

1 **ARTICLE 7**
2 **ASSIGNMENT OF RESPONSIBILITIES**

3 **7.1** **Policy.** The University and UFF agree that the assignment of responsibilities to faculty
4 members is one of the mechanisms by which the University establishes its priorities, carries
5 out its mission, and creates opportunities to increase the quality and integrity of its
6 academic programs.

7 **7.2** **Faculty Assignment.** Teaching, research, and service are integral parts of a faculty
8 member’s assignment. Instructors are not assigned research.

9 (a) The University and UFF recognize that there are legitimate differences in faculty
10 development needs within the academic and university community, in interests and
11 areas of expertise among faculty members, in conventions among academic
12 disciplines, in academic program needs, and in the needs of units employing faculty
13 members.

14 (1) A prescriptive, rigid, and uniform formula that inflexibly dictates annual
15 workloads for individual faculty is not conducive to responding to these
16 differences.

17 (2) This Agreement is intended to provide assignment flexibility, allowing for
18 shifts in the emphasis placed on various duties throughout a faculty
19 member’s career.

20 (b) The University and UFF recognize that it is a part of the faculty member’s
21 professional responsibility to carry out a majority of their duties on campus.

22 (1) Examples of duties and activities which occur on campus during normal
23 business hours, and may require attendance in-person, include, but are not
24 limited to, regularly scheduled instructional activities, scheduled office
25 hours, departmental or University-wide meetings, and training sessions.

26 (2) Physical or virtual attendance in campus meetings is determined by the
27 modality of the meeting, which is set by the chair of the meeting.

28 a. Virtual meetings do not require in-person attendance.

29 b. In-person meetings under normal circumstances require physical
30 presence on campus ~~although reasonable accommodations will be~~
31 ~~made by the chair of the meeting should requiring a physical~~
32 ~~presence in a meeting interfere with a faculty member’s other work~~
33 ~~duties (e.g. off-campus research).~~

34 (3) The University and UFF further recognize that other duties may be more
35 appropriately performed in a manner and place (i.e. off-campus location),

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1 as determined by the faculty member.

2 a. Regardless, a faculty member shall not choose to work off-campus
3 in a manner that materially affects their ability to perform their
4 duties, including those that involve interaction with students, other
5 faculty, and staff.

6 ~~a. A faculty member will not have negative repercussions in discipline,
7 evaluation, reappointment, or promotion solely from choosing to
8 work off-campus unless they have been previously informed in
9 writing that their proportion of off-campus work is excessive and
10 they have been given a reasonable opportunity to correct the issue.~~

11 (4) The University shall make a reasonable and good faith effort, consistent
12 with other provisions of this Agreement, to provide faculty members with
13 the necessary facilities and resources for carrying out their assigned duties
14 and responsibilities.

15 (c) Faculty members receive their assignments of duties and responsibilities, in
16 writing, from the University prior to the beginning of each new semester.

17 (1) Assignments generally include instruction, research, and service activities.

18 (2) Research and service may be assigned on a more flexible basis.

19 **7.3 Considerations in Assignments for Faculty.**

20 (a) The University and UFF recognize that the Legislature has described the minimum
21 full academic assignment as a minimum of twelve (12) contact hours of instruction
22 ~~or equivalent and that exceptions to this teaching load (for~~
23 ~~research/scholarship/creative activity and service) are at the discretion of university~~
24 management.

25 (b) The University and UFF also recognize that professional obligations undertaken by
26 a faculty member will often be broader than that minimum and ~~is~~are not easily
27 quantifiable.

28 (c) The University ~~recognizes~~and UFF recognize that it is management's
29 responsibility, to determine and ~~not the responsibility of the assign~~ faculty member,
30 ~~to ensure that a faculty member has a members their~~ workload ~~that meets the~~
31 ~~minimum full academic assignment defined in 7.3 (a).~~

32 (d) The University also recognizes that, to ensure quality of instruction and provide
33 opportunities for appropriate professional development, faculty should be assigned
34 more than twelve (12) credit hours of work in a fall or spring semester only in

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1 unusual circumstances.

