

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 ~~(ex. All Hands)~~, and
26 training sessions.

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

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

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

35 ~~c. Generally, department meetings and the majority of committee~~
36 ~~meetings will be conducted in-person.~~

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1 (3) The University and UFF further recognize that other duties may be more
2 appropriately performed in a manner and place (i.e. off-campus location),
3 as determined by the faculty member.

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

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

13 ~~b.~~ ~~Likewise, faculty are expected to be present on campus for in-person~~
14 ~~classes, in person meetings, and other work events requiring~~
15 ~~physical presence and must be available for these activities during~~
16 ~~normal business hours, five days a week.~~

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

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

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

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

25 **7.3 Considerations in Assignments for Faculty.**

26 (a) The University and UFF recognize that the Legislature has described the minimum
27 full academic assignment as twelve (12) contact hours of instruction or equivalent
28 research/scholarship/creative activity and service.

29 (b) The University and UFF also recognize that professional obligations undertaken by
30 a faculty member will often be broader than that minimum and is not easily
31 quantifiable.

32 ~~(b)~~(c) The University recognizes that it is management’s responsibility, and not the
33 responsibility of the faculty member, to ensure that a faculty member has a
34 workload that meets the minimum full academic assignment defined in 7.3 (a).

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1 ~~(e)~~(d) The University also recognizes that, to ensure quality of instruction and provide
2 opportunities for appropriate professional development, faculty should be assigned
3 more than twelve (12) credit hours of work in a fall or spring semester only in
4 unusual circumstances.

5 (1) Any assignment of responsibilities that exceeds ~~fourteen~~~~fifteen~~ (14~~5~~) credit
6 hours in a fall or spring semester will be considered an overload.

7 (2) Any assignment that exceeds twelve (12) credit ~~hours~~~~or contact hours~~ in
8 teaching (classroom instruction and teaching buyouts) for a fall or spring
9 semester will be considered an overload.

10 ~~(3) When making assignments, the Chair should consider a credit hour of~~
11 ~~independent research or service as roughly equivalent to three (3) to four~~
12 ~~(4) hours of work per week over a fall or spring semester.~~ For the purposes
13 of calculating a faculty member’s workload to determine whether they have
14 an overload:

15 a. When making assignments, the Chair should consider a ~~A~~ credit
16 hour of independent research or service is roughly equivalent to
17 three (3) to four (4) hours of work per week over a fall or spring
18 semester.

19 b. The workload for teaching will be determined by the credit and
20 contact hours for the course regardless of student enrollment in the
21 class.

22 c. If a faculty member is teaching a course for the first time at Florida
23 Poly, they will receive one (1) additional credit hour.

24 d. If a faculty member is teaching a course for the first time with an
25 online component at Florida Poly, they will receive one (1)
26 additional credit hour.

27 e. The credit hour additions in 7.3 (d) (3) c. and d. may be additive
28 meaning that a faculty member would receive two (2) additional
29 credit hours if teaching a class for the first time that has an online
30 component.

31 f. Hiring committees are considered a normal part of service.
32 However, should an employee be assigned to more than one hiring
33 committee during an academic year, additional service credit hours
34 shall be calculated according to the following formulas (note: these
35 service credit hours are in addition to what the faculty member was
36 assigned for their other service duties):

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- 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.
- 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.
- 4.5. 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.

~~(d)~~(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.

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1 ~~(e)~~(f) Furthermore, the University properly has the obligation constantly to monitor and
2 review the size and number of classes and other instructional activities, such as
3 laboratories, field experiences, and internships, to consolidate inappropriately small
4 offerings, and to reduce inappropriately large classes.

5 ~~(f)~~(g) Faculty will be provided an opportunity to express their preference for courses that
6 they would like to teach and preferred schedules for delivery that adhere to
7 University established course scheduling standards.

8 ~~(g)~~(h) When assigning courses and other responsibilities, the Chair, or in the absence of
9 Chair, the Director or Provost, will consider these requests in addition to other
10 considerations such as workload assignment fairness, providing an appropriate
11 learning environment for students, upholding appropriate academic standards, and
12 facilitating student success.

13 ~~(h)~~(i) The Chair shall inform the faculty member of their course and service assignments
14 and shall offer the faculty member the opportunity to discuss their overall course
15 and service assignments.

16 **7.4 Assignment Notification**

17 **(a) Communication of Assignment to Faculty**

18 **(1)** A tentative assignment of responsibilities, including the modalities for all
19 courses to be taught, for the fall semester shall be provided no later than
20 July 15.

21 **(2)** A tentative assignment of responsibilities, including the modalities for all
22 courses to be taught,s for the spring semester shall be provided no later than
23 November 20.

24 **(3)** Assignments include the course modality, which is solely determined by the
25 University.

26 **(4)** The faculty member shall be notified of the final assignment, including the
27 modalities of all courses to be taught, in writing no later than two (2) weeks
28 in advance of the starting date of each semester. A faculty member's
29 assignment for the spring semester shall also include the end date for the
30 spring semester (i.e. when nine-month faculty go "off contract").
31 Alternatively, the university may inform the faculty as a body in writing of
32 the spring semester end date by the end of the first week of classes during
33 the spring semester.

