

**Article 9**  
**ASSIGNMENT OF RESPONSIBILITIES**

9.1 Policy.

(a) The Board and the 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 and enhance its reputation and stature as a major research university.

(b) The professional obligation of faculty members (teaching, scholarship/creative activities, service, or other assigned duties) is comprised of both scheduled and nonscheduled activities.

(c) The Board and the UFF 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, non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member.

(d) Each faculty member should be given assignments that are fair and reasonable and provide an equitable opportunity for development and advancement in relation to other faculty in the same department/unit.

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

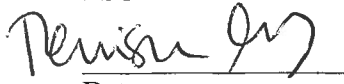
9.2 Considerations in Assignment.

(a) 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 and is not easily quantifiable.


(b) The University has the right, in making assignments, to determine the 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.

(c) 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.

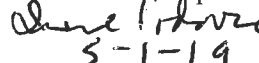
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(d) The chair shall provide the faculty member with the opportunity to consult about the course schedule and shall make a good faith effort to accommodate a faculty member's teaching preferences to the extent practicable.

(e) In the case 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 any such contemplated change and how it alters the Board's expectations of the faculty member's performance in each of the three areas.

(f) In making assignments, the Board or designees shall also be guided by the following considerations:

- (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
  - a. the number of hours of instruction,
  - b. the number of distinct preparations required, and the amount required, including the amount of preparation that is new for that faculty member,
  - c. whether the faculty member has taught the course in the past,
  - d. the expected number of students enrolled in the course and the time required by the course,
  - e. whether travel to another location is required,
  - f. the faculty member's assignments in other semesters,
  - g. the terms and conditions of a contract or grant from which the faculty member is compensated,
  - h. the use of instructional technology,
  - i. the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments,
  - j. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member,
  - k. the distribution of day, evening, and weekend courses;
  - l. the number of hours between the beginning of the first assignment and the end of the last assignment in any one day (normally a maximum of 8 hours),
  - m. the number of hours between the end of the last assignment on one day and the beginning of the first assignment for the next day (normally at least 12 hours),
  - n. the degree of individual attention that must be given to students by the faculty member, for grading, conferences, etc.,
  - o. whether the course is elective or required for students,
  - p. special assessment and reporting requirements, such as for SMALC and SACS outcomes; and
- (4) whether the assignment provides an equitable opportunity, in relation to other faculty members in the same department/unit, the opportunity to fulfill applicable criteria for tenure, promotion, and merit salary increases.

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(g) The faculty of each department/unit is encouraged to develop guidelines for the distribution of teaching assignments, possibly based on a formula in which points are assigned to various factors affecting the teaching effort. Such guidelines shall be approved by at least a majority of the faculty members in the department/unit, subject to the decision-making procedures defined by the bylaws of the department/unit, but shall be a separate document from the bylaws.

(h) Faculty members holding concurrent appointments, other than courtesy appointments, in different academic units shall have all supervisors review and agree on assignments.

### 9.3 Annual Assignment.

(a) Communication of Assignment. Faculty members shall be apprised in print or electronically, at the beginning of their employment and 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 assigner shall notify the faculty member well in advance of making the final assignment. The assignment shall be communicated to faculty members at least eight (8) weeks in advance of its starting date, if practicable. For continuing faculty members, the assignment of responsibilities shall be provided no later than May 1, and changes shall be according to Section 9.3(b), below. New faculty members shall be informed of assigned duties as soon as practicable.

(2) After the faculty member has been notified of and has been provided the opportunity to discuss the assignment, the assigner shall forward the AOR for acknowledgement by the faculty member and approval by the dean or, if the assigner is a dean, for approval by the Vice President for Faculty Development and Advancement. The assigner shall receive from the dean or the Vice President for Faculty Development and Advancement printed or electronic notification within 60 days of receipt, either indicating approval or directing a change in the assignment.

(4) The faculty member's acknowledgement of the assignment 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 acknowledge receipt of their assignment. Those who want to dispute an assignment should refer to the procedures in Appendix H of this Agreement.

(5) The date of receipt of the assignment by a faculty member shall be the date that the faculty member acknowledges the AOR. If the faculty member refuses or otherwise fails to acknowledge the form within 14 days of receipt, 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.

(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

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9.2 and the principle of equity relative to the assignments of other faculty members in the same department/unit.

(c) 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 change and shall document and communicate the changed assignment as specified in 9.3 (a) above.

