednesday.

13 So somewhere along the line we need to have
14 that access. So I would just like to look at
15 clarifying that just a little bit more.

16 MR. LIEB: Okay. So you're talking about a
17 two-day, where right now we're saying --

18 DR. MIEDEMA: Yes.

19 MR. LIEB: -- because right now, it says that,
20 you know, five of these office hours must be
21 scheduled in increments of 30 consecutive minutes
22 over a period of not less than four work days.

23 So they're required to have office hours every
24 day now. Whether, let's say, Monday I decide I'm
25 going to do five hours online, the faculty member

1 does have that right. They still have to have
2 office hours, though, on Tuesday, Wednesday,
3 Thursday, in some way, shape, or form.

4 And the most that they can use, unless they're
5 full-time online, is five hours online anyway. So
6 they should be meeting those other five hours, you
7 know, face-to-face in some way, shape, or form.
8 But -- yeah. I can -- we can discuss and see if
9 there's a way to create it from our expectation, I
10 guess.

11 And it could be something as simple as
12 revising the current office hours form to where we
13 have, right now, we have a simple box that says
14 hours online. If we allow for it, say five hours
15 on Monday online so the provost knows, hey, from
16 12:00-5:00, you're supposed to be accessible.

17 DR. MIEDEMA: Exactly.

18 MR. LIEB: So I mean, I don't think that's an
19 unrealistic alteration.

20 DR. MIEDEMA: And I would -- that's what we're
21 looking for.

22 We're looking for our student's access to
23 the -- to the faculty. And, as you go forward
24 under instructional faculty responsibilities,
25 Number 7, which says, at the conclusion of each

1 academic term each faculty member should review or
2 will review?

3 MR. LIEB: Do we have anything in place right
4 now that goes and checks behind me to see if I do
5 it?

6 DR. MIEDEMA: No, but it's an expectation.

7 MR. LIEB: The expectation is that I should do
8 this, yes.

9 DR. MIEDEMA: When you do -- when you do
10 evaluation that your faculty member will be -- your
11 administrating supervisor will be saying, have you?

12 MR. LIEB: Right. Which is part of the
13 evaluation. So they're required to do it before
14 their -- if they're tenure or continuing contract.
15 They're required to do it before their three-year
16 evaluation anyway.

17 But the reason I changed it to "should" was
18 simply because I didn't want there to have to be a
19 mechanism or something that, now, we have to create
20 to make sure that every single faculty member that
21 you have gone in and logged in and checked this.

22 Where we're saying, yes, the general
23 expectation is that you should. And it's highly
24 recommended, but by changing it from, "will be
25 required" to "should" alleviates any of the, I

1 would say, tracking responsibility.

2 DR. MIEDEMA: Okay. We'll talk about that.

3 MR. LIEB: Okay.

4 DR. MIEDEMA: Number 8, a minor thing. It
5 says faculty members will be assigned to teach
6 courses in their respective academic disciplines.

7 What about the faculty member who is teaching
8 in more than one discipline? Who coordinates the
9 number that goes into one discipline versus the
10 other discipline? Because you're talking about two
11 different department chairs. And I can tell you
12 this recently came up.

13 We have a faculty member who is credentialed
14 to be able to teach both computers and math. He
15 wanted to teach an additional math course, so he
16 went to that department chair; that department
17 chair said yes and scheduled him for a class. And
18 then just before the semester started, he decided
19 we didn't want to teach that one after all, so he
20 went back to the other department chair and says I
21 want to take this adjunct's math class.

22 Well, it was within two weeks of the start of
23 the class, so the supervising administrator said no
24 because you don't bump someone the last two weeks
25 of the semester.

1 But it brought up the question; we have a
2 number of faculty who are dually credentialed. And
3 we love having faculty who are dually credentialed
4 because it gives it that flexibility. But who
5 oversees who does what?

6 As a department chair, if someone comes to me
7 and says, hey, I'd like to teach for you. I'll go,
8 yay. Great. Let me sign you up. Not knowing
9 whether or not the other department chair is going
10 to have a hole then because we did that. So it's
11 just a question.

12 There's nothing wrong with what we have here,
13 but it brought up the question when I looked at it.

14 MR. ZACKS: Question? Do we designate what
15 somebody's primary academic responsibilities are?

16 DR. MIEDEMA: Yes, we do.

17 MR. ZACKS: So wouldn't that primary, I'll use
18 myself, I'm credentialed for two different
19 programs; my main one is crime scene, but I also
20 teach on the criminal justice side, too, as needed.
21 So my responsibilities would be to my primary,
22 which is the crime scene program to make sure that
23 is fully staffed.

24 DR. MIEDEMA: So the department chair -- if
25 you go to the second department chair, they should

1 be held responsible to talk to the first one?

2 MR. LIEB: I would hope. And I know as a
3 general practice, that's what we do in Palm Bay; I
4 cannot speak for every campus.

5 MS. BOGGS: I can speak about Melbourne,
6 because I am credentialed in two areas, as well as
7 the developmental reading and also the education,
8 but, I don't know whether or not Sandy's policies,
9 excuse me, Dr. Handfield's policies are consistent.

10 Because in order for me to teach online in my
11 education classes, I have to go through and get
12 permission first. Is that not consistent in the
13 college?

14 DR. MIEDEMA: Are you talking about online and
15 face-to-face? That's a little different situation.

16 MS. BOGGS: Okay.

17 DR. MIEDEMA: We are going to get to that part
18 because that is something that I know we want to
19 discuss further as well.

20 But if it's, take for the example,
21 face-to-face, we have faculty who can teach math
22 and computers. Their primary assignment may be
23 this. We have a faculty member who is credentialed
24 to teach economics and doesn't teach -- she teaches
25 one class in economics and everything else is

1 something else. So --

2 MR. LIEB: I would say that the primary chair,
3 whoever is the chair of that primary discipline
4 should have, for lack of a better term, first
5 rights to the person. I mean that's a terrible way
6 of phrasing it and I apologize, but.

7 MS. SPENCER: Could I ask a question?

8 MR. LIEB: Sure.

9 MS. SPENCER: So, how, in the case, in the
10 example you gave of the computer science and
11 mathematics, was that, with respect to the faculty
12 members, was that load, basic load or were we
13 talking about overload?