- 2 (1) Any assignment of responsibilities that exceeds ~~fourteen (14)~~fifteen (15) credit hours in a fall or spring semester will be considered an overload.
- 3
- 4 (2) Any assignment that exceeds twelve (12) credit ~~or contact~~ hours in teaching (classroom instruction and teaching buyouts) for a fall or spring semester will be considered an overload.
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- 6
- 7 (3) ~~For the purposes of calculating a faculty member's workload to determine whether they have an overload: 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.~~
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- 12 (4) A credit hour of independent research or service is roughly equivalent to three (3) to four (4) hours of work per week over a fall or spring semester.
- 13
- 14 ~~a. The workload for teaching will be determined by the credit and contact hours for the course regardless of student enrollment in the class.~~
- 15
- 16
- 17 ~~b. If a faculty member is teaching a course for the first time at Florida Poly, they will receive one (1) additional credit hour.~~
- 18
- 19 ~~c. If a faculty member is teaching a course for the first time with an online component at Florida Poly, they will receive one (1) additional credit hour.~~
- 20
- 21
- 22 ~~d. The credit hour additions in 7.3 (d) (3) c. and d. may be additive meaning that a faculty member would receive two (2) additional credit hours if teaching a class for the first time that has an online component.~~
- 23
- 24
- 25
- 26 ~~e. Hiring committees are considered a normal part of service. However, should an employee be assigned to more than one hiring committee during an academic year, additional service credit hours shall be calculated according to the following formulas (note: these service credit hours are in addition to what the faculty member was assigned for their other service duties):~~
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- 32 ~~1. The chair of a hiring committee shall be given 0.1 credit hour of service per semester the hiring committee exists in addition to the credit hours calculated according to the formula below.~~
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- ~~2. — If the assignment is made in the fall semester with service on the committee to extend into the spring, the faculty member will be given the following service credit for each committee they serve on:

 - ~~(I) — 0.2 credit hour of service for a committee with fewer than 21 applicants.~~
 - ~~(II) — 0.3 credit hour of service for a committee with between 21 and 50 applicants.~~
 - ~~(III) — 0.4 credit hour of service for a committee with more than 50 applicants.~~~~
- ~~3. — If the assignment is made in a given semester to be completed in that semester, the faculty member will be given the following service credit for each committee they serve on:

 - ~~(I) — 0.4 credit hour of service for a committee with fewer than 21 applicants.~~
 - ~~(II) — 0.6 credit hour of service for a committee with between 21 and 50 applicants.~~
 - ~~(III) — 0.8 credit hour of service for a committee with more than 50 applicants.~~~~
- ~~4. — The number of applicants in the hiring pool shall be determined on the date on which candidate interviews begin.~~
- ~~5. — If an overload results from hiring committee service, overload pay will backdate to the day on which the faculty member was assigned to the hiring committee.~~

(e) 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.

(f) 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.

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- 1 (g) Faculty will be provided an opportunity to express their preference for courses that
- 2 they would like to teach and preferred schedules for delivery that adhere to
- 3 University established course scheduling standards.
- 4 (h) When assigning courses and other responsibilities, the Chair, or in the absence of
- 5 Chair, the Director or Provost, will consider these requests in addition to other
- 6 considerations such as workload assignment fairness, providing an appropriate
- 7 learning environment for students, upholding appropriate academic standards, and
- 8 facilitating student success.
- 9 (i) The Chair shall inform the faculty member of their course and service assignments
- 10 and shall offer the faculty member the opportunity to discuss their overall course
- 11 and service assignments.

