MEMORANDUM

TO: Deans, Department Chairs, School Directors

FROM: John Pritchett, University Provost and Chief Academic Officer

RE: Faculty Assignment Guidelines

DATE: March 25, 2005

The last memo articulating guidelines to be followed in making faculty assignments was issued in March 2001. Since that time, the entire university structure has changed and we are using new and improved reporting mechanisms. In addition, feedback from a variety of sources has indicated that some clarifications are required. For all these reasons, it appears that now is the opportune time to review our Faculty Assignment Guidelines.

Two documents (attached) are important to understanding faculty assignments at FAU:

- Florida Statute 1012.9145. Required number of classroom teaching hours for university faculty members

2003-2006 FAU BOT/DUFF Collective Bargaining Agreement
Article 9 Assignment of Responsibilities

In keeping with the goals established by the FAU Board of Trustees, faculty members at Florida Atlantic University will be given assignments that may include instruction, research, scholarship and creative activity, academic administration, and service to the department, college, university, profession and community. Faculty assignments should be equitable but may not be identical, taking into consideration the needs of the program and the needs, talents and productivity of the individual faculty member.

An instructional assignment may include classroom instruction, supervision of dissertations, theses and directed independent study. Variables that may affect the classroom instructional assignment include, but are not limited to, enrollment, travel time, use of teaching assistants, multiple sections of the same course, and the amount of preparation required. Instruction-related activities include advising of students, supervision of student internships or coops, new course development, development of materials or teaching methodology for subsequent courses, and new program
planning. Instructional activities for which faculty receive additional compensation should not be included in the annual assignment of responsibilities.

All faculty members are expected to maintain a program of research, or scholarly and creative activity at a level that, at a minimum, keeps them abreast of developments in their field and keeps their teaching up-to-date. It is understood, however, that some faculty will expend a substantial effort in this area, with defined projects and specifiable outcomes. These faculty should be assigned research and scholarly/creative activities at a level commensurate with the intensity of their research, scholarship and/or creative productivity. These assignments should be accompanied by the identification of a specific activity and specific expected outcomes.

Faculty may also be assigned to service or academic administration. Service assignments may include committee service at the department, college or university level, and involvement in professional service to the public or the discipline. Other assigned duties may include academic administration activities such as preparation for accreditation and program reviews, or university governance.

The academic assignment should reflect the percentage of the faculty’s total FTE for a given semester. The Chair/Director must be flexible in the assignment of percentages of effort to faculty activities in each of the areas mentioned above, recognizing the number of factors that may influence each area of assignment. Faculty members with external grant support may "buy out" of a percentage of their assigned responsibilities in order to fulfill the requirements of the grant.

Faculty assignments are to be recorded in the Annual Assignment module of the Faculty Activity and Information Reporting (FAIR) system. The Instructional assignment portion only requires that a course prefix be entered as a placeholder for specific courses that may be assigned later. Activities are assigned by term and by category, with text boxes for narrative information where needed. Assignment forms may either be signed electronically or printed and signed, and an optional cover letter may be generated to accompany the assignment. Staff in the Office of Institutional Effectiveness and Analysis are available to assist you in working with FAIR.

One of the strengths of FAU is the diversity of its eight Colleges — each with its own mission and distinct set of responsibilities. A single assignment formula may not adequately address these differing roles and responsibilities. For this reason, each college is being asked to develop their own, unique Faculty Assignment Guidelines, with full participation from the faculty and faculty administrators. Following adoption by the college, all guidelines will need to be approved by the Office of the Provost, prior to implementation, to assure that they are fair and equitable and comply with requirements of the law and the BOT/UFF Collective Bargaining Agreement.
I will be scheduling orientation meetings with various constituent groups – such as Department Chairs/School Directors and Deans, College Faculty Assemblies, and the leadership of the FAU Chapter of the United Faculty of Florida – to discuss the implementation of this policy. In addition, I will be working with the Office of Institutional Effectiveness and Analysis to schedule a series of workshops on the FAIR system.

cc: Provost’s Advisory Council
    David Lee, Interim President
    Florida Chapter, United Faculty of Florida
    Fred Hoffman, President
    University Faculty Senate
Laws 1979, c. 79-222, § 30.
Fla.St.1977, § 341.73.
Laws 1971, c. 71-365, §§ 1, 2.