14 DR. MIEDEMA: It would have been load.

15 MS. SPENCER: It would have been load.

16 DR. MIEDEMA: And the fact, the supervising
17 administrator doesn't get that load form until
18 after the semester has started. So they don't see
19 that at that point in time.

20 MS. SPENCER so is it something that we can
21 amend?

22 MR. LIEB: Absolutely.

23 MS. SPENCER: So it is something that can be
24 addressed like in -- we started this off with the
25 discussion of 7.4 about the college-wide scheduling

1 and the question that's coming up over and over
2 again is the priorities.

3 If you have a class that meets in the daytime
4 and you have no adjuncts to teach it, and that's a
5 high enrollment class, that's a priority that the
6 college designates. This is a priority piece,
7 classes have to be filled. And I don't have a
8 solution, like a real nice magical solution.

9 But if there was something we could work
10 together and get some way to say these are the
11 high-traffic times. And these are when we have
12 trouble finding adjuncts. And these are the
13 classes we need filled first.

14 Then that -- then when faculty goes to have
15 their choice of what they want, within that
16 department they know that they have to address
17 these are the needs, these are the things that have
18 to be filled. And if we don't get somebody to do
19 it, then, Dr. Handfield is going decide for all of
20 us. You know --

21 DR. HANDFIELD: You don't want to happen.

22 MS. SPENCER: I know.

23 MR. LIEB: The college does have the right, in
24 the contract as it stands now, to set that
25 college-wide schedule. And I don't know that the

1 administrative side has taken that opportunity or
2 enforced it, which they absolutely, by contract,
3 can do.

4 I mean, what I think Lynn is saying is that if
5 we're able to create a base schedule and say look,
6 we know we know these; figure out, now, what the
7 department chairs -- who is teaching when and if we
8 get into conflicts, we'll figure that out. And
9 then if we want to add additional classes onto the
10 base schedule, if you will, I mean, I don't think
11 there's anything wrong with it.

12 Am I summarizing it correctly?

13 MS. SPENCER: Yeah. Yeah. I was just asking.

14 DR. MIEDEMA: I think that -- I agree. And I
15 think what's happened is that we have been a little
16 hesitant, sometimes, to enforce that on faculty and
17 department chairs who are trying to schedule their
18 department.

19 But I think if we came up with somewhere, and
20 it doesn't necessarily have to be in the contract
21 because it will change from year to year, but
22 somewhere that we post these are the important
23 topics that need to be covered. These are the
24 issues that need to be addressed, so that it's a
25 reference.

1 MS. SPENCER: Yeah.

2 DR. MIEDEMA: I would be very comfortable with
3 that.

4 MR. LIEB: I think, I can't speak for
5 everybody at this moment, but I would think that
6 sounds reasonable.

7 For my personal perspective, without thinking
8 about at all, I mean, I don't think there's
9 anything unreasonable about if the college decided
10 to say, hey, we want to create a base schedule and
11 this is the base schedule, it's, whether people
12 like it or not, it's within rights of the current
13 contract.

14 DR. MIEDEMA: Absolutely.

15 MR. LIEB: So, I mean, what we can,
16 absolutely, discuss it and see what both sides,
17 what we can figure out. Because that, I think,
18 will alleviate a lot of the scheduling problems.

19 DR. MIEDEMA: No. I'm perfectly fine with
20 that. Let me see.

21 Under 8.11, Meeting Load Point Obligations,
22 talking about teaching at least one online or
23 honors course to meet load point obligations.

24 I would like to see it spelled out as far as
25 enrollment online versus enrollment honors. The

1 reason I say that is that it can vary so much. An
2 online class is 15 to 30. So you're talking about
3 seven and a half students or are you talking about
4 15 students?

5 MR. LIEB: For the online?

6 DR. MIEDEMA: Uh-huh.

7 MR. LIEB: It would be 15. That would be --

8 DR. MIEDEMA: That was my thought.

9 MR. LIEB: That's 50 percent of the cap. The
10 reason we put in there was at least 50 percent
11 enrollment, was, I guess, I could add in there, or
12 no, I do have it in there, based on the enrollment
13 cap for the course, so that if you're teaching, for
14 example, a Div Ed class that has a cap of what;
15 fifteen or eighteen?

16 MS. BOGGS: Fifteen.

17 MR. LIEB: Seven and a half, okay, round it,
18 whichever way we decide is best to go, so that way
19 you're not having to say, well, every class must
20 have 15 people in it. It's every class must be at
21 least 50 percent enrolled, because, to be honest,
22 if it doesn't get past that point, it's not worth
23 the college's money to pay, either, an adjunct or a
24 faculty member for that for load.

25 DR. MIEDEMA: Does the Div Ed get taught

1 online?

2 MR. LIEB: Math, yes.

3 MS. BOGGS: Reading --

4 MR. LIEB: Reading and writing --

5 MS. BOGGS: -- and writing, no.

6 MR. LIEB: Well, let's see, I think you did it
7 one semester, right.

8 MS. BOGGS: Didn't -- yeah. And then I
9 recommended to the discipline that we don't do that
10 again.

11 DR. MIEDEMA: Okay. And what about an honors
12 course? What would be the minimum there?

13 MR. LIEB: I think the current max in an
14 honors course, I believe, is 12. I could be
15 misspeaking.

16 MS. BOGGS: It's 12.

17 MR. LIEB: Is it? Thank you, Maureen.

18 So, if it's 12, I would say the minimum then
19 would need to be six for it to count for load.
20 It's not that we can't necessarily run them, but it
21 can't count for load. It would be an overloaded
22 independent rate at that point, because --

23 DR. MIEDEMA: Absolutely.

24 MR. LIEB: I don't think it's probably fair
25 and equitable for someone to teach a two person

1 class and count that as a load compared to, you
2 know, a full other class.

3 DR. MIEDEMA: Someone who is teaching a class
4 with 30 students in it.

5 MR. LIEB: Correct.

6 DR. MIEDEMA: I agree with that. All right.

7 And I just added in there that I'd like to see
8 that as a discussion, a mutual agreement with the
9 faculty and supervising administrator just to make
10 sure that it doesn't have all these courses covered
11 the way we have them in other courses; which is
12 understood, but it's nice to clarify.

