

ARTICLE 9
ASSIGNMENT OF RESPONSIBILITIES

9.1 Policy. The professional obligation is comprised of both scheduled and nonscheduled activities. The parties recognize that it is a part of the professional responsibility of faculty members to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other nonscheduled activities are more appropriately performed in a manner and place determined by the faculty member in consultation with his/her supervisor.


9.2 Considerations in Assignment.

(a) The faculty member shall be granted, upon written request, a conference with the person responsible for making the assignment (**the assigner**) to express concerns regarding:

- (1) the needs of the program or department/unit;
- (2) the faculty member's qualifications and experiences, including professional growth and development and preferences;
- (3) the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the faculty member has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, the number of preparations required, the faculty member's assignments in other semesters, the terms and conditions of a contract or grant from which the faculty member is compensated, the use of instructional technology and/or distance learning, the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member; and
- (4) the opportunity to fulfill applicable criteria for tenure, promotion, and merit salary increases.

(b) If the conference with the ~~person responsible for making the assignment~~ **assigner** does not resolve the faculty member's concerns, the faculty member shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

(c) The Board and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional faculty members is not easily susceptible of quantification. The University has the right, in making assignments, to determine the

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types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort a faculty member may be required to expend on the various components of the obligation.

(d) Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

(e) No faculty member’s assignment shall be imposed arbitrarily or unreasonably. If a faculty member believes that the assignment has been so imposed, the faculty member should proceed to address the matter through the procedures in Appendix “H” of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to faculty member assignments are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

9.3 Annual Assignment.

(a) Communication of Assignment. Faculty members shall be apprised in writing, at the beginning of their employment and **at prior to** the beginning of each **academic** year of employment thereafter, of the duties assigned in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year.

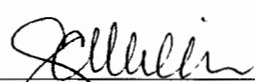
(1) Except for an assignment made at the beginning of a faculty member’s employment, the ~~person responsible for making an assignment~~ **assigner** shall notify the faculty member prior to making the final written assignment. The assignment shall be communicated to faculty members no later than ~~six (6)~~ **eight (8)** weeks in advance of its starting date, if ~~practicable~~ **unless impracticable**.

(2) The final assignment shall be communicated using an Assignment of Responsibilities (AOR) form approved by the Dean of the Faculties. The faculty member shall sign and date the form, and be provided with a copy.

(3) The signature of the faculty member certifies that the faculty member has been given an opportunity to discuss the assignment, and that the final assignment has been communicated. All faculty members shall sign the form to indicate receipt. Those who want to dispute an assignment should refer to the procedures in Appendix H of this Agreement.

(4) The date of receipt of the assignment by a faculty member shall be the date that the faculty member signs the AOR form. If the faculty member refuses to sign the form, the date shall be established by sending a copy of the form to the faculty member by certified mail with return receipt, or by signature of a third-party witness.

(5) After the final assignment has been communicated to the faculty member, the assigner shall deliver the AOR form to the dean or, if the assigner is a dean, to the Dean of the Faculties, for approval. The form will be

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returned to the assigner within 60 days of receipt, either indicating approval or directing a change in the assignment.

(b) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any. Determination of the level of effort (FTE) required to perform a given teaching assignment shall take into consideration the factors listed in 9.2(a)(3) and the principle of equity relative to the assignments of other faculty members in the same department/unit.

(c) Change in Assignment. Should it become necessary to make changes in a faculty member’s assignment, the person responsible for making the change shall notify the faculty member prior to making such change and shall ~~specify such change in writing~~ **document and communicate the changed assignment as specified in 9.3 (a) above.**

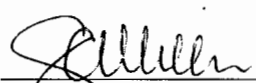
(d) Equitable Opportunity. Each faculty member shall be given assignments that provide equitable opportunities, in relation to other faculty members in the same department/unit, to meet the required criteria for promotion, tenure, and merit salary increases.

(1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the University shall not be less than four years. The faculty member’s annual assignments shall be included in the promotion file.

(2) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The faculty member’s annual assignments shall be included in the tenure file.

(3) If an arbitrator determines that the faculty member was not provided an “equitable opportunity” as described in this section, the arbitrator may award additional employment requiring the University to provide the “equitable opportunity” as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such “equitable opportunity.”

(e) Review. The written Assignment of Responsibilities (AOR) shall be reviewed by the administrative officer responsible for review of the annual performance evaluation, specified in 10.5(c). The reviewer will normally be the Dean of the College or School in which the faculty member holds the faculty position. When the Dean of a School or College is the assigner, the Assignment of Responsibilities shall be reviewed by the Dean of the Faculties. The reviewer will check that the AOR is submitted for

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review in a timely fashion and contains a level of detail appropriate for forming the basis for the annual performance evaluation.

