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**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.

(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

41 and responsibilities.

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

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

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

46 **7.3 Considerations in Assignments for Faculty.**

47 (a) The University and UFF recognize that the Legislature has described the minimum  
48 full academic assignment as a minimum of twelve (12) contact hours and that  
49 exceptions to this teaching load (for research/scholarship/creative activity and  
50 service) are at the discretion of university management.

51 (b) The workload for a course will be determined by the credit hour and faculty  
52 assignments will be based on a credit hour minimum and maximum.

53 (c) The University and UFF also recognize that professional obligations undertaken by  
54 a faculty member will often be broader than that minimum and are not easily  
55 quantifiable.

56 (d) The University and UFF recognize that it is management's responsibility to  
57 determine and assign faculty members their workload.

58 (e) An employee who does not have sufficient workload is expected to work  
59 collaboratively with their supervisor to identify opportunities to be fully utilized.

60 (f) The University also recognizes that, to ensure quality of instruction and provide  
61 opportunities for appropriate professional development, faculty should be assigned  
62 more than twelve (12) credit hours of work in a fall or spring semester only in  
63 unusual circumstances.

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

66 (2) Any assignment that exceeds twelve (12) credit hours in teaching  
67 (classroom instruction and teaching buyouts) for a fall or spring semester  
68 will be considered an overload.

69 (3) When making assignments, the Chair should consider a credit hour of  
70 independent research, directed research, service, or instructional  
71 development as roughly equivalent to three (3) or four (4) hours of work per  
72 week over a fall or spring semester.

73 (g) Subject to the provisions of this Agreement, the University has the right to  
74 determine the type of duties and responsibilities that comprise the professional  
75 obligation and to determine the relative proportion of effort a faculty member may  
76 be required to expend on the various components.

77 (h) Furthermore, the University properly has the obligation constantly to monitor and  
78 review the size and number of classes and other instructional activities, such as  
79 laboratories, field experiences, and internships, to consolidate inappropriately small

- 80 offerings, and to reduce inappropriately large classes.
- 81 (i) Faculty will be provided an opportunity to express their preference for their  
82 assignment of responsibilities, including which courses that they would like to  
83 teach and their preferred schedules for course delivery that adhere to University  
84 established course scheduling standards.
- 85 (j) When assigning courses and other responsibilities, the Chair, or in the absence of  
86 Chair, the Director or Provost, will consider these requests in addition to other  
87 considerations such as workload assignment fairness, providing an appropriate  
88 learning environment for students, upholding appropriate academic standards, and  
89 facilitating student success.
- 90 (k) The Chair shall inform the faculty member of their course and service assignments  
91 and shall offer the faculty member the opportunity to discuss their overall course  
92 and service assignments.

93 **7.4 Assignment Notification**

- 94 (a) Faculty preference for schedules and courses
- 95 (1) Department Chairs will endeavor to ask faculty at the end of week three  
96 what courses they would prefer to teach, and their preferred schedules for  
97 teaching.
- 98 (2) Faculty will provide their input at the end of week four on their course and  
99 schedule preferences.
- 100 (3) When scheduling courses, availability of rooms and managing course  
101 availability for students, including managing course conflicts shall take  
102 priority over faculty preference.
- 103 (4) Faculty may request a meeting with their chair regarding their course  
104 assignment. Meetings should be requested before the opening of course  
105 registration. If practical, the chair will meet with faculty members who  
106 request a meeting.
- 107 (b) Communication of Assignment to Faculty
- 108 (1) A tentative assignment of responsibilities, including the modalities for all  
109 courses to be taught, for the fall semester shall be provided no later than  
110 July 15.
- 111 (2) A tentative assignment of responsibilities, including the modalities for all  
112 courses to be taught, for the spring semester shall be provided no later than  
113 November 20.
- 114 (3) Assignments include the course modality, which is solely determined by the  
115 University.
- 116 (4) The faculty member shall be notified of the final assignment, including the  
117 modalities of all courses to be taught, in writing no later than two (2) weeks  
118 in advance of the starting date of each semester. A faculty member's  
119 assignment for the spring semester shall also include the end date for their  
120 academic year contract (i.e. when nine-month faculty go "off contract").

121 Alternatively, the university may inform the faculty as a body in writing of  
122 the academic year end date by the end of the first week of classes during the  
123 spring semester.

124 (5) The faculty member shall receive their draft Faculty Assignment of  
125 Responsibilities and Effort (FARE) Report no later than the Monday of the  
126 third full week of classes during the fall and spring semesters.

127 (6) New faculty members shall be informed of assigned duties as soon as  
128 practicable.

129 (c) Change in Assignment

130 (1) If it should become necessary to make changes in a faculty member's  
131 assignment, the person responsible for making the change shall notify the  
132 faculty member as soon as practicable prior to making such changes and  
133 shall specify the changes and the reason for the changes in writing.

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

137 (3) If a faculty member has been assigned or reassigned a course or a course's  
138 modality has been changed fewer than two (2) weeks prior to the beginning  
139 of the semester, such circumstances will be taken into account when  
140 reviewing the faculty members' performance.

141 **7.5 Equitable Opportunity.** To the extent feasible, each faculty member will be given  
142 assignments that provide equitable opportunities in relation to other faculty members, to  
143 meet required criteria for annual evaluations, reappointment, and promotion.