(2) If a change in assignment results in needing to move University property, the Board shall provide assistance in such a move and shall notify the faculty member of the time of the move. For a substantial amount of property such as a lab or studio the Board shall provide at least one (1) month advance notice.

(3) The Board shall make a reasonable and good faith effort not to change the same faculty member's teaching assignment fewer than four (4) weeks prior to the first class session in two consecutive academic years.

(4) If a faculty member has been assigned or reassigned a course fewer than four (4) weeks prior to the first class session, such circumstances shall be taken into consideration when reviewing student evaluations of the course and determining how much weight to give them, if any.

(5) A change in assignment shall not be made as a means of retaliatory action. However, the Board may change a faculty member's assignment as a consequence of disciplinary action taken in accordance with Article 16 Disciplinary Action and Job Abandonment.

(d) Equitable Opportunity.

(1) 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.

(2) 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 assignment shall be included in the promotion file.

(3) 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. 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."

(4) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for any of the advancements listed in 9.3(d), then the faculty member must receive a timely appropriate adjustment in the faculty member's assignment that corrects the inequity. The fact that the faculty member was not provided equitable opportunity shall also be taken into account when determining merit salary increases.

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(e) Review. The 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 Vice President for Faculty Development and Advancement. The reviewer will check that the AOR is submitted for review in a timely fashion and contains a level of detail appropriate for forming the basis for the annual performance evaluation.

#### 9.4 Resolution of Assignment Disputes

(a) The faculty member shall be granted promptly, upon written request, a conference with the person responsible for making the assignment (the assigner) to express concerns regarding the considerations listed in subsection 9.2.

(b) If the conference with the assigner does not resolve the faculty member's concerns, the faculty member shall promptly be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level. If the faculty member's concerns are not resolved, the faculty member may address the matter through the expedited Neutral Umpire procedure described in Appendix "H" of this Agreement. The faculty member shall perform the assignment until final resolution of the matter as prescribed in this Agreement, unless the assignment violates this Agreement, University policies, or applicable law.

(c) No faculty member's assignment shall be imposed arbitrarily or unreasonably. For the purpose of applying this principle to assignments, assignments shall be deemed arbitrary or unreasonable if one or more of the following applies:

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

(2) After consulting with the faculty member, the Board or designees did not make a fair and reasonable attempt to accommodate the faculty member's circumstances, including allowing reasonable time for research for those faculty members with research assignments. In this regard, the parties recognize the following:

a. Teaching assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The teaching preferences and desires of the faculty members are secondary to these program and curricular needs.

b. Not all circumstances can be accommodated, and that inability to accommodate does not in and of itself represent an arbitrary or unreasonable assignment.

(3) The time between the beginning of the first assignment and the end of the last assignment in any one day exceeds eight (8) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.

(4) The time between the end of the last assignment on one day and the beginning of the first assignment for the next day is less than twelve (12) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.

(5) If, in relation to other faculty members in the same department, the assignment does

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not provide an equitable opportunity to meet the required criteria for promotion, tenure, awards, and merit salary increases, or there has been no provision for a timely appropriate adjustment that corrects the inequity.

(d) If a faculty member believes that the assignment is arbitrary or unreasonable, 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.

#### 9.5 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.

#### 9.6 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 9.2 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 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.

9.7 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.

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9.8 Equipment.

(a) The Board shall make a reasonable and good-faith effort to provide and maintain an adequate inventory of technologically current equipment necessary to carry out assigned duties, and shall make a reasonable and good faith effort to obtain funding to provide for the replacement of obsolete equipment.

(b) When equipment is required for classes, laboratories, or studios, or at recitals, practica, or other such performances, exhibitions or instructional activities, it is desirable that the Board provide sufficient and adequate equipment to accommodate the students assigned in them. If the Board does not provide sufficient and adequate equipment, such circumstances shall be taken into consideration in reviewing student evaluations of the course and determining how much weight to give them, if any.

9.9 Schedule of Assigned Duties. 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. 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.