12 **7.4 Assignment Notification**

- 13 (a) Communication of Assignment to Faculty
- 14 (1) A tentative assignment of responsibilities, including the modalities for all
- 15 courses to be taught, for the fall semester shall be provided no later than
- 16 July 15.
- 17 (2) A tentative assignment of responsibilities, including the modalities for all
- 18 courses to be taught, for the spring semester shall be provided no later than
- 19 November 20.
- 20 (3) Assignments include the course modality, which is solely determined by the
- 21 University.
- 22 (4) The faculty member shall be notified of the final assignment, including the
- 23 modalities of all courses to be taught, in writing no later than two (2) weeks
- 24 in advance of the starting date of each semester. A faculty member’s
- 25 assignment for the spring semester shall also include the end date for ~~the~~
- 26 ~~spring semester~~ their academic year contract (i.e. when nine-month faculty
- 27 go “off contract”). Alternatively, the university may inform the faculty as a
- 28 body in writing of the ~~spring semester~~ academic year end date by the end of
- 29 the first week of classes during the spring semester.
- 30 (5) The faculty member shall receive their draft Faculty Assignment of
- 31 Responsibilities and Effort (FARE) Report no later than the Monday of the
- 32 ~~second~~ third full week of classes during the fall and spring semesters.
- 33 (6) New faculty members shall be informed of assigned duties as soon as
- 34 practicable.

35 (b) Change in Assignment

- 36 (1) If it should become necessary to make changes in a faculty member’s

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

4 (2) The University shall make a good faith effort not to change a faculty
5 member’s teaching assignment, including a change in course modality,
6 fewer than two (2) weeks prior to the beginning of the semester.

7 (3) If a faculty member has been assigned or reassigned a course or a course’s
8 modality has been changed fewer than two (2) weeks prior to the beginning
9 of the semester, ~~student evaluations for that course will not be considered~~
10 ~~for the purposes of evaluation, reappointment, or promotion, unless the~~
11 ~~faculty member asks that they be included in such considerations. The~~
12 ~~university will notify faculty members of this fact when making such a~~
13 ~~change.~~ such circumstances will be taken into account when reviewing the
14 faculty members’ performance.

15 **7.5 Equitable Opportunity.** To the extent feasible, each faculty member will be given
16 assignments that provide equitable opportunities in relation to other faculty members, to
17 meet required criteria for annual evaluations, reappointment, and promotion.

18 **7.6 Resolutions of Assignment Disputes.**

19 (a) A faculty member shall be granted, upon written request, a conference with the
20 person responsible for making the assignment to express concerns. The conference
21 shall occur within five days of the request. If the person responsible for making the
22 assignment is unavailable in this time period, the Provost or designee will conduct
23 the meeting.

24 (1) If the conference with the person responsible for making the assignment
25 does not resolve the faculty member’s concerns, the faculty member shall
26 be granted, upon written request an opportunity to discuss those concerns
27 with the Division Director. If the faculty member is not part of a Division,
28 or if the Division Director is not available, the discussion will be held with
29 the Provost or designee.

30 a. The written submission shall not exceed a single page, double-
31 spaced, in Times New Roman 12-point font.

32 b. The written request must be received no later than three (3) days
33 after the initial conference with the person responsible for making
34 the assignment.

35 c. This discussion will be held within three (3) days of receipt of the
36 written request.

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1 (2) A final decision shall be rendered within seven (7) calendar days of the
2 Division Director or Provost (or designee) receiving the faculty member’s
3 written request.

4 (3) The faculty member shall perform the assignment until the final resolution
5 of the matter as prescribed in this Agreement.

6 (b) The parties recognize the following factors are critical to assignments:

7 (1) Assignments are driven primarily by the program and curricular needs of
8 the students in the programs in the department. The preferences and desires
9 of faculty members are secondary to those program and curricular needs.

10 (2) Not all faculty assignment requests and circumstances can be
11 accommodated, and that inability to accommodate does not represent in and
12 of itself an arbitrary and unreasonable assignment.

13 (3) The time between the beginning of the first assignment and the end of the
14 last assignment in one (1) day should not exceed nine (9) hours, unless there
15 is no practicable alternative.

16 (4) The time between the end of the last assignment on one (1) day and the
17 beginning of the first assignment for the next day should not be less than
18 twelve (12) hours, unless there is no practicable alternative.

19 (c) If the Director or Provost denies a faculty member’s request for re-assignment, the
20 University shall provide the reason in writing to the faculty member.

21 **7.7 Overload Assignments.**

22 (a) An overload assignment is defined in ~~7.3(e)~~7.3(d)(1).

23 (b) As compensation for an overload assignment, the faculty member shall receive
24 4.167% of the faculty member’s academic year rate of pay for each credit hour of
25 overload assignment.