34 ~~(4)~~(5) The faculty member shall receive their Faculty Assignment of
35 Responsibilities and Effort (FARE) Report no later than the Monday of the
36 second full week of classes during the fall and spring semesters.

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1 ~~(5)~~(6) New faculty members shall be informed of assigned duties as soon as
2 practicable.

3 (b) Change in Assignment

4 (1) If it should become necessary to make changes in a faculty member’s
5 assignment, the person responsible for making the change shall notify the
6 faculty member as soon as practicable prior to making such changes and
7 shall specify the changes and the reason for the changes in writing.

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

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

19 7.5 Equitable Opportunity. To the extent feasible, each faculty member will be given
20 assignments that provide equitable opportunities in relation to other faculty members, to
21 meet required criteria for annual evaluations, reappointment, and promotion.

22 7.6 Resolutions of Assignment Disputes.

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

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

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

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- 1 **b.** The written request must be received no later than three (3) days
- 2 after the initial conference with the person responsible for making
- 3 the assignment.
- 4 **c.** This discussion will be held within three (3) days of receipt of the
- 5 written request.
- 6 **(2)** A final decision shall be rendered within seven (7) calendar days of the
- 7 Division Director or Provost (or designee) receiving the faculty member’s
- 8 written request.
- 9 **(3)** The faculty member shall perform the assignment until the final resolution
- 10 of the matter as prescribed in this Agreement.
- 11 **(b)** The parties recognize the following factors are critical to assignments:
- 12 **(1)** Assignments are driven primarily by the program and curricular needs of
- 13 the students in the programs in the department. The preferences and desires
- 14 of faculty members are secondary to those program and curricular needs.
- 15 **(2)** Not all faculty assignment requests and circumstances can be
- 16 accommodated, and that inability to accommodate does not represent in and
- 17 of itself an arbitrary and unreasonable assignment.
- 18 **(3)** The time between the beginning of the first assignment and the end of the
- 19 last assignment in one (1) day should not exceed nine (9) hours, unless there
- 20 is no practicable alternative.
- 21 **(4)** The time between the end of the last assignment on one (1) day and the
- 22 beginning of the first assignment for the next day should not be less than
- 23 twelve (12) hours, unless there is no practicable alternative.
- 24 **(c)** If the Director or Provost denies a faculty member’s request for re-assignment, the
- 25 University shall provide the reason in writing to the faculty member.

26 **7.7 Overload Assignments.**

- 27 **(a)** An overload assignment is defined in ~~7.3(d)(1)~~~~7.3(ea)~~ ~~and 7.3(b)~~.
- 28 **(b)** As compensation for an overload assignment, the faculty member shall receive
- 29 4.167% of the faculty member’s academic year rate of pay for each credit hour of
- 30 overload assignment.

31 **7.8 Summer Appointments and Assignments.**

- 32 **(a)** Summer appointments are separate and distinct from the nine (9)-month academic
- 33 year appointment and do not affect the faculty member’s term of appointment.
- 34 **(1)** Summer assignments shall be offered based on student needs to qualified

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1 faculty members by the individual named in section ~~7.3(g)~~~~7.3(ge)~~ or (f).

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

5 ~~(3) By March 5, department chairs will formally ask faculty if they would like
6 to teach in the summer and, if so, which courses they would prefer to teach.
7 Faculty response must be received by March 10.~~

8 (3) Department chairs will formally ask all faculty in their department in
9 writing if they would like to teach in the summer, and if so, which courses
10 they would prefer to teach. The chair will set a clear deadline for faculty
11 responses. That deadline will be at least one (1) week after the chair's
12 written request.

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

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

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

20 (2) The summer instructional assignment, like that for the fall and spring
21 semesters, includes the normal activities related to such an assignment as
22 defined by the department/unit and the nature of the course, such as course
23 preparation and coordination, minor curriculum development, lectures,
24 evaluation of student efforts, and consultations and conferences with
25 students, ~~and minor committee activities.~~

26 (c) No faculty member with a nine (9)-month appointment shall be required to accept
27 a summer appointment. As summer appointments are voluntary, a faculty
28 member's turning down a summer appointment shall not influence annual
29 evaluation results or reappointment and promotion decisions.

30 (d) Faculty members ~~with a nine (9)-month appointment who have not been assigned
31 a summer course and who are not receiving other summer compensation from the
32 University~~ shall not be required to undertake committee and other service work
33 during the summer without compensation for that committee and service work.
34 Notwithstanding the previous, the university may communicate with faculty
35 members without a summer appointment about necessary administrative matters
36 during the summer. As the faculty member is not under contract, neither
37 disciplinary action nor any other negative repercussions in regards to annual

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evaluations, reappointment, or promotions can result from the faculty member's failure to respond to the communication.

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 department officer (specified in Section ~~7.3(g)~~~~7.3(e)~~ ~~or (f)~~) 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

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- 1 determine the type of duties and responsibilities that comprise the professional
2 obligation of an academic professional.
- 3 **(b)** In making assignments or adjustments to assignments, the University shall consider
4 the needs of the unit and such non-teaching academic professionals' preferences,
5 qualifications and experiences, and professional development interests.

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