

ARTICLE 17
SUMMER APPOINTMENTS AND ASSIGNMENTS

17.1 Policy.

(a) Summer appointments are separate and distinct from the nine-month academic year appointment.

(b) The summer course schedule shall be developed in light of faculty expertise, student demand, and program and curricular needs of the department or equivalent unit (hereafter, the “department”), college, and University.

(c) Summer appointments and assignments shall be offered equitably and as appropriate to qualified faculty members, not later than five weeks prior to the beginning of the appointment, if practicable, in light of faculty expertise, student demand, and unit, college, and university needs and in accordance with Section 17.2, below. No nine-month faculty member shall be required to accept a summer appointment nor shall the faculty member be retaliated against for declining to accept a summer appointment.

(d) The summer appointment and assignment criteria and procedures shall be made available to each faculty member eligible for a summer contract.

(e) A faculty member shall receive approximately the same total salary for teaching a course during a summer appointment as the faculty member received for teaching the same course or a course similar in credit hours and content during the academic year, regardless of the length of the summer appointment.

17.2 Offering of Summer Appointments.

(a) The chair or designee who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.

(b) The offering of summer appointments to faculty members, including the determination of which faculty members are qualified to teach any particular course, shall be made by the chair and shall not be arbitrary or unreasonable as described in Section 17.4(c).

(c) P. K. Yonge Summer Appointments. The following provisions apply only to those summer teaching appointments funded through the use of FEFP State funds.

(1) Summer teaching appointments shall be offered equitably and as appropriate to qualified faculty members in a timely manner in accordance with Section 17.2.

(2) Faculty members shall receive approximately the same hourly rate for teaching a course during a summer appointment as they received for teaching the same or similar

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course during the academic year, regardless of the length of the summer appointment.

17.3 Summer Assignments.

(a) The summer instructional assignment, like that for the academic year, includes the normal activities related to the course(s) in question, such as appropriate course/instructional preparation, lecturing, supervision, grading, and appropriate availability for consultations and conferences with students in the course. The summer instructional assignment does not include other credit-generating activities (such as thesis or dissertation supervision, directed individual studies, supervised teaching or research/scholarship/creative activities, or supervision of student interns).

(b) Changes in Assignment.

(1) If a course reassignment is necessary, the faculty member shall be notified no later than one week in advance of the starting date of the newly assigned course, if practicable.

(2) If a faculty member has been assigned or reassigned a course less than one week 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.

(c) P. K. Yonge Summer Assignments. P. K. Yonge faculty members employed full-time during the summer shall be provided one planning period during the day. Part-time faculty members 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.

17.4 Resolution of Appointment and Assignment Disputes.

(a) A faculty member shall, upon written request, promptly be granted a conference with the person responsible for making the summer appointment or assignment to express concerns regarding the potential summer appointment or assignment. If the conference 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”.

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

(c) Definition of “Arbitrary or Unreasonable.” For the purpose of applying this principle to summer appointments and assignments, a summer appointment or assignment shall be deemed arbitrary or unreasonable if one or more of the following applies:

(1) The appointment (or lack thereof) was not offered equitably in accordance

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with the approved written department bylaw for offering summer appointments, pursuant to Section 17.2. In the absence of any such department bylaw, the Neutral Umpire shall decide whether the appointment was offered equitably based on his/her own judgment in light of the facts of the case.

(2) The appointment offer or course assignment was made without providing the faculty member assigned the course with the opportunity to consult about the appointment or assignment, pursuant to Section 17.4(a), above.

(3) After consulting the faculty member, the Trustees or designees did not make a fair and reasonable attempt to accommodate the faculty member’s circumstances within the parameters of the established summer schedule. In this regard, the parties recognize the following:

a. Summer appointments and 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 appointment or assignment.

(4) 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.

(5) 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.

(d) If a faculty member believes that the summer appointment or assignment of a course is arbitrary or unreasonable, the faculty member may address the matter through the expedited Neutral Umpire procedures in Appendix “E,” which shall be the exclusive method for resolving such disputes.

17.5 Compensation.

(a) The faculty member’s summer employment contract shall specify the total compensation provided for the appointment.

(b) An employee shall receive approximately the same total salary for teaching a course during a summer appointment as the employee received for teaching the same course, or a course similar in credit hours and content during the academic year, regardless of the length of the summer appointment. The process for computing this salary, which is equivalent to the amounts described in subsections (1)–(3) below, is described in footnotes * and **.

(1) For each three-credit-hour course assigned during the summer, a faculty member shall receive approximately 12.50% of the faculty member’s academic year rate of pay.

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(2) For each four-credit-hour course assigned during the summer, a faculty member shall receive approximately 16.66% of the faculty member’s academic year rate of pay.

(3) Compensation for courses that are other than three or four credit hours shall be prorated accordingly.

(c) Other credit-generating activities such as thesis or dissertation supervision, directed individual studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be assigned by the Trustees during the summer term. However, no faculty member shall be required to undertake such assigned other credit-generating activities, or assigned research or service activities, without compensation for that specific activity in addition to the compensation provided for the faculty member’s summer instructional assignment.

(d) Faculty members who have not been assigned a summer course shall not be required to undertake committee work without compensation for such work.

(e) Any portion of a summer appointment beyond 1.0 FTE shall be paid from OPS rather than salary dollars. OPS payments do not qualify for retirement compensation or credit, and no retirement compensation or credit shall be provided for the portion of the faculty member’s summer compensation made by OPS payment.

(f) Compensation for P. K. Yonge faculty members shall be as described in Sections 17.2(g)(2) and 17.3(d) above.

* The salary for a summer appointment specified in subsections 17.5(b)(1)–(3) is computed in accordance with the following formula:

$$\text{Salary for Summer Appointment} = (\text{Biweekly Salary Rate During Semester Appointment}) \times (\text{FTE for Summer Appointment}) \times (\text{Number of Pay Periods in Summer Appointment}).$$

The appropriate FTE corresponding to the salary is computed in accordance with the following formula:

$$\text{FTE for Summer Appointment} = (\text{FTE for Semester Instructional Assignment}^{**}) \times (\text{Number of Weeks [19.5] in Semester Appointment}) \div (\text{Number of Weeks in Summer Appointment}) + (\text{Other FTE for research, service, and other credit generating activities, if assigned}).$$

** This instructional FTE will ordinarily be that assigned to a course offered during the academic year which is the same or similar to that being offered in the summer. This academic year instructional assignment may not exceed .25 FTE for a 3 contact hour course, except that contact hour equivalencies may be assigned for classroom instructional activities that involve unusual and

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significant requirements for classroom preparation, conduct of classes, student evaluation, etc. Through this formula, the academic year FTE will be increased during the summer appointment proportional to the shorter length of the summer terms. Note that contact hour equivalencies may be assigned in the summer for classroom instructional activities that involve unusual and significant requirements for class preparation, conduct of classes, student evaluation, etc. These assigned FTE's also will be proportionally greater in the summer than in the academic year in recognition of the shorter length of the summer terms.

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