13 And banking overload, banking load points, I
14 added overload because you're not banking your
15 basic contract, you're banking your overload
16 contract.

17 MR. LIEB: That was a question that we were
18 actually talking about.

19 We are not, at this point, ready to go over
20 all the specifics in banking load points, because
21 that's one of the things we actually asked, was
22 well, are they banking load that you have to pay
23 this out at the load rate or are they banking this
24 as an overload? And we, technically, by the way
25 that it says now, 150 load points you could count

1 that towards load.

2 I'm assuming that's, you are saying we don't
3 want that, correct?

4 DR. MIEDEMA: The -- yeah. The idea of that
5 was the overload. That I could teach extra this
6 semester knowing that next semester I need to take
7 some time off.

8 And I actually put in a sentence at the
9 beginning that says, the purpose of banking
10 overload is to allow a tenured faculty member time
11 off within their contract for professional
12 development and planned medical care. Something to
13 that effect.

14 MR. LIEB: Okay.

15 DR. MIEDEMA: So that was my thought in that
16 process.

17 MR. LIEB: Because right now, I think, the
18 original intent behind it was that if a person, in
19 fall semester, could teach -- get six courses very
20 easily, but then struggled to get five in the
21 spring semester.

22 But you're right, we do need to clean up what
23 are we using this for.

24 DR. MIEDEMA: We've had a couple faculty
25 members use it for maternity leave.

1 If they can bank enough to take a semester off
2 to be home with their child, I don't have an issue
3 with that. That's why I added the medical need as
4 well.

5 And the only other question I had was under
6 department chair, and that is the online department
7 chair. You had stated that any full-time tenured
8 faculty member who teaches online can apply for
9 that position. We probably need to look at what is
10 qualifying them.

11 We say that for them to teach outside their
12 discipline, they have to have taught ten courses
13 within the prior five years. Do we need the same
14 language for online?

15 If they're going to -- we want these
16 department chairs online to be experts in online
17 delivery. So should they have taught a certain
18 number of courses online before they can be
19 considered that department chair?

20 MR. LIEB: Okay. So we're saying to alter or
21 be more specific for them when we say any full-time
22 faculty/tenured faculty member who has taught in
23 that department for more than one year?

24 DR. MIEDEMA: Yes.

25 MR. LIEB: Okay. Because the way that I was

1 reading that other part was that if it's, if no
2 applicant meets this requirement within the
3 department, then we're bringing somebody in from
4 the outside of the department.

5 Where we're staying right now, currently,
6 within where they need to be five years full-time
7 teaching? So do we want to be more specific there?

8 DR. MIEDEMA: That's the question I had for
9 you.

10 If someone who taught one semester or two
11 semesters, one class online, are they ready to be
12 the department chair reviewing online courses?

13 That's just a question.

14 MR. LIEB: And the short answer is I don't
15 know.

16 DR. MIEDEMA: Yeah.

17 MR. LIEB: We can talk about it.

18 DR. MIEDEMA: I didn't say I had answers, I
19 just said I had questions.

20 MR. LIEB: That's a good question, though.

21 DR. MIEDEMA: And does that mean that we need
22 to then make sure online faculty understand that
23 they may end up going back to face-to-face classes
24 if someone else comes in as department chair?

25 MR. LIEB: I would think that they know that

1 that is --

2 DR. MIEDEMA: So that needs to be somewhere in
3 the contract that says for that online positions.

4 MR. LIEB: Their positions are tied, still,
5 back to the campus currently, correct? They count
6 against --

7 DR. MIEDEMA: Exactly.

8 MR. LIEB: I know, for example, if Dr. Dunn,
9 God bless her, we went a long time before we hired
10 Patrick Richards, without a full-time history
11 professor because her position was still pulled
12 from the Palm Bay campus.

13 DR. MIEDEMA: Exactly. And that's, I just
14 want to make sure that if we do this and I don't
15 have an issue with doing it, that those faculty who
16 are a hundred percent online understand that that
17 can mean that they will be picking up face-to-face
18 classes.

19 And those are my questions. So how would you
20 like to proceed?

21 MR. LIEB: If we want to try and get these
22 things knocked out, why don't we do a caucus for
23 maybe 20-ish minutes or so?

24 DR. MIEDEMA: Sure.

25 MR. LIEB: Let's see what we can figure out

1 and if we can bring back suggestions from both
2 sides and -- because it would be nice to actually
3 hammer out and say, yes, we're done with some of
4 these.

5 DR. MIEDEMA: Absolutely. You are speaking my
6 language.

7 MR. LIEB: With the short-term online faculty,
8 it is something I knew you guys would have to do
9 more research with FMLA and that kind of stuff.

10 I think we are able to do it under FMLA.
11 Because if they're not going on FMLA at that point,
12 they're electing to not because we -- if it's,
13 like, assigning somebody in the police department
14 to desk duty for a semester or for a couple of
15 months; that kind of thing.

16 It's more the intent, so yes, you could still
17 teach effectively online. There's a plan for this
18 and then come back, and, I mean, that could be us.

19 Also, if you're thinking for maternity leave,
20 I think it could work for maternity leave as well.
21 If you still say, you know, I could teach
22 effectively online while I'm out on maternity
23 leave, let me meet my load for that semester. That
24 way, so you don't necessarily even have to go into
25 the banking the load points, necessarily.

1 DR. MIEDEMA: The question would be; is there
2 section set up for online?

3 Has the course material been developed for
4 online? Because some of these courses are not. So
5 that would be a question that would need to be
6 addressed.

7 And, also, what about the students who signed
8 up for a face-to-face class how are now going to be
9 told they are going to have to take it online? And
10 that is a concern for some of our students who
11 deliberately choose face-to-face. So I think we
12 need to look at it real closely.

13 So we'll talk a little bit when we meet, too,
14 and we'll come back.

15 MR. LIEB: To understand, too, what you're
16 saying with that, before we break, with it being
17 delivered online, if it isn't already available
18 online, I'm not envisioning these replacing classes
19 that are on the face-to-face campus that we still
20 want to offer. This would just be, like, the
21 college just says, that I still need three
22 8:00 a.m. Comp I classes even if, for some reason,
23 I'm out and I need to do it online. We need to
24 find a way to fill those.

