

BOT-UFF POLICY
ASSIGNMENT OF RESPONSIBILITIES

Purpose: To describe principles and considerations governing assignment of professional responsibilities for employees.

Policy:

1. Professional Obligations. An employee's professional obligation comprises both scheduled and non-scheduled activities. 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, student advising, and certain 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 his/her supervisor.

2. Annual Assignments. Prior to the beginning of each year of employment, each employee shall be apprised in writing of his/her annual assignment of duties in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year. Except for the initial assignment, the person responsible for making the 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. Such assignment of responsibilities document shall be signed and dated by both the employee and the person responsible for making the assignment.

3. Considerations in Assignment.

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

(i) the needs of the program or department/unit;

(ii) the employee's qualifications and experiences, including professional growth and development and preferences;

(iii) the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee 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, whether the development of instructional technology, online or electronic courses is required, the number of preparations required, the employee's

assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, 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 employee; and

(iv) the opportunity to fulfill applicable criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

(B) 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) Although 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 an employee will ordinarily be broader than that minimum. In making assignments, the University has the right to determine the types of duties and responsibilities that 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) 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 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 expedited procedure contained in the Neutral, Internal Resolution of Policy Disputes process. Other claims of alleged violations of this Policy with respect to an employee's assignments are subject to the Neutral, Internal Resolution of Policy Disputes process.

(F) 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.

(G) 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 change and shall specify such change in writing.

4. Equitable Opportunity. Each employee shall be given assignments that provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

(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, not solely over the period of a single annual assignment. The period under consideration at this University shall not be less than four years.

(B) For the purpose of applying this principle to tenure, assignments shall be considered over the entire period of tenure-earning service and not solely over the period of a single annual assignment.

(C) If it is determined that an employee was not provided an equitable opportunity for tenure, as described in this section, the employee may be awarded an additional period of employment requiring the University to provide the equitable opportunity as described herein. In ensuing assignments, the Provost or designee must enforce the decision regarding equitable opportunity.

5. Summer Assignment. The summer instructional assignment, like that for the academic year, includes normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as office hours, course preparation, minor curriculum development, lectures, and grading.

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.

6. Place of Employment.

(A) Principal. Each employee shall be assigned one principal place of employment, as stated in the initial letter of offer. Where possible, an employee shall be given at least nine (9) months notice of a 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. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes.

(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 a regular full-time appointment, the supervisor shall 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 employees' principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law. In the event the BOT establishes a new campus, center or similar worksite, either party may request that the provisions of this Policy may be reopened for further bargaining.

7. Teaching Schedule. Teaching schedules shall 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.

8. Resources.

(A) Equipment and Materials. When equipment and materials (e.g. photocopies) and/or other resources are reasonably required for classes or to perform other assigned responsibilities there shall be sufficient resources, equipment and materials to allow the performance of assigned responsibilities and to accommodate the students assigned to classes. Employees who prepare course materials for copying at least three (3) working days in advance shall be provided a reasonable number of photocopies at University expense. The provisions of this paragraph shall not be subject to Step 3 of the Neutral, Internal Resolution of Policy Disputes process.

(B) Research Space. Employees who require research space for performance of their assigned responsibilities shall be allocated suitable research space as determined by the University. Every new employee who is promised research space under the terms of his or her letter of offer shall be provided space within the time designated in his or her letter of offer. If occupation of the space is not available within the agreed upon time, the University will provide monthly progress reports to the employee, department chair and Dean with expected availability dates. Employees will be provided at least six (6) months notice of the need to vacate assigned research space. Tenure-earning employees will retain allocated research space for the first three (3) years of tenure eligibility unless another location is mutually agreed upon.

9. Workweek. Scheduled hours of all assigned duties 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. The BOT-UFF Policy on Leaves shall govern schedule adjustment for holiday assignment.

10. Instructional Technology.

(A) Given the potential of continued growth and emphasis on courses utilizing instructional technology, it is recognized that special considerations in assignment may be necessary, including, but not limited to,

- (i) compensation enhancement and/or adjustment of assignment;
- (ii) availability of support services, including instructional design support;
- (iii) training and development; and
- (iv) necessary equipment.

(B) Online Courses.

(i) Definition of an Online Course. For purposes of this Policy , a course is considered online when at least 80% of the class meetings that would be held for a standard classroom course are replaced by online activities. The parties recognize that employee effort spent in the development of online course materials and in providing online instruction may be greater than that associated with similar face-to-face courses and should be taken into consideration, as appropriate, in determining compensation and assignment.