26 **7.8 Summer Appointments and Assignments.**

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

29 (1) Summer assignments shall be offered based on student needs to qualified
30 faculty members by the individual named in section ~~7.3(g)~~7.3(g).

31 (2) The summer course schedule shall be developed considering available
32 budget, student demand, and program and curricular needs of the
33 department, division, and University.

34 (3) Department chairs will formally ask all faculty in their department in
35 writing if they would like to teach in the summer, and if so, which courses

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1 they would prefer to teach. The ~~chair will set a clear~~ deadline for faculty
2 responses will be March 10th. That deadline will be at least one (1) week
3 after the chair’s written request.

4 (4) The Chair will consider these faculty requests to teach in addition to other
5 considerations such as workload assignment distribution, budgetary
6 constraints, providing an appropriate learning environment for students,
7 upholding appropriate academic standards, and facilitating student success.

8 (b) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours.

9 (1) In normal circumstances, a summer teaching assignment will not exceed
10 eight credit hours.

11 (2) The summer instructional assignment, like that for the fall and spring
12 semesters, includes the normal activities related to such an assignment as
13 defined by the department/unit and the nature of the course, such as course
14 preparation and coordination, minor curriculum development, lectures,
15 evaluation of student efforts, and consultations and conferences with
16 students.

17 (c) No faculty member with a nine (9)-month appointment shall be required to accept
18 a summer appointment. As summer appointments are voluntary, a faculty
19 member’s ~~turning down~~declining a summer appointment shall not influence annual
20 evaluation results or reappointment and promotion decisions.

21 (d) Faculty members shall not be required to undertake committee and other service
22 work during the summer without compensation ~~for that committee and service~~
23 ~~work. Notwithstanding the previous, the university may communicate with faculty~~
24 ~~members without a summer appointment about necessary administrative matters~~
25 ~~during the summer. As the faculty member is not under contract, neither~~
26 ~~disciplinary action nor any other negative repercussions in regards to annual~~
27 ~~evaluations, reappointment, or promotions can result from the faculty member’s~~
28 ~~failure to respond to the communication.~~

29 **7.9 Summer Assignment Considerations.**

30 (a) The summer course schedule shall be developed to meet the program and curricular
31 needs of the students in the programs in the department.

32 (b) ~~The department officer (specified in Section 7.3(g))~~The Division Director,
33 Department Chair, or their designee who schedules summer courses shall consult
34 with the faculty members about which courses they are qualified and available to
35 teach.

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1 (c) Summer appointments shall be offered no later than three (3) weeks prior to the
2 beginning of the appointment, if practicable.

3 (d) In the event a faculty member does not receive a Summer Assignment, the faculty
4 member may utilize the procedure set forth in Section 7.6.

5 **7.10 Summer Compensation for Nine-Month Faculty.**

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

8 (1) For each credit hour assigned to be taught during the summer, the faculty
9 member shall receive 4.167% of the faculty member’s academic year rate
10 of pay.

11 (2) The University may choose to offer, and the faculty member may choose to
12 accept, higher compensation than that described in the previous section.

13 (b) Other credit-generating activities such as thesis or dissertation supervision, directed
14 independent studies, supervised teaching or research, or supervision of student
15 interns, as well as research or service activities, may be offered during the summer
16 term for mutually agreed-to compensation for that specific activity separate from
17 the compensation provided for any summer instructional assignment.

18 (c) The University also reserves the right to employ faculty over the summer period
19 for non-teaching duties, for agreed upon times and at a rate not below the faculty
20 member’s standard daily rate of pay.

21 **7.11 Considerations in Assignment for the Academic Professionals.** A work week for
22 academic professionals will consist of a minimum of forty (40) hours. The University and
23 UFF recognize that professional obligations undertaken by academic professionals will
24 often require more than that minimum.

25 (a) Subject to the provisions of this Agreement, the University has the right to
26 determine the type of duties and responsibilities that comprise the professional
27 obligation of an academic professional.

28 (b) In making assignments or adjustments to assignments, the University shall consider
29 the needs of the unit and such non-teaching academic professionals’ preferences,
30 qualifications and experiences, and professional development interests.

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