25 So I wouldn't think that we're going to

1 replace or supplant the face-to-face ones. And it
2 should absolutely only be with courses that are
3 suitable for online. There should not be, well,
4 I'm going to decide to make this all of a sudden
5 make this work. Well, that's why we have the
6 curriculum process.

7 DR. MIEDEMA: Well, we'll leave you and let
8 you guys have 20 minutes or so or whatever you
9 need. We'll be somewhere around here.

10 (Brief recess.)

11 MR. LIEB: Okay. Hopefully you had fun,
12 interesting conversations, like we did, too.

13 To start with, with the pilot course language
14 where we have after, by the appropriate discipline
15 cluster be a simple majority vote work for you;
16 clear it up? So if I were to add that --

17 DR. MIEDEMA: Yes.

18 MR. LIEB: -- then we could -- I'll type it up
19 and send it out and we can think about being done
20 with it. Because right now, we're just creating a
21 definition only there.

22 DR. MIEDEMA: Correct.

23 MR. LIEB: The 12.3.E, I'm assuming you want
24 to come back at a later date, after you've had some
25 chance to do some research for it? So we'll --

1 DR. MIEDEMA: Darla is going to research the
2 law and make sure that we're not breaking anything.

3 MR. LIEB: Well, as long as we don't let them
4 go on an FMLA at the same time, which I think, that
5 is not the intent of this, is to let you get FMLA
6 pay as well as teaching online. No. If you're on
7 FMLA, you are not allowed to do anything.

8 DR. MIEDEMA: The concern is, one of the
9 concerns in that process is, you may think that you
10 can do it for the semester and teach online and
11 what happens if you get two weeks into the semester
12 and your condition gets worse and now you need to
13 go on FMLA, then we're looking at finding a
14 substitute.

15 MR. LIEB: Finding someone. But that's the
16 same as if someone's teaching a class now and goes
17 out halfway.

18 DR. MIEDEMA: But if we know it now, and it's
19 a face-to-face class, it's easier, sometimes, to
20 fill that face-to-face class than it would be an
21 online class.

22 And in some programs some classes cannot be
23 taught online. So they don't get the same benefit
24 that other faculty do. So we just want to take a
25 look, a real close look at that one.

1 MR. LIEB: Okay.

2 DR. MIEDEMA: You just said what one of
3 your -- Div Ed, you don't teach online?

4 MS. BOGGS: We don't teach developmental
5 reading or developmental writing online.

6 DR. MIEDEMA: So if you need the time off, you
7 wouldn't be able to use that class?

8 MS. BOGGS: No. And you know, my adjuncts
9 would be very happy.

10 MR. LIEB: No. Because it's not something
11 that is designed --

12 DR. MIEDEMA: So it's just a matter of what we
13 make sure that we're being fair and equitable --

14 MR. LIEB: It's one recourse, yeah.

15 DR. MIEDEMA: -- to everyone.

16 MR. LIEB: Makes sense.

17 The Legal Assistance. We were thinking to try
18 and clean it up some more. Lynn came up with some,
19 a good way of putting it that hopefully simplifies
20 all of it and, Lynn, help me with this part. What
21 did you have there?

22 It was "legal assistance shall be provided to
23 a faculty member when the actions taken by the
24 faculty member was justifiable and according in the
25 course of his employment. The specifics of such

1 assistance will be determined by the college
2 president."

3 MS. SPENCER: Yeah.

4 DR. MIEDEMA: Perfect.

5 MR. LIEB: Okay.

6 DR. MIEDEMA: Perfect. Send that to me
7 because I didn't write it all down.

8 MR. LIEB: That's okay. Yes, I will.

9 MS. BOGGS: You don't know shorthand?

10 DR. MIEDEMA: I don't know shorthand.

11 So we say president or his designate?

12 MR. LIEB: I think it's in the definitions,
13 it's implied, but yeah, we can add it.

14 DR. MIEDEMA: Yes. Because I'm usually the
15 one who is the designate.

16 MR. LIEB: Yeah.

17 DR. MIEDEMA: I don't want to break any rules.

18 MR. LIEB: On 7.4, we agree that it was, you
19 guys will decide what your base schedule -- what
20 you think is high priorities. So we don't need to
21 do anything there other than that in that one
22 reference.

23 DR. MIEDEMA: Well, what we talked about doing
24 when we met is we're going to try to come up with a
25 base schedule just to present to you, so you can

1 see even if it's not attached in the contracts, so
2 you can see what we would post online so you have
3 an idea.

4 So we'd like to have that done before we have
5 our next meeting.

6 MR. LIEB: Okay.

7 DR. MIEDEMA: That's our goal.

8 MR. LIEB: I know the department chairs would
9 love it if they had a base to work from.

10 DR. MIEDEMA: Yes, that's very reasonable. So
11 we talked about planning that at our provost
12 meeting to try to pull that information together.

13 MR. ZACKS: Can we get a memorandum of
14 understanding out of that?

15 DR. MIEDEMA: What?

16 MR. ZACKS: Can we get a memorandum of
17 understanding?

18 DR. MIEDEMA: Hmm?

19 MR. ZACKS: No? Okay. Got to ask. It's
20 like, Mom; can I borrow the keys to the car? No.

21 DR. MIEDEMA: Whatever you need, sir.

22 MR. LIEB: With 8.3, in an effort to just kind
23 of -- we can cut that one line, that first line,
24 that as a general practice, we're saying we can
25 just cut it?

1 And then under C, we had changed that to say
2 "assign faculty specific days or course sections
3 via written justification during the following
4 conditions."

5 That way it's no sense being redundant there,
6 that if you need -- the supervising administrator
7 says I need you here four days, we just know that
8 going by these, and this is why. I'm needing these
9 things.

10 DR. MIEDEMA: I'm looking at my boss here.

11 MR. LIEB: So that way, if a faculty member
12 ends up having a schedule that is okay, and they're
13 only at three days a week, as long as it's meeting
14 the needs and there's none of these other things
15 are actually happening, there's no reason that we
16 should block the faculty member from doing that.

17 With 2A -- A-2A, I think we talked about just
18 having the office hours form sheet updated in some
19 way so that we're able to identify where and when
20 those online hours are occurring. Because I think
21 it's pretty clear that it's not saying that you
22 have to do all these face-to-face on campus, you
23 have the way, where it's listed up above in A,
24 right, of where they can be or how they can be
25 delivered.