144 **7.6 Resolutions of Assignment Disputes.**

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

150 (1) If the conference with the person responsible for making the assignment  
151 does not resolve the faculty member's concerns, the faculty member shall  
152 be granted, upon written request, an opportunity to discuss those concerns  
153 with the Provost or designee.

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

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

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

- 161 (2) A final decision shall be rendered within seven (7) calendar days of the  
162 Division Director or Provost (or designee) receiving the faculty member's  
163 written request.  
164 (3) The faculty member shall perform the assignment until the final resolution  
165 of the matter as prescribed in this Agreement.
- 166 (b) The parties recognize the following factors are critical to assignments:
- 167 (1) Assignments are driven primarily by the program and curricular needs of  
168 the students in the programs in the department. The preferences and desires  
169 of faculty members are secondary to those program and curricular needs.  
170 (2) Not all faculty assignment requests and circumstances can be  
171 accommodated, and that inability to accommodate does not represent in and  
172 of itself an arbitrary and unreasonable assignment.  
173 (3) The time between the beginning of the first assignment and the end of the  
174 last assignment in one (1) day should not exceed nine (9) hours, unless there  
175 is no practicable alternative.  
176 (4) The time between the end of the last assignment on one (1) day and the  
177 beginning of the first assignment for the next day should not be less than  
178 twelve (12) hours, unless there is no practicable alternative.
- 179 (c) If the Director or Provost denies a faculty member's request for re-assignment, the  
180 University shall provide the reason in writing to the faculty member.

181 **7.7 Overload Assignments.**

- 182 (a) An overload assignment is defined in 7.3(d)(1).  
183 (b) As compensation for an overload assignment, the faculty member shall receive  
184 4.167% of the faculty member's academic year rate of pay for each credit hour of  
185 overload assignment.

186 **7.8 Summer Appointments and Assignments.**

- 187 (a) Summer appointments are separate and distinct from the nine (9)-month academic  
188 year appointment.
- 189 (1) The summer course schedule shall be developed by the department chair (or  
190 designee) in consultation with the Director (if present) and Provost and will  
191 consider available budget, student demand, and program and curricular  
192 needs of the department, division, and University.  
193 (2) Department chairs will formally ask all faculty in their department in  
194 writing if they would like to teach in the summer, and if so, which courses  
195 they would prefer to teach. That deadline will be at least one (1) week after  
196 the chair's written request.  
197 (3) The Chair will consider these faculty requests to teach in addition to other  
198 considerations such as workload assignment distribution, budgetary  
199 constraints, providing an appropriate learning environment for students,  
200 upholding appropriate academic standards, and facilitating student success.

- 201 (b) A full-time (1.0) FTE summer assignment shall consist of teaching 7.4 credit hours.  
202 (1) In normal circumstances, a summer teaching assignment will not exceed  
203 eight (8) credit hours.  
204 (2) The summer instructional assignment, like that for the fall and spring  
205 semesters, includes the normal activities related to such an assignment as  
206 defined by the department/unit and the nature of the course, such as course  
207 preparation and coordination, minor curriculum development, lectures,  
208 evaluation of student efforts, and consultations and conferences with  
209 students.
- 210 (c) No faculty member with a nine (9)-month appointment shall be required to accept  
211 a summer appointment. As summer appointments are voluntary, a faculty  
212 member's declining a summer appointment shall not influence annual evaluation  
213 results or reappointment and promotion decisions.
- 214 (d) Faculty members shall not be required to undertake research or service work  
215 unrelated to course assignment during the summer without compensation.

216 **7.9 Summer Assignment Considerations.**

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

226 **7.10 Summer Compensation for Nine-Month Faculty.**

- 227 (a) A faculty member's summer employment contract shall specify the compensation  
228 provided for the appointment.
- 229 (1) For each credit hour assigned to be taught during the summer, the faculty  
230 member shall receive 4.167% of the faculty member's academic year rate  
231 of pay.
- 232 (2) The University may choose to offer, and the faculty member may choose to  
233 accept, higher compensation than that described in the previous section.
- 234 (b) Other credit-generating activities such as thesis or dissertation supervision, directed  
235 independent studies, supervised teaching or research, or supervision of student  
236 interns, as well as research or service activities, may be offered during the summer  
237 term for mutually agreed-to compensation for that specific activity separate from  
238 the compensation provided for any summer instructional assignment.
- 239 (c) The University also reserves the right to employ faculty over the summer period

240 for non-teaching duties, for agreed upon times and at a rate not below the faculty  
241 member's standard daily rate of pay.

242 **7.11 Considerations in Assignment for the Academic Professionals.** A work week for  
243 academic professionals will consist of a minimum of forty (40) hours. The University and  
244 UFF recognize that professional obligations undertaken by academic professionals will  
245 often require more than that minimum.

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

249 (b) In making assignments or adjustments to assignments, the University shall consider  
250 the needs of the university and operational unit and the non-teaching academic  
251 professionals' preferences, qualifications and experiences, and professional  
252 development interests.

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For the University

David Fugett Digitally signed by David Fugett  
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David Fugett  
General Counsel

Date \_\_\_\_\_

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For the UFF

  
Wylie Lenz  
Chief Negotiator

Date 4/19/2024

