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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 established 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 is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility as a faculty member 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 nonscheduled activities are more appropriately performed in a manner and ~~place determined~~ place by determined ~~the by~~ faculty the faculty member in consultation with his/her supervisor.

9.19.2 Considerations in Assignment.

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

(a)(b) Making assignments should be guided by:

- (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 preparation required,
 - c. whether the faculty member has taught the course in the past,
 - d. the average number of students enrolled in the course in past semesters,
 - e. ~~and~~ the time required by the course,
 - f. whether travel to another location is required,
 - g. the number of preparations required,
 - h. the faculty member's assignments in other semesters,
 - i. the terms and conditions of a contract or grant from which the faculty is compensated,
 - j. the use of instructional technology,
 - k. the availability and adequacy of materials and equipment,
 - l. secretarial services, student assistants, and other support services needed to perform the assignments, and
 - m. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the faculty member,
 - b. the distribution of day, evening, and weekend courses; and
 - n.

(3)(4) The opportunity to fulfill applicable criteria for tenure, promotion, continuing

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multiyear appointments, successive fixed multi-year appointments, and merit salary increases.

~~(b)~~(c) If the conference with the person responsible for making the assignment does ~~not~~ not resolve the faculty member's concerns, the faculty shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next -higher level.

~~(e)~~(d) 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 faculty is not easily susceptible of quantification. The Board, acting through the uUniversity, 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 a faculty member may be required to expend on the various components of the obligation .

~~(e)~~(e) Furthermore, the Board, acting through the uUniversity, 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)~~(f) No faculty member's assignment shall be imposed arbitrarily or unreasonably. If a faculty member believes that the assignment has been so imposed, the faculty member should proceed to address the matter through the procedures 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.

9-29.3 Annual Assignment.

~~(a)~~ Communication of Assignment. Faculty members 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. The AOR must be signed by the administrator making the assignment; however, the administrator's failure to sign the AOR shall not be grievable. - Faculty members shall acknowledge receipt of their assignment by their signature.

~~(b)~~(a) _____ Except for an assignment made at the beginning of a faculty member's employment, the person responsible for making an assignment shall notify the faculty member prior to making the final written assignment. Wherever feasible, the assignment shall be communicated to faculty members no later than six (6) weeks in advance of its starting date.

~~(e)~~(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

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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.

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

~~(e)~~(d) Equitable Opportunity. Each faculty member shall be given assignments which provide equitable opportunities, in relation to other faculty members 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 (4) years. Faculty members' 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 faculty member's annual assignment shall be included in the tenure file.
- (3) 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."

~~9.39.4~~ 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.

~~9.49.5~~ Place of Employment.

- (a) Principal. Each faculty member shall be assigned one principal place of employment, as stated on the University employment contract. Except in extraordinary circumstances, 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

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concerns regarding considerations in assignment as described in Section 9.3, 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 supervisor 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 Sstate rate and in accordance with the applicable provisions of Sstate law.

9.59.6 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.

9.69.7 Equipment.

The University will provide access to the essential equipment necessary to carry out the instructional assignments.

9.79.8 Workweek

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 ~~or~~ other activities required of the faculty member, 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 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.

9.89.9 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).
- (1) No faculty member shall be required to accept an overload assignment.
- (b) Right of First Refusal - An overload assignment shall be offered equitably and as appropriate to qualified full-time faculty members in sufficient time to allow voluntary acceptance or rejection prior to the hiring of part-time or adjunct faculty.
- (1) For this provision, a faculty member shall have a minimum of 0.80 FTE assigned classroom instruction.
 - (2) Overloads will be provided to qualified faculty who have received a satisfactory

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annual evaluation the previous academic year. Whenever possible, overloads should not be provided to tenure-earning faculty who are not tenured and whose AOR should include time for research efforts and activities.

9.99.10 Instructional Technology.

- (a) "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by a faculty member, and which are used to assist or enhance instruction.
- (b) The Board and the UFF recognize the increasing development and use of technology, in all of the different forms, to support teaching and learning and to enhance the fundamental relationship between faculty member and student. This technology may be used in the context of distance learning. Furthermore, the Board and the UFF also recognize that this technology should be used to the maximum mutual benefit of the uUniversity, the faculty member, and the educational process.
- (c) The University shall review the considerations stated in (1) through (4), below, which may be raised by faculty development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other faculty member instructional activities and, therefore, be addressed by existing university policies and procedures. If the uUniversity concludes that new or revised policies are needed, they shall negotiate such policies with UFF pursuant to Section 2.1 prior to implementation.
 - (1) Recognition of that faculty member's effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner is appreciably greater than that associated with a traditional course;
 - (2) Training and development resources available to faculty members who have been assigned to provide instruction through the use of instructional technology/distance learning;
 - (3) Provisions for clerical, and technical support in conjunction with the assigned use of instructional technology/distance learning; and
 - (4) Compensation, including substantial recognition in a faculty member's assignment or provisions for extra Sstate compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.
- (d) The faculty member shall not make use of appreciable uUniversity support in the creation or revision of instructional technology materials unless the uUniversity approves such use in advance and in writing.
 - (1) Appreciable uUniversity support is to include support that is significantly beyond the traditional support that is provided to faculty, which includes but is not limited to: office space; access to computers and software; access to internet and learning management systems; ~~and~~ training and development, including classes taken at Florida A&M; and access to library and data bases.

