

## ARTICLE 7 ASSIGNMENT OF RESPONSIBILITIES

- 7.1 **Policy.** The University and UFF agree that the assignment of responsibilities to faculty members is one of the mechanisms by which the University establishes its priorities, carries out its mission, and creates opportunities to increase the quality and integrity of its academic programs.
- 7.2 **Faculty Assignment.** Teaching, research, and service are integral parts of a faculty member's assignment. Instructors are not assigned research and will typically not pursue it. However, on their own initiative instructors may undertake research in their field and/or pedagogical research as part of their professional development. Such research would be evaluated as part of the instructor's service duties.~~Instructors are not assigned research.~~
- (a) The University and UFF recognize that there are legitimate differences in faculty development needs within the academic and university community, in interests and areas of expertise among faculty members, in conventions among academic disciplines, in academic program needs, and in the needs of units employing faculty members.
    - (1) A prescriptive, rigid, and uniform formula that inflexibly dictates annual workloads for individual faculty is not conducive to responding to these differences.
    - (2) This Agreement is intended to provide assignment flexibility, allowing for shifts in the emphasis placed on various duties throughout a faculty member's career.
  - (b) The University and UFF recognize that it is a part of the faculty member's professional responsibility to carry out a majority of their duties on campus.
    - (1) Examples of duties and activities which occur on campus during normal business hours, and may require attendance in-person, include, but are not limited to, regularly scheduled instructional activities, scheduled office hours, departmental or University-wide meetings, and training sessions.
    - (2) Physical or virtual attendance in campus meetings is determined by the modality of the meeting, which is set by the chair of the meeting.
      - a. Virtual meetings do not require in-person attendance.
      - b. In-person meetings typically require physical presence in the meeting.
    - (3) The University and UFF further recognize that other duties may be more appropriately performed in a manner and place (i.e. off-campus location), as determined by the faculty member.
      - a. Regardless, a faculty member shall not choose to work off-campus in a manner that materially affects their ability to perform their duties, including those that involve interaction with students, other faculty, and staff.
    - (4) The University shall make a reasonable and good faith effort, consistent with other provisions of this Agreement, to provide faculty members with

the necessary facilities and resources for carrying out their assigned duties and responsibilities.

- (c) Faculty members receive their assignments of duties and responsibilities, in writing, from the University prior to the beginning of each new semester.
  - (1) Assignments generally include instruction, research, and service activities.
  - (2) Research and service may be assigned on a more flexible basis.

### **7.3 Considerations in Assignments for Faculty.**

- (a) The University and UFF recognize that the Legislature has described the minimum full academic assignment as a minimum of twelve (12) contact hours and that exceptions to this teaching load (for research/scholarship/creative activity and service) are at the discretion of university management.
- (b) The workload for a course will be determined by the credit hour and faculty assignments will be based on a credit hour minimum and maximum.
- (c) The University and UFF also recognize that professional obligations undertaken by a faculty member will often be broader than that minimum and are not easily quantifiable.
- (d) The University and UFF recognize that it is management's responsibility to determine and assign faculty members their workload.
- (e) An employee who does not have sufficient workload is expected to work collaboratively with their supervisor to identify opportunities to be fully utilized.
- (f) The University also recognizes that, to ensure quality of instruction and provide opportunities for appropriate professional development, faculty should be assigned more than twelve (12) credit hours of work in a fall or spring semester only in unusual circumstances.
  - (1) Any assignment of responsibilities that exceeds fifteen (15) credit hours in a fall or spring semester will be considered an overload.
  - (2) Any assignment that exceeds twelve (12) credit hours in teaching (classroom instruction and teaching buyouts) for a fall or spring semester will be considered an overload.
  - (3) When making assignments, the Chair should consider a credit hour of independent research, directed research, service, or instructional development as roughly equivalent to three (3) or four (4) hours of work per week over a fall or spring semester.
- (g) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation and to determine the relative proportion of effort a faculty member may be required to expend on the various components.
- (h) Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other instructional activities, such as laboratories, field experiences, and internships, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