1 You're just saying that you better be
2 available at least half an hour a day, in some way,
3 shape, or form. I mean so that addition or added
4 line there, we don't need it there, it can go away,
5 or we can add it, that's up to you-all.

6 DR. MIEDEMA: We can look at that, too, at our
7 provost meeting to make sure that we have a
8 consistent approach.

9 MR. LIEB: Because, I mean, technically the
10 way it is now, they're not required, because it
11 says clearly, in A-1, right? That they may be
12 scheduled on campus in the faculty member's office,
13 in their classroom, online, or at an appropriate
14 off-campus sites that are provided below.

15 So, I mean, it does tell you, you can meet
16 those in that little sub-clause or whatever it is.
17 The A-2A is just saying, hey, about availability.
18 It's not about where.

19 Oh, we skipped over this before, under
20 Instructional Faculty Responsibility, I just, I
21 know that you had said in your notes about the
22 census reporting?

23 DR. MIEDEMA: Yes.

24 MR. LIEB: So I just cut the word "attendance"
25 and put "census." Is that all you were --

1 DR. MIEDEMA: That's all I was looking at.

2 MR. LIEB: Okay. So I did make that change as
3 well. And then it's, 7, under there, our
4 preference is to keep it at "should." That's just
5 to prevent a mechanism from having to be created to
6 follow a faculty member up and say, yes, and make
7 sure you're looking at them, that's it's best
8 practice.

9 I mean, I can work on some different phrasing,
10 perhaps, the faculty member should, you know,
11 review their results of these as a best practice
12 but I don't want us to have to worry about creating
13 a system to track and say, like we do now, with
14 census reporting, where the next thing you get
15 blips, hey, you did not look at your student
16 faculty opinion surveys and, you know, you keep
17 getting that until you look at them. It seems
18 silly. They should be looking at this, though.

19 DR. MIEDEMA: How about "expected"?

20 MS. BOGGS: -- how about "will"?

21 MR. LIEB: Well, "will" is what we had. I
22 mean --

23 MS. BOGGS: Well, not "will," but "will be
24 required to"?

25 DR. MIEDEMA: Yeah, I said just "will" rather

1 than "will be required." That they will look at
2 it.

3 MR. LIEB: Okay. How do you, Robin? Harold?

4 MS. BOGGS: My major thing is, is that I tend
5 to be concerned about any time you have something
6 and it's hard to enforce, I -- I looked at that and
7 I said how are you going to enforce that? That's
8 why I didn't like "will require."

9 DR. MIEDEMA: It's reviewed when you have your
10 evaluation --

11 MS. BOGGS: Well, I know that.

12 DR. MIEDEMA: -- with supervising
13 administrator.

14 MS. BOGGS: But does every faculty member go
15 in a look at them?

16 DR. MIEDEMA: It's expected when you have
17 that -- when you have that meeting that you're able
18 to say you've looked at it. Do I check behind you?
19 No. As a professional, I expect you to meet your
20 obligations.

21 MR. LIEB: So if I put in there, "each faculty
22 member is expected to review," that would work?

23 DR. MIEDEMA: Yes.

24 MR. LIEB: Okay.

25 MS. BOGGS: I'm happy with that.

1 DR. MIEDEMA: I don't want to play policeman.

2 MR. LIEB: I know, and that's --

3 DR. MIEDEMA: It's a professional expectation.

4 MS. BOGGS: I know. It's just --

5 DR. MIEDEMA: That you sit down and do your
6 evaluation and I'm going to ask you if you have
7 looked at that? And are you looking at it and
8 making any changes in your course because of the
9 feedback you're getting? And you're going to say
10 yes and no changes. That's fine.

11 I'm not going to follow behind you. I don't
12 think that there's a reason that we have to have a
13 checklist for every activity that a faculty member
14 is going to do under a course of their job
15 responsibilities. But to say what instead of "will
16 be required," then it does imply an action.

17 MR. LIEB: Right. And that's -- okay.

18 DR. MIEDEMA: And if there's an expectation
19 versus a requirement, I think it gives us more
20 latitude. So that's a good catch.

21 MR. LIEB: With 8, we wanted to add in a line
22 and I don't have verbiage for it yet, with, you
23 know, the whichever discipline the faculty member
24 is primarily assigned to, that department shall
25 have, I don't have a better phrase for it yet, but

1 still the, you know, the right of first refusal.

2 DR. MIEDEMA: They own you.

3 MR. LIEB: Yes, they do.

4 Now if it's true, we might want to deal with
5 the difference between cross-credentialing and
6 split positions, because, I know, for example, we
7 have a faculty member on Palm Bay who was hired as
8 a truly split position; half Humanities, half
9 English.

10 I mean, her primary assignment, I think, she
11 had to pick an HR designation and I believe it is
12 Humanities at this point. But if she was hired
13 with the expectation to teach both of them, that --
14 I'll try and figure out a way that we can allow for
15 that.

16 DR. MIEDEMA: If you're supposed to teach five
17 classes, three in one discipline, so that becomes
18 the primary.

19 MR. LIEB: Correct. And that's, I mean --

20 DR. MIEDEMA: That would be my guess.

21 MR. LIEB: So they are required to serve the
22 majority of their classes or something like that.
23 I'll work on some stuff this week.

24 DR. MIEDEMA: In the primary; that would make
25 sense.

1 And it may change over time in which case we
2 may need to transfer your primary to another
3 discipline if that's where the need is showing up.
4 And there's nothing wrong with that.

5 I think we've done that with one or two
6 faculty already that with new programming,
7 they're -- Holly was one person. She changed into
8 speech. Because that's where the predominant need
9 was. So we changed her primary designation to
10 Speech.

11 DR. GOTHARD: Well, I'm not sure if it's
12 appropriate here, or if it really went underneath
13 the online honors course. I'm one of two faculty
14 members credentialed to teach quantitative methods
15 for the business program, and I'm wondering, in
16 this conversation, if I can count one of those
17 sections towards load?