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- (2) If instructional technology is created without appreciable University support, then it is the property of the faculty member (Section 18.3(b)(2)).
 - (3) In the case of the property of the faculty member, the University will guarantee that the instructional technology will not be copied or duplicated, in whole or part, by anyone other than the owner, from any learning management system or similar, that is provided by the University.
- (e)
- (1) Provisions governing releases to be obtained when the university has an interest in instructional technology are contained in Section 18.3(c)(3). Consistent with such provisions and prior to the use of the instructional technology materials described in Section 9.9(a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use.
 - (2) The university shall assist the faculty member in obtaining releases regarding instructional technology materials when:
 - a. the university has asserted an interest in such materials; or
 - b. the university has assigned the faculty member to develop such materials.

9.11 Calculating FTE.

(a) Classroom Instruction. Classroom instruction includes those courses which are taught in a traditional classroom, hybrid setting, or online method.

~~(4)~~(1) Each full-time faculty should be assigned a total of fifteen (15) classroom contact hours, or equivalent in other efforts, per week for each of the regular semesters, excluding summer. Assigned responsibility should be calculated to the nearest single decimal only.

~~(5)~~(2) Undergraduate Courses. The percent effort for a given course is obtained by dividing the number of contact hours by fifteen (15) and multiplying by 100%.

~~(6)~~(3) Graduate Courses. The percent efforts for a given course are obtained by dividing the number of contact hours by fifteen (15) and multiplying by 133%.

~~(e)~~(b) Directed Individual Studies. The percent effort will be calculated based on 0.5 contact hours per student enrolled; Directed Individual Studies will be offered and approved at the Dean's discretion. Directed Individual Studies will not be offered for more than five (5) students per course.

FAMU Course Contact Hour Table

Course Contact Hours	Undergraduate Effort %	Graduate Effort %
1	6.7	8.9
2	13.3	17.7

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3	20.0	26 .6
4	26.6	35.5
5	33.3	44.4

~~(f)~~(c) Other instructional efforts in a non-classroom environment, such as (i) Thesis/Dissertation Supervision; (ii) Supervision of Interns; (iii) Clinical Activity; (iv) preparation of class materials and (v) assigned office hours, will be based on average weekly direct contact hours with the student.

~~(g)~~(d) Academic advisement for undergraduate students will be based on the value of 0.4 % FTE per advisee.

~~(h)~~(e) Other non-instructional efforts such as (i) Academic Admin/Support Services; (ii); Leave of Absence with Pay; (iii) Public or Institutional Service; (iv) Supervision of Cooperative Education; (v) University Governance and (vi) Research and other Sponsored Activities, will be based on the average number of weekly hours dedicated to such effort, divide by forty (40) and multiplying by 100%.

~~(i)~~(f) Class size - While the number of students in a class impacts the quality of education, some classes such as traditional lectures may be able to support larger class sizes, courses that require more direct contact, or that have a greater demand on the instructor in the form of grading assignments, or individualized instruction, should be provided reduced class sizes.

- (1) Traditional lectures should have a maximum class size of seventy-five (75) students. Enrollment of seventy-six (76) – 100 one hundred (100) students shall afford a .50% increase in assigned effort. Enrollment of one hundred and one (101) - 120 one hundred and twenty (120) shall afford a 100 % increase in assigned effort. Courses that require a greater demand on the instructor, including, but not limited to composition, ~~mathematics~~ speech, ~~and~~ conversational foreign language and mathematics in the 2000 level or above, with the exception of STA 2023-Statistics, shall have a maximum class size of 25 twenty-five (25) students. Enrollment of twenty-six (26) – thirty-four (34) students shall afford a 50% increase in assigned effort. Enrollment of more than thirty-five (35) students shall afford a 100% increase in assigned effort. Mathematics course below the 2000 _level and STA 2023 – Statistics shall have a maximum class size- of thirtyforty (3040) students. Enrollment of forty-one (41) – fifty (50) thirty-one (31) – thirty-nine (39) students shall afford a 50% increase in assigned effort. Enrollment of more than fifty (50)forty (40) or more students shall afford a 100% increase in assigned effort. Other courses may be included with justifications upon mutual agreement between the Board and UFF.
- (2) No class or teaching laboratory shall have a number of students plus faculty greater than room occupancy permitted by the fire marshal.
- (3) Those classes that are combined lecture plus lab should be uncombined into a lecture and a lab, when the instructor for both lecture and lab are not the same person.

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- (4) Class minimums are set at fifteen (15) for undergraduate courses and six (6) for graduates. Classes with lower attendance are allowed upon the presentation of academic justifications to the Office of Academic Affairs.

For the University



Rob Larkin
Chief Negotiator

4/14/2026

Date

For FAMU-UFF



James Muchovej
Chief Negotiator

4/14/2026

Date