- (i) Faculty will be provided an opportunity to express their preference for their assignment of responsibilities, including which courses that they would like to teach and their preferred schedules for course delivery that adhere to University established course scheduling standards. Faculty will be informed of this opportunity in writing at least four (4) weeks prior to the dates tentative assignments of responsibility are given (see 7.4 (a) (1) and (2)). Faculty may request a meeting with their Chair, or in the absence of Chair, the Director or Provost, to discuss their assignment of responsibilities. Such a request shall be honored and shall take place (except by mutual agreement) at least one (1) week prior to the dates tentative assignments of responsibility are given (see 7.4 (a) (1) and (2)).
- (j) When assigning courses and other responsibilities, the Chair, or in the absence of Chair, the Director or Provost, will consider these requests in addition to other considerations such as workload assignment fairness, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.
- (k) The Chair shall inform the faculty member of their course and service assignments and shall offer the faculty member the opportunity to discuss their overall course and service assignments.

#### **7.4 Assignment Notification**

- (a) Communication of Assignment to Faculty
  - (1) A tentative assignment of responsibilities, including the modalities for all courses to be taught, for the fall semester shall be provided no later than July 15.
  - (2) A tentative assignment of responsibilities, including the modalities for all courses to be taught, for the spring semester shall be provided no later than November 20.
  - (3) Assignments include the course modality, which is solely determined by the University.
  - (4) The faculty member shall be notified of the final assignment, including the modalities of all courses to be taught, in writing no later than two (2) weeks in advance of the starting date of each semester. A faculty member's assignment for the spring semester shall also include the end date for their academic year contract (i.e. when nine-month faculty go "off contract"). Alternatively, the university may inform the faculty as a body in writing of the academic year end date by the end of the first week of classes during the spring semester.
  - (5) The faculty member shall receive their draft Faculty Assignment of Responsibilities and Effort (FARE) Report no later than the Monday of the third full week of classes during the fall and spring semesters.
  - (6) New faculty members shall be informed of assigned duties as soon as practicable.
- (b) Change in Assignment
  - (1) If it should become necessary to make changes in a faculty member's

assignment, the person responsible for making the change shall notify the faculty member as soon as practicable prior to making such changes and shall specify the changes and the reason for the changes in writing.

- (2) The University shall make a good faith effort not to change a faculty member's teaching assignment, including a change in course modality, fewer than two (2) weeks prior to the beginning of the semester.
- (3) If a faculty member has been assigned or reassigned a course or a course's modality has been changed fewer than two (2) weeks prior to the beginning of the semester, such circumstances will be taken into account when reviewing the faculty members' performance.

**7.5 Equitable Opportunity.** To the extent feasible, each faculty member will be given assignments that provide equitable opportunities in relation to other faculty members, to meet required criteria for annual evaluations, reappointment, and promotion.

**7.6 Resolutions of Assignment Disputes.**

- (a) A faculty member shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns. The conference shall occur within five days of the request. If the person responsible for making the assignment is unavailable in this time period, the Provost or designee will conduct the meeting.
  - (1) If the conference with the person responsible for making the assignment does not resolve the faculty member's concerns, the faculty member shall be granted, upon written request an opportunity to discuss those concerns with the Division Director. If the faculty member is not part of a Division, or if the Division Director is not available, the discussion will be held with the Provost or designee.
    - a. The written submission shall not exceed a single page, double-spaced, in Times New Roman 12-point font.
    - b. The written request must be received no later than three (3) days after the initial conference with the person responsible for making the assignment.
    - c. This discussion will be held within three (3) days of receipt of the written request.
  - (2) A final decision shall be rendered within seven (7) calendar days of the Division Director or Provost (or designee) receiving the faculty member's written request.
  - (3) The faculty member shall perform the assignment until the final resolution of the matter as prescribed in this Agreement.
- (b) The parties recognize the following factors are critical to assignments:
  - (1) Assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The preferences and desires of faculty members are secondary to those program and curricular needs.
  - (2) Not all faculty assignment requests and circumstances can be

accommodated, and that inability to accommodate does not represent in and of itself an arbitrary and unreasonable assignment.

