

ARTICLE 14  
ASSIGNMENT OF RESPONSIBILITIES

14.1 Policy.

(a) The Trustees 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 duties assigned for that year) is comprised of both scheduled and non-scheduled activities.

(c) The Trustees 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 or equivalent unit (hereafter, the “department”).

(e) The Trustees 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.

(f) A written commitment made by the Trustees or designee to a faculty member regarding the faculty member’s assignments or matters associated with the assignments shall be subject to enforcement under Article 31, Grievance Procedure and Arbitration.

14.2 Considerations in Assignment.

(a) The Trustees 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/scholarship and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum and is not easily quantifiable.

(b) In making assignments, subject to the provisions of this Agreement, the Trustees have the right to determine the types of duties and responsibilities that comprise the professional

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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) The Trustees properly have 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.

(d) Faculty on twelve-month appointments, who accrue vacation leave, shall be provided reasonable opportunity to utilize their vacation during the course of the year. Individual and department's needs will be taken into consideration when approving the leave.

(e) 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.

(f) The chair shall inform the faculty member of the impact 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.

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

- (1) the needs of the program or department;
- (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 distribution of day, evening, and weekend courses;
  - c. 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);
  - d. the number of hours between the end of the last assignment and the beginning of the next assignment (normally at least 12 hours);
  - e. the preparation required;
  - f. whether the faculty member has taught the course in the past;
  - g. the average number of students enrolled in the course in past semesters;
  - h. the time required by the course;
  - i. whether travel to another location is required;

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- j. the number of preparations required;
  - k. the faculty member's assignments in other semesters;
  - l. the terms and conditions of a contract or grant from which the faculty member is compensated;
  - m. the use of instructional technology;
  - n. the availability and adequacy of materials and equipment, facilities, secretarial services, student assistants, and other support services needed to perform the assignments; and
  - o. any changes which have been made in the assignment, including those that may have resulted from previous evaluations of the faculty member; and
- (4) whether the assignment provides the equitable opportunity, in relation to other faculty members in the same department, to fulfill applicable criteria for tenure, promotion, merit salary increases, and, if applicable, multi-year appointments.
- (5) Additional Considerations for P. K. Yonge Faculty.
- a. No faculty member shall be asked to teach more than one academic subject during a class period.
  - b. No more than three separate, unrelated academic classroom subjects shall be assigned to faculty members teaching in middle school or high school.

14.3 Initial and Subsequent Assignments.

(a) Communication of Assignment.

(1) Except for an assignment made in the first year of a faculty member's employment, the person responsible for making an assignment shall notify the faculty member in writing of the faculty member's tentative assignment for the next academic year well in advance of making the final written assignment. For returning faculty members, this tentative assignment of responsibilities shall be provided no later than May 1, unless the assignment must be subsequently changed pursuant to Section 14.3(b), below. New faculty members shall be informed of assigned duties as soon as it can be done.

(2) If it can be done, the faculty member shall be notified of the final assignment in writing no later than six (6) weeks in advance of the starting date of each term.

(b) 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 specify the change in writing.

(2) If a change in assignment results in needing to move University supplies or equipment, the Trustees shall provide assistance in such a move and shall notify the faculty member of the time of the move at least one (1) month in advance.

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(3) The Trustees shall make a reasonable and good faith effort not to change the same faculty member’s teaching assignment less 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) Changes in teaching assignments for P. K. Yonge faculty members often involve significant changes in the courses or grade levels taught and the classrooms in which the teaching takes place. An appropriately certified faculty member who volunteers shall be considered for such changes before other faculty members.

(6) A change in assignment shall not be made as a means of retaliatory action. However, the Trustees may change a faculty member’s assignment as a consequence of disciplinary action that is being imposed.

14.4 Equitable Opportunity. Each faculty member shall be given assignments that provide equitable opportunities, in relation to other faculty members in the same department, to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments. Such opportunity does not require a rotation of assignments in the department.

(a) 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 if the faculty member has been promoted, not solely over the period of a single annual assignment. If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for promotion, then the faculty member must receive a timely appropriate adjustment in the faculty member’s assignment that corrects the inequity. The faculty member’s annual assignments shall be included in the promotion file.

(b) 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.

(1) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for tenure, then the faculty member must receive a timely appropriate adjustment in his/her assignment that corrects the inequity. The faculty member’s annual assignments during the tenure probationary period shall be included in the tenure file.

(2) If an arbitrator determines that a faculty member was not provided an equitable opportunity as described in this section, the arbitrator may award an additional period of employment (not to exceed one year) for the purpose of rectifying the inequity requiring the

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University to provide the equitable opportunity as described herein.