(ii) No employee shall be required to teach a course as an online course, nor shall an employee be excluded from teaching a course that he or she is otherwise qualified to teach because he or she does not agree to teach the course as an online course unless the course is only offered online.

(iii)(a) Compensation/Assignment for Online Course Development. Employees who develop or substantially revise instructional materials for an online course without extra compensation, course release, or without the use of FIU Online instructional design services provided by the University maintain full ownership of those online courses. Employees who develop or substantially revise instructional materials for an online course without extra compensation or course release, but with the use of FIU Online instructional design services provided by the University maintain full ownership of those online courses, but FIU has a limited non-exclusive license to allow another individual to use some or all of such course materials to teach an online section of the same course for a period of three (3) years. When another individual uses substantially all of such materials in the course, the faculty member who created the course materials will be paid \$500 for each time a section of the course is offered, up to \$5,000 maximum per course in that three (3) year period. Employees who develop or substantially revise instructional materials for an online course with extra compensation (either a three-credit-hour course release or \$500 per credit hour, at the discretion of the supervisor) maintain ownership of the instructional content

of the online course but FIU maintains ownership of the technical design of the online course and has a limited non-exclusive license to allow another individual to use some or all of such course materials to teach an online section of the same course for a period of three (3) years. Except as expressly agreed in this paragraph 10 (B) (iii)(a) or in paragraph 10 (C), below, no employee teaching an online course shall be required as a condition of teaching that course to allow copying, distribution, public performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials. The University shall use reasonable efforts to prevent the unauthorized copying, distribution, performance or display of the employee's instructional materials or the creation of derivative works based on the employee's instructional materials through such means as password protection of access to online courses and technologies that prevent downloading or retransmission of instructional materials without the employee's express consent.

(b) Compensation/Assignment for Teaching an Online Course. For teaching an online course under an extra compensation appointment, an employee shall be paid no less than \$1,000 per credit hour, plus 1/50 of such extra compensation per student enrolled over 50. For purposes of this Policy, a "section equivalent" of an online course shall be defined as an enrollment of between one and 50 students. If an online course is taught in-load, the employee shall receive a .25 FTE assignment for teaching 1 – 50 students, plus an additional .005 FTE assignment for each student enrolled in the same course between 51 and 200. An employee teaching an online section of more than 200 students in load shall receive a 1.0 FTE plus extra compensation of 1/50 of the amount that would be paid for one section equivalent of an extra-compensation online course pursuant to this paragraph per student enrolled over 200. Whether an online course is taught in load or as an extra compensation assignment, if the university provides at least one teaching assistant per section equivalent in courses with enrollments over 50, no extra compensation or additional FTE assignment per student will be required for any section equivalent for which a teaching assistant is provided.

(c) Assignment percentages and compensation set forth in this paragraph are based on a three-credit-hour course. Assignment percentages and compensation for courses of fewer or more than three credit hours shall be prorated.

(C) The parties recognize the need in certain limited circumstances to video capture lectures for the educational benefit of students. Reasonable efforts will be made at the time of annual/semester assignment to accommodate employees who do not wish to have lectures or discussions recorded. If an employee teaches courses in a room equipped for recording of class lectures and discussions, the University will make reasonable efforts to insure that the recording of the lecture or discussion does not interfere with classroom

instruction. Such efforts will include insuring that equipment used for recording is unobtrusive and maintained in good working order and that students in the classroom are informed in advance by the University that lectures and discussions will be recorded and distributed online. No one who is not enrolled in the section(s) being recorded will be granted access to recorded lectures and discussions in that class except as approved by the employee. The University shall make reasonable efforts to insure that recorded lectures cannot be downloaded for further distribution. Following the final examination date published by the University for that class section, all student access to recorded lectures and discussions will be blocked and all recordings will be erased unless the employee requests a copy for his or her own use. Such recordings shall not be used to evaluate an employee's teaching unless the employee elects to submit such recordings as part of the annual evaluation process. Notwithstanding the recording or distribution of class lectures or discussion pursuant to this paragraph, the copyright in such instructional material shall remain the property of the employee. Whether or not lectures and discussions are recorded and made available to students online, the employee shall have academic freedom to determine grades, including whether attendance and participation will be a factor in students' grades.