18 MR. LIEB: I would say if the college has
19 identified it as a priority or preferred high-needs
20 area.

21 DR. GOTHARD: Is that purely up to my
22 supervisor to make that distinction?

23 DR. MIEDEMA: We have the online language --

24 DR. GOTHARD: Right.

25 DR. MIEDEMA: -- that's already been addressed

1 here.

2 MR. LIEB: Uh-huh.

3 DR. MIEDEMA: Which should address the
4 question.

5 MR. LIEB: You're saying if the quantitative
6 is taught online, where she's teaching it
7 face-to-face.

8 DR. GOTHARD: Well, I'm thinking, because I'm
9 not designated, I'm cross-credentialed, I'm not
10 designated as teaching in two departments.

11 So are you going to split this out in a
12 language that addresses each of those, or are you
13 only going to address people who are
14 cross-credentialed?

15 MR. LIEB: I'm going to try and split it out
16 and so it will address both things. Which would
17 allow for it -- let's say that they need the
18 quantitative class taught and you, or you taught
19 three classes within your -- the majority of your
20 classes in the college, and they said, hey, we
21 really need this, you should be able to, I think,
22 work out with the chair, or somebody else, that it
23 should count for load and I'll try to write a way
24 that allows for that.

25 DR. GOTHARD: Okay.

1 MS. BOGGS: Because that's what happened to
2 me. I came to you.

3 MR. LIEB: Well, that's why she's on Melbourne
4 this semester.

5 MS. BOGGS: Uh-huh.

6 MR. LIEB: With the new load point
7 obligations, are we okay with the honors or online
8 portion there?

9 DR. MIEDEMA: That is half of the maximum?

10 MR. LIEB: Half, based on the enrollment cap
11 for the course? As long as we keep that in there
12 we're --

13 DR. MIEDEMA: Yes.

14 MR. LIEB: -- and we understand that it's only
15 talking about, in that case, online or honors.
16 It's not talking about, say a Div Ed course or
17 veterinary science. Because if the college decides
18 that we need to run it with three people in it for
19 a programmatic purposes, that should still be
20 allowed.

21 DR. MIEDEMA: We have always addressed those
22 types of issues as they came up. If it's a course
23 requirement that a student needs for commencement,
24 for completion of a program, and it needs to be
25 offered this term because three students need it in

1 order to finish, we've always worked on those
2 things collaboratively to say, yes, we need find
3 that class --

4 MR. LIEB: And we don't want to limit those.
5 I guess the main point is that I don't want us to
6 have that 50 percent concerns where, okay, I have a
7 class in here for programmatic purposes, but now I
8 can't do it because of the 50 percent.

9 No. It's -- we don't want to limit that
10 flexibility that we've used wisely, I think, over
11 the last years.

12 DR. MIEDEMA: Okay.

13 MR. LIEB: On the banking load points, we know
14 we're going to need to have a conversation about
15 that and we're going to need some time to look over
16 that, too.

17 Because, when I was going through your
18 checklist of all the questions, there are a lot of
19 really -- I brought it up at the last executive
20 council meeting, I said these are a lot of very
21 fair questions that honestly, we need to figure out
22 where our opinion or where do we stand on, because
23 there's a lot of gray area here, at this point.

24 DR. MIEDEMA: This was a new addition in the
25 last contract and in a few contracts ago, so we're

1 still working through --

2 MR. LIEB: The kinks out.

3 DR. MIEDEMA: -- the processes.

4 MR. LIEB: With the online department chairs,
5 we -- thinking about what you were saying about
6 having "must have taught at least ten courses,"
7 we're saying for online positions, "any full-time
8 tenured faculty member who has taught in the
9 department for at least the last two years and at
10 least four courses," something like that towards --
11 you're currently teaching online, you've been
12 teaching online for two years and you've taught at
13 least four classes over that time period.

14 Because, as it currently stands, most
15 full-timers that are doing it, it's an overload.
16 So they might only be doing one, but if they're at
17 least doing one every semester that at least lets
18 us start to create that tracking, if you will.

19 DR. MIEDEMA: That would make sense to me.

20 MR. LIEB: All right. And so I'll edit that
21 and send that back out, too. Okay. What else did
22 we have here?

23 MS. BOGGS: Have we done this?

24 MR. LIEB: I'm sorry?

25 MS. BOGGS: Did we -- so and the chair?

1 Understand? Did we not complete that?

2 MR. LIEB: Oh, I will try to add something in
3 there, too. You're asking for clear language that
4 people understand that if you are serving as an
5 online department chair, there will be the
6 expectation, when your term is over, that you will
7 return to face-to-face teaching? I can add a line
8 in there about that.

9 DR. MIEDEMA: Or that you may? You don't have
10 to say you will.

11 MR. LIEB: Yes, that you may be required to
12 return to face-to-face teaching, something like
13 that.

14 DR. MIEDEMA: Perfect.

15 MR. LIEB: Thank you.

16 MS. BOGGS: You're welcome.

17 MR. LIEB: Okay. I think that's everything
18 that we have for today.

19 DR. MIEDEMA: That's everything we have for
20 today unless you --

21 MR. LIEB: Oh, yes. I did want to, or Robin
22 actually wanted to ask a question to you about.

23 MS. BOGGS: On the 6.17, the legal assistance;
24 I think one of the reasons why there is so much
25 concern over that is that for those of us who are

1 in AAC, we've been promised a statement from the
2 lawyer and it still hasn't come through yet. And
3 so --

4 DR. MIEDEMA: I'm not understanding.

5 MS. SPENCER: The AAC has asked the college's
6 lawyer to come up a statement regarding the
7 coverage for people being concerned about the ADA
8 accommodations.

9 DR. MIEDEMA: I have not heard that, so I have
10 not made any contact with our lawyer about it.

11 MS. SPENCER: Am I saying that right?

12 MR. LIEB: I don't know. She didn't -- the
13 message might not have been -- we talked with
14 Dr. Stein about it previously, to where that we
15 were going to get some form of statement that this
16 is the college's general expectations or of what
17 reasonable is.

18 Okay. If we're saying yes, reasonable is try
19 to do your best to make sure it's, you know,
20 accessible and then have the statement there if
21 it's not, that you're going try and make it if they
22 run into something on a case-by-case basis, to
23 where it's not an undue burden versus saying well,
24 no, you didn't do exactly what I said by each one
25 of these tiny little letters. Even though they

1 made a reasonable attempt, that the college would
2 still support them.