(c) If it is determined that a faculty member has not received assignments that provide equitable opportunities to meet the required criteria for merit salary increases, 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 such equitable opportunity shall be taken into account when determining merit salary increases.

14.5 Resolution of Assignment Disputes.

(a) A faculty member shall, upon written request, promptly be granted a conference with the person responsible for making the assignment to express concerns regarding the considerations listed in subsection 14.2(g). If the conference with the person responsible for making the assignment 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 administrator shall inform the faculty member of his/her right to address the matter through the expedited Neutral Umpire procedure described in Appendix “E”. The faculty member shall perform the assignment until final resolution of the matter as prescribed in this Agreement.

(b) No faculty member’s assignment shall be arbitrary or unreasonable.

(c) Definition of an “Arbitrary or Unreasonable” Assignment. 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 Trustees 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. Assignments are driven primarily by the program and curricular needs of the students in the programs in the department. The 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.

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

(6) A faculty member teaching in middle school or high school at the P. K. Yonge Developmental Research School is assigned to teach more than three separate, unrelated academic classroom subjects or more than one academic subject during a class period.

(d) If a faculty member believes that the assignment of a course is arbitrary or unreasonable, the faculty member should proceed to address the matter through the expedited Neutral Umpire procedures in Appendix "E" 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 assignments are subject to the provisions of the Grievance Procedure and Arbitration article.

14.6 Place of Employment.

(a) Principal. Each faculty member shall be assigned one principal place of employment, as stated on the University Letter of Appointment.

(1) Where possible, a faculty member shall be given at least nine (9) months notice of a change in principal place of employment.

(2) 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 14.2, above.

(3) Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

(b) Secondary.

(1) 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.

(2) 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.

(3) If the assignment to a secondary place of employment is made, the supervisor shall make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment.

(4) Necessary travel expenses, including overnight lodging and meals, for all

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assignments not at the faculty member's principal place of employment shall be paid at no less than the State rate, pursuant to Florida Statutes, 112.061 (2006).

14.7 Schedule of Assigned Duties.

(a) 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 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 22.5 regarding schedule adjustment for holiday assignment.

(b) Except for P. K. Yonge faculty, 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.

(c) No faculty member shall be required to teach a schedule in which the time between the beginning of the first assignment and the end of the last assignment for any one day exceeds eight (8) hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.

(d) No faculty member shall be required to teach a schedule in which 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.

(e) Instructional Day for P. K. Yonge Faculty. The normal instructional day for P. K. Yonge faculty members shall be seven and one-half (7.5) continuous hours. The Trustees and the UFF recognize that a faculty member's professional responsibilities and obligations may on occasion necessitate the faculty member's working beyond the normal instructional day but that the faculty member is responsible for determining how to spend his/her time outside the normal instructional day.

(1) The starting and ending times for normal instructional days and planning days shall be determined by the principal after discussion of these times with the faculty. The principal's final decision shall be announced during pre-planning for the academic year.

(2) The normal student contact time for a secondary school faculty member shall be five periods per day and shall not normally exceed 250 contact minutes per day.

(3) Each faculty member shall be provided a lunch period without duties during the normal instructional day of no less than thirty (30) minutes.

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a. Any faculty member who accepts a voluntary lunchroom duty assignment shall receive a supplement equal to the faculty member's regular hourly rate for thirty (30) minutes for each day the duty is performed. A faculty member's regular hourly rate of pay shall be determined by dividing the daily rate of pay by seven and one-half (7.5) hours.

b. Faculty members teaching in the elementary grades may be expected to escort their students to the serving line before taking the faculty member's lunch break.

(4) Faculty members shall not be required to eat breakfast or lunch with their students.

(5) Faculty members shall be permitted to leave school at the end of the student day on school days immediately preceding the weekend, a holiday, or student vacation day as long as students are not left unsupervised. The principal shall make appropriate arrangements to ensure that faculty members who are needed to supervise students on these days are given comparable release time on other days. Any shortened day for teachers under this provision shall not be construed as infringing upon faculty planning time.

(6) Faculty members shall be provided additional time within the normal workday during the last three (3) days of student attendance at the conclusion of the school year, in order to allow adequate time for completing records and paper work.

(f) "Job sharing" shall be permitted on a voluntary basis between two faculty members under the conditions described in Section 12.4(i) of this Agreement.

14.8 Scheduled Meetings and Planning Time for P. K. Yonge Faculty. No later than the first day of pre-school planning, the Trustees shall distribute to faculty a tentative schedule of pre-school planning meetings, team and department meetings, and in-service training meetings that faculty members are required to attend.