LIBRARY REFERENCES

2003 Electronic Update

Colleges and Universities § 8(1).
WESTLAW Topic No. 81.
C.J.S. Colleges and Universities §§ 19, 21.

Texts and Treatises
46 Fla Jur 2d, Schools, Universities, and Colleges § 306.

NOTES OF DECISIONS

Classroom contact hours 1

1. Classroom contact hours

Where this section requires each and every full-time equivalent teaching faculty member at a university who is paid wholly from state funds to reach a minimum of 12 classroom contact hours per week, the statutory requirements are not fulfilled if only the average of such classroom contact hours for all such faculty members is equal to the minimum of 12 classroom contact hours. Op.Atty.Gen., 83-49, August 9, 1983.

West's F. S. A. § 1012.945
FL ST § 1012.945
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ARTICLE 9
ASSIGNMENT OF RESPONSIBILITIES

9.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees 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 non-scheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with their supervisor.

9.2 Place of Employment.
(a) Principal. Each employee shall be assigned one principal place of employment, as stated on the employment contract. Where possible, an employee shall be given at least nine (9) months notice of change in principal place of employment. The employee 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. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

(b) Secondary. Each employee, 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 employee's principal place of employment. The employee 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 the regular full-time appointment, the supervisor will make an appropriate adjustment to 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 employee's principal place of employment, shall be paid at State rate and in accordance with the applicable provisions of State law.

9.3 Considerations in Assignment.
(a) Assignment will be made with the consideration of the following:
(1) the needs of the program or department/unit in the areas of teaching, research and services;
(2) the employee's qualifications and experiences, including professional growth and development;
(3) the character or complexity of the assignment; and
(4) the opportunity to fulfill applicable criteria for tenure, promotion, continuing multi-year appointments, successive fixed multi-year appointments, and merit salary increases.

(b) The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express the employee's concerns. If the conference with the person responsible for making the assignment does not
resolve the employee's concerns, the employee 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 employees is not easily susceptible of quantification. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

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

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

9.4 Annual Assignment.

(a) Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each 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.

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable.

(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.

(c) Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such a change and shall specify such change in writing.

(d) Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, continuing multi-
year appointments, successive fixed multi-year appointments, 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 employee's annual assignment 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 employee's annual assignment shall be included in the tenure file.

(3) If an arbitrator determines that the employee 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 may also retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

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 employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.
(c) If a faculty member on a nine-month academic year contract accepts an additional summer contract that requires all classes to be conducted at a campus location that is different than their principal place of assignment, the University, at its discretion, will either provide access to an office and computer, or travel reimbursement. Similarly, the University, at its discretion, will either provide access to an office and computer or travel reimbursement, if a faculty member on an additional summer appointment is teaching on more than one campus during separate terms since these are separate supplemental assignments. If, however, a faculty member has supplemental summer contracts for teaching on more than one campus during the same or overlapping terms, than travel reimbursement will be provided for travel between their principal place of employment and each campus.
(d) A.D. Henderson University School employees employed full-time during the summer shall be provided one planning period during the day. Part-time employees shall be provided a proportional planning period. Compensation for the planning period shall be at the same hourly rate as that for teaching a course during a summer appointment.

9.6 Teaching Schedule. Where possible, a teaching schedule shall be established
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. The University will provide the essential equipment necessary to carry out the instructional assignments.

9.8 Workweek.
(a) Scheduled hours for all employees 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 employee, when a part of the assigned duties. Supervisors are 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 an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments.

(b) Duty-free lunch. In the absence of a compelling need ADHUS employees shall have a duty-free continuous lunch period scheduled during the duration of their students' lunch period. It is not the intent of the School to require employees to perform lunchroom duty. If fiscal circumstances change so that such an assignment is necessary, the parties agree to consult or negotiate this assignment.