3 MS. BOGGS: I think it dealt with liability
4 because, at one point in time, in AAC, it was
5 announced that the faculty would be personally
6 liable.

7 MR. LIEB: Could be personally liable.

8 MS. BOGGS: Could be personally liable. And
9 that caused quite a stir.

10 DR. MIEDEMA: The statute does not say that.

11 MR. LIEB: I -- yes. Since then we -- it's
12 come to some general or better understanding that
13 it does not.

14 MS. BOGGS: We've revisited it several times
15 but we've been looking for this letter and it has
16 yet to show up.

17 DR. MIEDEMA: It's because I never knew you
18 were asking for a letter.

19 MR. LIEB: That's what I'm gathering.

20 MS. BOGGS: That's what we're sort of figuring
21 out now.

22 DR. MIEDEMA: And I don't know who started the
23 rumor that you would be personally liable, the
24 college is the one who is held liable.

25 MS. BOGGS: And that's one reason why.

1 Because it seems so out of, what, context.

2 MR. LIEB: That's why there were such -- back
3 last November, that was such a large outpouring of
4 people wanting answers was because of that
5 statement made.

6 And if we come to the understanding that it is
7 not a personal liability issue, then that, I think,
8 makes people feel a little bit better or safer.

9 MS. BOGGS: We've been told that people are
10 still researching it and that we would get it soon
11 and, I think, I was talking to Holly, and it was
12 four months now.

13 DR. MIEDEMA: There is nothing in the law that
14 says that is faculty member will be held personally
15 liable.

16 MS. BOGGS: I'm not quite sure --

17 DR. MIEDEMA: The college is expected to be in
18 compliance. Now, if you tell me --

19 MS. BOGGS: I'm not sure why that started to
20 being with.

21 DR. MIEDEMA: If you tell me "I refuse," of
22 course, I'm going to have to follow through with a
23 refusal.

24 If you say I'm not quite there, then that is a
25 process that we're continuing to work through.

1 MR. LIEB: I think that's just what we're
2 asking for in this statement, is all. But it -- so
3 for next meeting, I will get the revisions that we
4 talked about here today and I'll e-mail those back
5 out.

6 And what would we like to put on for the
7 agenda for next go-round? I know that we're still
8 waiting on the State for the monetary issues. On
9 our list I was looking at, perhaps the minor
10 changes we were looking at with tenure, that IRB
11 definition.

12 I know that you said that you guys were going
13 to try and look into the idea of the possibility of
14 trying to create that retired B-number designation.
15 I don't know if you've had a chance yet to do that
16 because it was a quick one-week turnaround, but we
17 could put that on the agenda if you wanted?

18 DR. MIEDEMA: Well, I think you had a list of
19 the concerns you wanted to address, initially.

20 MR. LIEB: Mmm-hmm.

21 DR. MIEDEMA: We've worked out the first
22 three.

23 MR. LIEB: Correct.

24 DR. MIEDEMA: And we need to work down that
25 list and then, at some point in time, we go article

1 by article and see if there's any other revisions
2 that need to be done.

3 MR. LIEB: Okay.

4 DR. MIEDEMA: And you have my list of things
5 that I have thoughts on?

6 MR. LIEB: Yes. And I've been trying to
7 work -- I have some that have some questions about
8 what I would do. And what I will do is I will get
9 those to you in writing so that way it's not --

10 DR. MIEDEMA: Perfect.

11 MR. LIEB: -- trying to remember exactly what
12 we said.

13 So for next go-around then, we'll look at the
14 tenure; the IRB. I have the textbooks selection
15 process, provided that it goes to AAC for approval.

16 So Friday we could put that on there, as well.
17 The language for the contract itself is pretty
18 simple. It says please refer to the AAC handbook
19 for textbook selection process, that kind of thing.

20 DR. MIEDEMA: I did review the information
21 that is going to the AAC for the textbook adoption
22 process, and that's not negotiations.

23 MR. LIEB: Correct.

24 DR. MIEDEMA: But my question is going through
25 the various committees, and then having the

1 academic liaison, the administrative liaison,
2 review it at the very end, and potentially tell you
3 that it doesn't meet compliance after you've gone
4 through the process. Do you -- would you prefer to
5 have somebody, and I would suggest seeing the
6 liaison person to do the math up front, to make
7 sure that it's 95 percent compliant if it's an
8 online resource. So that you don't go through two,
9 potentially two committees and then find out that
10 it's not compliant.

11 MR. LIEB: So to have them get the VPAT the
12 very first thing?

13 DR. MIEDEMA: Mmm-hmm.

14 MR. LIEB: I will think --

15 DR. MIEDEMA: Somebody needs to look at the
16 VPAT at the very beginning and do the math because
17 a lot of the time the VPAT does not come with a
18 number.

19 MR. LIEB: Correct.

20 DR. MIEDEMA: It comes with an explanation.
21 Somebody has to review that and say it is
22 95 percent.

23 MR. LIEB: And I think that's part of the ETAC
24 process and I was trying not to, when we were
25 creating, step on that, there goes to where it gets

1 to the cluster, they're saying, hey, yeah, we agree
2 we can use it, or we like it rather, and then
3 that's when it has to go through the ETAC and get
4 approved. So that it's not so much that they're
5 waiting on that supervising administrator at the
6 end for that, that should have happened at the ETAC
7 stage.

8 DR. MIEDEMA: Well, that's what I'm saying;
9 you need to have an accountability built in.
10 Because why go through that whole process and then
11 at the very end they said it's only 50 percent
12 compliant so we can't use it?

13 Unless we go through and do this, this, and
14 this, which is going to delay the process, which is
15 going to cause you not to be able to use that
16 resource for the next semester. And we don't want
17 to do that.

18 We want to, you know, that's just my
19 suggestion is that you want to look at that as well
20 as closely as --

21 MR. LIEB: Well, we could put a line in there
22 that --

23 DR. MIEDEMA: The process as possible.

24 MR. LIEB: -- once the cluster has identified
25 the course selected view, they should speak with

1 the admin liaison to make sure if any
2 accountability issues arise.

3 DR. MIEDEMA: Okay. I just -- that would be
4 my recommendation is that somebody looks at that
5 closer to the beginning rather than the end of the
6 process.