9.4 Summer Assignment.

(a) The summer instructional assignment, like that for the academic year, 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 conferences with students, and minor committee activities.

(b) When a summer instructional appointment immediately follows the academic year appointment, the faculty member may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

9.5 Place of Employment.

(a) Principal. Each faculty member shall be assigned one principal place of employment, as stated on the University employment contract. Where possible, a faculty member shall be given at least nine (9) months notice of a change in principal place of employment. The faculty member shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in Section 9.3, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

(b) Secondary. Each faculty member, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the faculty member's principal place of employment. The faculty member shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. If the assignment to a secondary place of employment is made within a regular full-time appointment, the ~~supervisor~~ **assigner** is encouraged to make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals, for all assignments not at the faculty member's principal place of employment shall be paid at the state rate and in accordance with the applicable provisions of state law.

9.6 Teaching Schedule. Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

9.7 Equipment. When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The Board and the

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UFF are committed to seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for maintaining an adequate inventory of technologically current equipment.

9.8 Workweek. Scheduled hours for all faculty members shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the faculty member, when a part of the assigned duties. ~~Supervisors are~~ The assigner is encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when a faculty member is on call. Evenings, nights, and weekends when a faculty member is on call shall be considered in making other assignments. See Section 17.5 regarding schedule adjustment for holiday assignment.

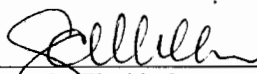
9.9 Assigned Development/Use of Instructional Technology.

(a) "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, web pages, and combinations of the above materials, which are prepared or produced in whole or in part by a faculty member, and which are used to assist or enhance instruction.

(b) The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between faculty member and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the faculty member.

(c) ~~The University shall review the considerations stated in (1) through (4), below, which may be raised by faculty member development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other faculty member instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, it shall develop such policies and consult with the UFF pursuant to Article 2, prior to their implementation.~~ The parties recognize that faculty effort spent in the development of instructional technology, including but not limited to distance learning materials, and in providing instruction in this manner is appreciably greater than that associated with a traditional course. Therefore, when the University assigns faculty members to develop or provide instruction through the use of instructional technology, the University shall:

(1) ~~Recognition that faculty member effort spent in the assigned development of instructional technology/distance learning materials and in providing~~

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~~instruction assigned in this manner which is appreciably greater than that associated with a traditional course.~~ **Make training and development resources available to faculty members.**

~~(2) Training and development resources available to faculty members who have been assigned to provide instruction through the use of instructional technology/ distance learning.~~ **Provide clerical, technical, and library support in conjunction with the assigned use of instructional technology.**

~~(3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning.~~ **Account for the additional effort required to develop, revise, and offer a course using instructional technology in the annual duty assignment, or provide additional compensation pursuant to Section 8.5(b) Summer Appointments or 8.5(c) Dual Compensation Appointments. More specifically, for distance learning courses:**

a. If a faculty member is assigned responsibility for development of a new distance learning course, including the content and the associated instructional technology materials, the duty assignments prior to the first offering of the course shall, upon approval of the assigner, reflect an appropriate level of effort for course development equivalent to teaching a regular three (3) credit hour course for up to two semesters, or the faculty member shall receive equivalent extra compensation.

b. If a faculty member is assigned responsibility for a major revision of an existing distance learning course, including the content and the associated instructional technology materials, the duty assignment for the term in which the revision is done shall reflect a level of effort for course revision equivalent to teaching a regular three (3) credit hour course for one semester, or the faculty member shall receive equivalent extra compensation.


c. If a faculty member is assigned responsibility for teaching a distance learning course the duty assignment shall allow for the necessary additional individual communications with distance learning students.

d. If a faculty member is assigned both conventional classroom delivery and distance delivery of a course in the same semester, the duty assignment shall reflect the classroom and distance offerings as separate courses.

~~(4) Compensation, including recognition in a faculty member's assignment or provisions for extra state compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.~~

(d) The faculty member shall not make use of appreciable University support in the creation or revision of instructional technology materials unless the University approves such use in advance and in writing.

(e) (1) Provisions governing **the intellectual property rights of faculty members and** releases to be obtained when the University has an interest in instructional

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technology are contained in Section 18.3(e)(3). Consistent with such provisions and prior to the use **by the faculty member** of the instructional technology materials described in Section 9.9(a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the faculty member shall certify that such development or use does not infringe upon any existing copyright or other legal right. The faculty member shall be liable to the University for judgments resulting from such infringements.


(2) The University shall assist the faculty member in obtaining releases regarding instructional technology materials when:

- a. the University has asserted an interest in such materials; or
- b. the University has assigned the faculty member to develop

such materials.

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