- (3) The time between the beginning of the first assignment and the end of the last assignment in one (1) day should not exceed nine (9) hours, unless there is no practicable alternative.
  - (4) The time between the end of the last assignment on one (1) day and the beginning of the first assignment for the next day should not be less than twelve (12) hours, unless there is no practicable alternative.
- (c) If the Director or Provost denies a faculty member's request for re-assignment, the University shall provide the reason in writing to the faculty member.

### **7.7 Overload Assignments.**

- (a) An overload assignment is defined in ~~7.3(f)(1)~~~~7.3(d)(1)~~.
- (b) As compensation for an overload assignment, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay for each credit hour of overload assignment.

### **7.8 Summer Appointments and Assignments.**

- (a) Summer appointments are separate and distinct from the nine (9)-month academic year appointment.
  - (1) The summer course schedule shall be developed by the department chair (or designee) in consultation with the Director (if present) and Provost and will consider available budget, student demand, and program and curricular needs of the department, division, and University.
  - (2) Department chairs will formally ask all faculty in their department in writing if they would like to teach in the summer, and if so, which courses they would prefer to teach. That deadline will be at least one (1) week after the chair's written request.
  - (3) The Chair will consider these faculty requests to teach in addition to other considerations such as workload assignment distribution, budgetary constraints, providing an appropriate learning environment for students, upholding appropriate academic standards, and facilitating student success.
- (b) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours.
  - (1) In normal circumstances, a summer teaching assignment will not exceed eight (8) credit hours.
  - (2) The summer instructional assignment, like that for the fall and spring semesters, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation and coordination, minor curriculum development, lectures, evaluation of student efforts, and consultations and conferences with students.
- (c) No faculty member with a nine (9)-month appointment shall be required to accept a summer appointment. As summer appointments are voluntary, a faculty member's declining a summer appointment shall not influence annual evaluation

results or reappointment and promotion decisions.

- (d) Faculty members shall not be required to undertake research or service work unrelated to course assignment during the summer without compensation.

**7.9 Summer Assignment Considerations.**

- (a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department.
- (b) The Division Director, Department Chair, or their designee who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.
- (c) Summer appointments shall be offered no later than three (3) weeks prior to the beginning of the appointment, if practicable.
- (d) In the event a faculty member does not receive a Summer Assignment, the faculty member may utilize the procedure set forth in Section 7.6.

**7.10 Summer Compensation for Nine-Month Faculty.**

- (a) A faculty member's summer employment contract shall specify the compensation provided for the appointment.
  - (1) For each credit hour assigned to be taught during the summer, the faculty member shall receive 4.167% of the faculty member's academic year rate of pay.
  - (2) The University may choose to offer, and the faculty member may choose to accept, higher compensation than that described in the previous section.
- (b) Other credit-generating activities such as thesis or dissertation supervision, directed independent studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be offered during the summer term for mutually agreed-to compensation for that specific activity separate from the compensation provided for any summer instructional assignment.
- (c) The University also reserves the right to employ faculty over the summer period for non-teaching duties, for agreed upon times and at a rate not below the faculty member's standard daily rate of pay.

**7.11 Considerations in Assignment for the Academic Professionals.** A work week for academic professionals will consist of a minimum of forty (40) hours. The University and UFF recognize that professional obligations undertaken by academic professionals will often require more than that minimum.

- (a) Subject to the provisions of this Agreement, the University has the right to determine the type of duties and responsibilities that comprise the professional obligation of an academic professional.
- (b) In making assignments or adjustments to assignments, the University shall consider the needs of the university and operational unit and the non-teaching academic professionals' preferences, qualifications and experiences, and professional development interests.