(a) Faculty meetings shall only be held during the instructional workday, and in no case shall a faculty meeting extend the workday unless agreed upon by a majority vote of the faculty members present. The chair is responsible for the meeting agenda, which shall be posted prior to the meeting. Faculty members may recommend topics of discussion for the meeting agenda.

(b) During pre-school planning, highest priority shall be given to individual and team/department preparation time, and required meetings and in-service training shall not exceed an hour and a half per day or a total of seven and one-half (7.5) hours for the week.

(c) During the regular school year, faculty members shall be provided an average of not less than sixty (60) minutes per day for planning. If the planning time is noncontiguous, it shall be scheduled in time blocks of no less than forty-five (45) minutes.

(1) Periods specifically assigned for planning shall not be used for activities

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other than planning, except that at reasonable intervals and with prior written notice of at least five (5) days the Trustees may designate a portion of such time for administrative uses such as required in-service training or a faculty meeting.

(2) Where team planning is necessary, the members of the team shall determine how much of the assigned planning time will be used for team planning.

(3) Where art, physical education, media, science and music classes are scheduled at the elementary school, the regular faculty member shall not be required to remain with a special-subject faculty member, except in exceptional circumstances, and may use that period for additional planning.

(d) Additional planning time shall be scheduled for faculty members assigned to teach three or more unrelated academic classroom assignments.

(e) Faculty Planning/Conference Days. Faculty planning days are designed to permit additional planning, preparations, parent conferences, in-service training, professional exchange of ideas, appraisal conferences, and other school-related business to be conducted when faculty members do not have direct responsibility for students.

(1) Faculty planning days shall be six (6) hours in length, exclusive of lunch. If lunch is an administratively scheduled activity, it is subsumed within the six hours. Scheduling and duration of lunch periods shall be determined after consultation with the faculty.

(2) The principal shall provide faculty members with no less than five (5) days notice of any required activity that will occur on a planning day.

(3) A division may decide to hold special parent-teacher conferences in lieu of a faculty planning day. The principal and a majority of faculty members must agree to the session(s) and the format to be used. Those faculty members not participating shall work the regularly scheduled planning day.

14.9 Equipment.

(a) The Trustees 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, practicums, or other such performances, exhibitions, or instructional activities, it is desirable that the Trustees provide sufficient and adequate equipment to accommodate the students assigned in them. If the Trustees do not provide sufficient and adequate equipment, such circumstances shall be taken into consideration in reviewing student evaluations of the course

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and determining how much weight to give them, if any

(c) Equipment for P. K. Yonge Faculty.

(1) Each faculty member shall be provided with a copy of the instructor's edition(s) of the basic text(s) used in each course to which the faculty member is assigned and, if feasible, appropriate manuals for technological hardware and/or software assigned to the faculty member.

(2) No faculty member shall be required to purchase supplies, textbooks, materials, or equipment from personal funds. Every reasonable effort shall be made to provide these materials by the first day of preschool.

(3) The faculty member shall notify the principal when the faculty member receives faulty, unusable, or defective supplies or materials. Such notification shall normally occur within one month of the receipt of such materials or supplies.

(4) Monies allotted to a faculty member or department for supplies and materials shall not be reduced if these faulty, unusable, or defective supplies or materials are returned and credited to the school.

(5) The principal or designee shall discuss supply and material needs with each new faculty member and shall secure for the faculty member's classroom use reasonable supplies and materials at a level no less plentiful than that allocated to other similar classes.

(6) A committee, composed of faculty members chosen by UFF and an equal number of administrators chosen by the Director, shall advise the Assistant Superintendent for Business Services on equipment allocation.

14.10 Overload Assignments.

(a) An overload assignment is defined as the assignment of any duties in excess of a faculty member's full-time appointment (1.0 FTE).

(b) No faculty member shall be required to accept an overload assignment.

(c) An overload assignment shall be offered equitably and as appropriate to qualified faculty members in sufficient time to allow voluntary acceptance or rejection.

(d) As compensation for an overload assignment, the Trustees shall offer the faculty member either

(1) financial compensation; or

(2) reduction in teaching assignment in a mutually agreeable following academic semester or year.

(e) Monetary compensation for overload assignments shall be paid from OPS, not

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Salary dollars. OPS payments do not qualify for retirement compensation or credit, and no retirement compensation shall be provided for the portions of the faculty member's overload assignment made by OPS payment.

14.11 Instructional Technology. Provisions in this Agreement relating to instructional technology, including aspects that must be considered in making assignments, are contained in Article 24, Intellectual Property.

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