9.10 Specialized Faculty. The Specialized Faculty comprises several tracks, each of which has three ranks.

(a) The Specialized Faculty tracks are as follows:

(1) Teaching

Teaching Faculty I (position code 9060)

Teaching Faculty II (position code 9061)

Teaching Faculty III (position code 9062)

(2) Instructional Support

Instructional Specialist I (position code 9070)

Instructional Specialist II (position code 9071)

Instructional Specialist III (position code 9072)

(3) Research

Research Faculty I (position code 9080)

Research Faculty II (position code 9081)

Research Faculty III (position code 9082)

(4) Research Support

Assistant in Research (position code 9168)

Associate in Research (position code 9167)

Senior Research Associate (position code 9165)

(5) Library or Information Specialties

Assistant University Librarian (position code 9055)

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- 1 Associate University Librarian (position code 9054)  
2 University Librarian (position code 9053)  
3 (6) Curator Specialties  
4 Assistant Curator (position code 9152)  
5 Associate Curator (position code 9151)  
6 Curator (position code 9150)

7 (b) Restrictions on Duty Assignments. The following restrictions on percent assignments of  
8 responsibility apply to positions in these tracks:

9 (1) A full-time faculty member in the Teaching track shall normally be assigned not less  
10 than ~~75~~50~~75~~% teaching responsibility and not more than ~~51~~05% research responsibility, averaged  
11 over any academic year, except as specified for certain administrative codes in Section 9.10(b)(6).

12 (2) A full-time faculty member in the Instructional Support track shall normally be  
13 assigned not less than ~~75~~50~~75~~% service responsibility in the area of instructional support, and not  
14 more than ~~55~~10% research responsibility, averaged over any academic year, except as specified  
15 for certain administrative codes in Section 9.10(b)(6).

16 (3) A full-time faculty member in the Research track shall normally be assigned not less  
17 than ~~75~~50~~75~~% research responsibility, and not more than ~~51~~05% teaching responsibility, averaged  
18 over any academic year, except as specified for certain administrative codes in Section 9.10(b)(6).  
19 Directed Individual Studies (DIS) may be considered part of the research assignment for a full-  
20 time faculty member in the Research track. Only under the following combination of  
21 circumstances, and for one semester per emergency situation, a faculty member in the Research  
22 track may be given a temporary teaching assignment to teach a single course:

23 a. The course is a specialized graduate level course required for degree-seeking  
24 students, that is regularly offered and is not a "special topics," "selected topics," or "seminar"  
25 course;

26 b. There is a bona fide emergency, in which the faculty member assigned to teach a  
27 course becomes incapacitated or otherwise becomes unable to teach the course, either while the  
28 course is already in progress or so near the start of the term that there are students enrolled in the  
29 course and no workable alternative way of teaching the course to those students can be found;

30 c. The faculty member is not willing to perform the teaching assignment as a dual  
31 compensation appointment under Section 8.5(c), and;

32 d. There is no one else qualified to teach the course, or for those who are qualified,  
33 they already have a maximum teaching assignment for the semester that cannot be adjusted to meet  
34 the need of teaching the course in question and they are unwilling to teach the course as an overload  
35 on a dual compensation appointment.

36 (4) A full-time faculty member in the Research Support track shall normally be assigned  
37 not less than 95% combined responsibility in research and service in support of research, and not  
38 more than 5% teaching responsibility, averaged over any academic year, except as specified for  
39 certain administrative codes in Section 9.10(b)(6) below.

40 (5) "Abnormal assignments" are those that provide for unique opportunities that benefit  
41 the University. Such assignment requests shall be reviewed by the President or Provost within  
42 thirty (30) days, and if approved, reported within 10 days to the Director of Human Resources and

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the UFF.

(6) If a faculty member is assigned one of the in-unit administrative codes, some portion of the minimum assignment in the area of specialization required by Sections 9.10(b)(1)-(4) above may be replaced by a service assignment.

(7) For part-time positions, the percentages in Sections 9.10(b)(1)-(4) above shall be prorated, relative to the total appointment.

(8) Sections 9.10(b)(1)-(4) only apply to the first 100% FTE appointment. They shall not prevent a faculty member from accepting a supplemental dual compensation appointment outside of the area of specialization.

(9) A faculty member in a Specialized Faculty position may not hold a concurrent split appointment between multiple tracks.

