

**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.

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. A prescriptive, rigid, and uniform formula that inflexibly dictates annual workloads for individual faculty is not conducive to responding to these differences. This Agreement is intended to provide assignment flexibility, allowing for shifts in the emphasis placed on various duties throughout a faculty member's career.

The University and UFF recognize that it is a part of the faculty member's professional responsibility ~~of faculty members~~ to carry out ~~somea majority of their their~~ duties ~~in an appropriate manner and place~~ on campus. For eExamples of duties and activities which occur on campus during normal business hours, and may require attendance in-person, include, but are not limited to, whilerregularly scheduled instructional activities, scheduled office hours, departmental or University-wide meetings (ex. All Hands), and training sessions ~~and some other duties and responsibilities may be required to be performed.~~ Attendance in campus meetings by telephone is typically not an appropriate solution to executing a faculty member's duties. The University and UFF ~~at a specific time and place,~~ further recognize that other ~~non-scheduled duties activities are~~ may be more appropriately performed in a manner and place (i.e. off-campus location), as determined by the faculty member. 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. 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.

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

7.23 Considerations in Assignments for Teaching Faculty. -The University and UFF recognize that the Legislature has described the minimum full academic assignment as twelve (12) contact hours of instruction or equivalent research/scholarship/creative activity and service. The University and UFF also recognize that professional obligations undertaken by a faculty member will often be broader than that minimum.

(a) Any assignment of responsibilities that exceeds ~~twelve~~ fifteen (15) credit~~contact~~ hours in a fall or spring semester will be considered an overload.

(b) 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.

(c) Faculty will be provided an opportunity to express their preference for courses that they would like to teach and preferred schedules for delivery that adhere to the University established course scheduling standards. The chair shall provide the teaching faculty member with the opportunity to consult about the course schedule. The eChair, 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 when assigning courses and other responsibilities.

(d) The chair ~~Chair~~ shall inform the ~~teaching~~ faculty member of their course and service assignments and impact of any contemplated change in the faculty member's assigned allocations for teaching, research/scholarship/creative activity, and service. The chair shall offer the faculty member the opportunity to discuss their overall course and service assignment. ~~any such contemplated change.~~

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7.4 Assignment Notifications.

(a) Communication of Assignment to Faculty

- (1) A tentative assignment of responsibilities for the fall semester shall be provided no later than July 15.
- (2) A tentative assignment of responsibilities for the spring semester shall be provided no later than November 20.
- (3) The faculty member shall be notified of the final assignment in writing no later than two (2) weeks in advance of the starting date of each term.
- (4) New faculty members shall be informed of assigned duties as soon as can be done.

(a)(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 less than two (2) weeks prior to the beginning of the semester first class session.
- (3) If a faculty member has been assigned or reassigned a course fewer than two (2) weeks prior to the ~~first class session~~beginning of the semester, such circumstances shall be taken into consideration when reviewing student evaluations of the course.

7.54 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. However, the Chair must not put the faculty member's interest above those of the students.

7.5-6 Resolutions of Assignment Disputes.

A faculty member shall, upon written request, be granted a conference with the person

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responsible for making the assignment to express concerns. If the conference does not resolve the faculty member's concerns, the faculty member shall be granted, upon written request (Submission shall not exceed a single page, double-spaced, utilizing size 12 Times New Roman), and within three (3) calendar days, an opportunity to discuss those concerns with the Provost. A final decision shall be rendered within seven (7) calendar days of the Provost receiving the faculty member's written request. The faculty member shall perform the assignment until the final resolution of the matter as prescribed in this Agreement.