7 Because I know if I were sitting on that
8 committee and on that second or third person who
9 has reviewed this, and then to be told, nope, can't
10 do it. I would not be a happy camper. So that's
11 just my suggestions.

12 The language in the contract will be much
13 simpler than that, but I just, I'm not doing my job
14 as the chief learning officer if I don't point that
15 out to you.

16 MR. LIEB: No. I think that's fair -- and I
17 think there is a way we can work that in to clearly
18 communicate that people should work with the admin
19 liaison at the beginning of the ETAC process to
20 make sure that the VPAT is going to be okay.

21 DR. MIEDEMA: Absolutely. Well, I think we
22 are good. We're talking about two weeks from now?

23 MR. LIEB: Yes. Which would be --

24 COURT REPORTER: 19th.

25 MR. LIEB: Thank you.

1 COURT REPORTER: You're welcome.

2 MR. LIEB: The 19th.

3 DR. MIEDEMA: And is this room working okay?

4 MR. LIEB: It worked fine for --

5 MR. ZACKS: I saw the note on the door; that's
6 how I found out.

7 DR. MIEDEMA: What's nice is there's not a lot
8 of classes in this so we can leave this set up.

9 MR. LIEB: Okay. Yeah, room 231.

10 And thank you for whoever put the sign down by
11 the elevator. That was appreciated.

12 I got the update, we had the calendar outlook,
13 but I was, like, oh, good, people will know where
14 to go. Because I was going to actually print some
15 to bring.

16 DR. MIEDEMA: That was Lisa, she takes care of
17 us.

18 MS. SPENCER: What date?

19 MR. ZACKS: Same time? 3:30.

20 DR. MIEDEMA: March 19th.

21 MS. SPENCER: Thank you. The 19th. Same
22 time.

23 DR. MIEDEMA: Very good. I appreciate all of
24 your work. And I think we can get through this on
25 fairly timely basis.

1 MR. LIEB: Hopefully, yes, it seems like it.
2 All right. So we'll go through these next things.
3 I'll send out the edits as well.

4 DR. MIEDEMA: And we'll meet for those
5 discussions.

6 MR. LIEB: Oh, have you heard back from
7 Mr. Cherry, yet, about those questions?

8 DR. MIEDEMA: I sent them to him right after
9 the meeting. I've not heard back from him. I'll
10 look to it tomorrow.

11 MR. LIEB: Okay. And if I don't hear from
12 him, I'll e-mail him at the end of the week or so.

13 COURT REPORTER: What was his last name?

14 MR. LIEB: Mr. Cherry.

15 COURT REPORTER: Cherry. Okay.

16 DR. MIEDEMA: Cherry. C-h.

17 MR. LIEB: Like the fruit.

18 COURT REPORTER: C-h, like the fruit.

19 MR. LIEB: Okay, great, thank you.

20 DR. MIEDEMA: Thank you.

21 DR. GOTHARD: Is that something that you guys
22 were looking at? Is there some way that we should
23 be writing that into the, for the textbook
24 selection, that we're doing the final selection?
25 That there could be a checklist that we have that

1 we require for the textbook selection committee to
2 do an initial check on that for all of their
3 finalists, right?

4 So that when it's time for me to vote on a
5 math book, for instance, and whatever electronic
6 stuff is, because it will minimize that a little
7 bit more if the faculty, in advance, also had a
8 little something that they could use in their
9 selection process?

10 MR. LIEB: We can. The ETAC, honestly, the
11 ETAC paperwork does that.

12 DR. GOTHARD: I understand and I think that
13 it's the point, is to make that part of the
14 selection process because if it's not 95 percent
15 compliant, we can't use it regardless. So --

16 MR. LIEB: Well, no, that's not necessarily.
17 If there's ways, if there are workarounds and you
18 can write up point sheets for each instance that it
19 says, what is it? What's the terminology? It
20 meets, doesn't, or, I think sometimes --

21 DR. GOTHARD: Then I think, maybe, it would
22 be, it might be worth putting it into the
23 selection, as a process for the selection
24 committees to follow. Even if it's just as a
25 self-assessment to say, you know, beware that this

1 is going to get kicked back if you're not
2 95 percent compliant and just make it a
3 requirement.

4 MR. LIEB: Yeah, I think if we put it in there
5 and just say for the statement, just like what you
6 said. Please be advised that any software, online
7 software that is not 95 percent compliant will be
8 returned to the originator for a different
9 selection.

10 DR. GOTHARD: And here are the criteria that
11 they can do. They can do an initial check, or at
12 least if they don't know what it means, they can
13 start to find out what it means. And, I think, if
14 we start there then that will just minimize ETAC
15 having to kick stuff back.

16 Because you're right, because by the time they
17 kick it back to us, then we're going to be up
18 against that 75-day deadline.

19 MR. LIEB: Bless you.

20 DR. GOTHARD: So we really don't, we really
21 only want exceptions happening, by that point. And
22 it can easily be done by the faculty committees
23 because we meet for six or eight months, sometimes
24 longer, making some of those selections anyway.

25 MR. LIEB: Yeah.

1 DR. MIEDEMA: The administrative liaison can
2 be real helpful in that process if you just have
3 questions about what are other options for this.

4 DR. GOTHARD: Right.

5 DR. MIEDEMA: And if you utilize the
6 administrative liaison.

7 DR. GOTHARD: But I think they write it into
8 the next rubric --

9 MR. LIEB: I'll see what I can do.

10 DR. GOTHARD: -- and make it a required
11 component or something.

12 MR. LIEB: I think rewriting of the process
13 and then having to be sure that they're evaluating
14 it, that way we don't necessarily give them the
15 rubric. We can just say you must realize this must
16 happen.

17 DR. MIEDEMA: Thank you. Have a good day.

18 (The meeting was concluded at 5:20 p.m.)

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C E R T I F I C A T E

STATE OF FLORIDA:
COUNTY OF BREVARD:

I, LISA A. BRADSHAW, Court Reporter, DO HEREBY
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 neither attorney
or counsel for, not related to or employed by, any of
the parties to the action in which this statement is
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hereto, or financially interested in the action.

DATED this 27th day of March, 2018.

LISA A. BRADSHAW
COURT REPORTER