(10) Specialized faculty members may serve ~~on and chair on~~ doctoral supervisory committees in a department if approved by the faculty of the department for doctoral supervision, and if they meet Faculty Senate requirements. ~~In regard to directing doctoral theses, a specialized faculty member may serve only as a co-director or as a non-directing member of the committee, and another co-director must be a member of the tenure-track or tenured faculty (Assistant, Associate, Full Professor or Eminent Scholar).~~ In regard to directing doctoral theses, a specialized faculty member may serve only as a co-director or as a non-directing member of the committee, and another co-director must be a member of the tenure-track or tenured faculty (Assistant, Associate, Full Professor or Eminent Scholar). The specialized faculty member must also be approved by the chair of the department for service on the specific committee. ~~For any doctoral committee, the director or at least one co-director must be a member of the tenure-track or tenured faculty (Assistant, Associate, Full Professor or Eminent Scholar) of the department/unit in which the degree is to be granted. If the doctoral degree is sought in an interdisciplinary area of study, the director or at least one co-director must be a tenure-track or a tenured faculty member in a department/unit related to the area of interdisciplinary study. However, those who are not members of the tenure-track faculty who have served as director of an active doctoral dissertation committee between the dates of July 1, 2008 and July 1, 2013 shall remain eligible to direct doctoral theses and dissertations.~~ For any doctoral committee, the director or at least one co-director must be a member of the tenure-track or tenured faculty (Assistant, Associate, Full Professor or Eminent Scholar) of the department/unit in which the degree is to be granted. If the doctoral degree is sought in an interdisciplinary area of study, the director or at least one co-director must be a tenure-track or a tenured faculty member in a department/unit related to the area of interdisciplinary study. However, those who are not members of the tenure-track faculty who have served as director of an active doctoral dissertation committee between the dates of July 1, 2008 and July 1, 2013 shall remain eligible to direct doctoral theses and dissertations.

#### 9.11 Assigned Development/Use of Instructional Technology.

(a) "Instructional technology material" includes any manner of physical or virtual media delivered synchronously or asynchronously, ~~such as includes, but is not limited to,~~ images, video, online content, structures, audio materials, computer programs, virtualization software, computer assisted instructional materials, programmed instructional materials, and combinations of the

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above materials, which are prepared or produced in whole or in part by a faculty member for the purpose of assisting or enhancing instruction.

(b) The parties recognize the increasing development and use of technology may improve teaching and learning and may enhance the fundamental relationship between faculty member and student. This technology may be used in the context of distance learning or to augment classroom instruction. Furthermore, the parties recognize that this technology should be used to the maximum mutual benefit of the University and the faculty member.

(c) 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~~ may be greater than that associated with a traditional course, depending upon the effort of development and resources/materials available to the faculty member. Therefore, when the University assigns faculty members to develop or provide instruction through the use of instructional technology, the University shall:

(1) Make training and development resources available to faculty members.

(2) Provide clerical, technical, and library support in conjunction with the assigned use of instructional technology.

(3) 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:

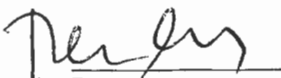
a. If a faculty member is assigned responsibility for development of a new distance learning course, including the content and the associated instructional technology materials, the duty assignments prior to the first offering of the course shall, upon approval of the assigner, reflect an appropriate 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. ~~This may not apply to faculty members who were hired with the explicit expectation of teaching distance learning courses.~~

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 commensurate with time required but not to exceed the equivalent to teaching a regular three (3) credit hour course for one semester, or the faculty member shall receive equivalent extra compensation. Disputes over the level of effort for course redesign shall be resolved in accordance with Appendix "H" of this Agreement.

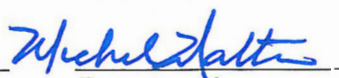
c. If a faculty member is assigned responsibility for teaching a distance learning course the duty assignment shall allow for the necessary additional individual communications with distance learning students.

~~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.~~ d. If a faculty member is assigned both conventional classroom


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1 delivery and distance delivery of a the same course in the same semester (e.g., a “~~combo~~” course  
2 ~~including~~ that includes a face-to-face section ~~with~~ and an additional online section), the duty  
3 assignment shall reflect the classroom and distance offerings as separate ~~courses~~ sections, unless  
4 the distance mode consists solely of streaming classroom sessions. Adding additional instructional  
5 elements for the distance mode, such as discussion boards, teleconferencing, or online office hours  
6 would require that the distance mode be considered a separate class. The effort assigned to each  
7 section or class is dependent on how much effort is shared across sections.

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

11 (e) Releases for Instructional Technology Materials.

12 (1) Provisions governing the intellectual property rights of faculty members and releases  
13 to be obtained when the University has an interest in instructional technology are contained in  
14 Article 18. Consistent with such provisions and prior to the use by the faculty member of the  
15 instructional technology materials described in Section 9.11(a), above, releases shall be obtained  
16 from persons appearing in, or giving financial or creative support to their development or use, and  
17 the faculty member shall certify that such development or use does not infringe upon any existing  
18 copyright or other legal right. The faculty member shall be liable to the University for judgments  
19 resulting from such infringements.

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

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

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Date

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