~~No faculty member's assignment shall be arbitrary or unreasonable.~~

~~(a) Assignments shall be deemed arbitrary or unreasonable if one or more of the following applies:~~

~~(b) The assignment was made without providing the faculty member the opportunity to consult about the assignment.~~

~~(a) After consulting with the faculty member, the University did not make a fair and reasonable attempt to accommodate the faculty member's circumstances. In this regard, ¶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.~~

~~(1)~~

~~i. Not all faculty assignment requests and circumstances can be accommodated, and that inability to accommodate does not in and of itself represent an arbitrary and unreasonable assignment.~~

~~(2)~~

~~ii. The time between the beginning of the first assignment and the end of the last assignment in one (1) day exceeds eight (8) hours, unless there is no practicable alternative.~~

~~(3)~~

~~(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 is less than twelve (12) hours, unless there is no practicable alternative.~~

~~— Assignments are subject to the provisions of the Grievance Procedure and Arbitration article.~~

~~(b)~~

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~~(e)(b)~~ If the provost denies a faculty member's request for re-assignment, the University shall provide the reason in writing to the faculty member, ~~with a copy provided to UFF.~~

~~(a)~~

7.6-7 Overload Assignments.

(a) An overload assignment is defined in 7.2 (a).

(b) As compensation for an overload assignment, the University shall offer a faculty member financial compensation based on a faculty member's academic year salary at a rate that is based on the fraction of academic year salary where the fraction is the number of overload credit hours (defined as credit hours assigned minus 15) divided by 30.

7.78 Summer Appointments and Assignments.

(a) Summer appointments are separate and distinct from the nine (9)-month academic year appointment and do not affect the faculty member's term of appointment.

~~(a)(b)~~ Summer assignments shall be offered based on student needs to qualified faculty members by the individual named in section 7.3c. The summer course schedule shall be developed considering available budget, student demand, and program and curricular needs of the department, college, and University. Faculty members that would like to teach in the summer should inform their Chair of their availability and which courses they are available to teach. The Chair will consider these requests 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.

(c) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours. In normal circumstances, a summer teaching assignment will not exceed eight credit hours. 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, minor curriculum development, lectures, evaluation of student efforts, consultations and

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conferences with students, and minor committee activities.

~~(b)~~(d) No faculty member with a nine (9) month appointment shall be required to accept a summer appointment.

~~(e)~~(e) Faculty members with a nine (9) month appointment who have not been assigned a summer course shall not be required to undertake committee work during the summer without compensation.

7.9

7.8 Summer Assignment of Responsibilities 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.

~~(a) The department officer (specified in section 7.3c) who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach. , not later than the end of the Fall semester.~~

(b)

(c) Summer appointments shall be offered no later than threefive (53) 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 7.5.

~~Each full-time nine (9) month faculty member, excluding visitors, who wishes to teach a course in the summer shall be guaranteed a course assignment, so long as the course to which the faculty member is assigned enrolls a sufficient number of students and the course is necessary to meet the program and curricular needs of the students in the programs in the department.~~

~~If sufficient student enrollment does not materialize in the course to which the faculty member is assigned, and this would result in the full-time nine (9) month faculty member not receiving a first summer course assignment, the faculty member shall be reassigned to an appropriate course that does have sufficient enrollment and is currently assigned to an adjunct. (1) This reassigned course shall be one that the faculty member has taught before or a new preparation that the faculty member has agreed to teach. (2) If a course reassignment is necessary, the faculty member shall be notified no later than one week in advance of the start date of the newly assigned course. In the event there is no such appropriate course currently assigned to an adjunct, the faculty member shall be given a~~

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~~one time “priority opportunity” for a first summer assignment in the following year. This means that the faculty member will be given the opportunity to select a course which he/she is qualified to teach, and be assigned to his/her selected summer course, before other first summer course assignments are made. However, this “priority opportunity” does not obviate the necessity of the course selected enrolling a sufficient number of students, and the course must be necessary to meet the program and curricular needs of the students in the programs in the department. In the event multiple faculty members are to be given such a “priority opportunity”, the opportunities shall be awarded by reference to Article 7.10 (e).~~

7.910 Summer Compensation.

(a) A faculty member’s summer employment contract shall specify the compensation provided for the appointment.

(1) For each credit hour 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 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 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.

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Considerations in Assignment for the Wellness Counselor and Assistant Librarian. A work week for non-teaching faculty will consist of a minimum of forty (40) hours. The University and UFF recognize that professional obligations undertaken by such faculty member 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 a Wellness Counselor and Assistant Librarian.

(a)(b) In making assignments, or adjustments to assignments, the University shall consider the needs of the unit and such faculty members' preferences, qualifications and experiences, and professional development interests.

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