

ARTICLE 14
ASSIGNMENT

WHAT CHANGES ARE PROPOSED

- Establishes the use of a maximum number of contact hours for the purposes of computing full-time faculty teaching load.
- Grants faculty members a choice between overload compensation or course release in the semester following an overload assignment.
- Creates a model for individual faculty to accumulate and redeem (“bank”) units for instructional activity other than their full-time teaching load and other than any overload teaching they were assigned to complete.
- Proposes a process for the implementation of the banking model.

WHY THE CHANGES ARE IMPORTANT

- Aligns and clarifies contract language with current practice in teaching load. (Note that the minimum number of contact hours to be considered is State regulated pursuant to Section 1012.945, Florida Statutes.).
- The current contract leaves the choice between overload compensation and course release to the department chair and is to be applied only in extraneous circumstances. Release requests are sometimes delayed indefinitely, while no alternative means of compensation is offered. The proposal improves this process.
- Proposed banking model builds upon the existing UNF “course banking Policy,” is easy to implement and track using instructional units, and improves the current UNF Course Banking Policy by clarifying the process for redeeming banked credits including grandfathering of accumulated banking units and a timeline for redeeming credits.

ARTICLE 14

ASSIGNMENT OF RESPONSIBILITIES

14.1 Policy.

- (a) The University Administration 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. All faculty members have an ongoing responsibility to the University and its students to timely perform those academic duties and obligations arising from the faculty member's employment with the University regardless of when those duties and obligations occur.
- (b) The professional obligation of faculty members (teaching, advising, curatorship or librarianship, scholarship/creative activities, service, or other duties assigned for that year) is comprised of both scheduled and nonscheduled activities.
- (c) The University Administration and the UFF recognize that it is a part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities, such as department and/or college meetings in which faculty members are expected to participate are scheduled to be performed at specific times and places, non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member. Although the faculty member has the right to determine when and where to perform these nonscheduled activities so long as that determination is in furtherance of the University's mission, obligations, and responsibilities, the faculty member should consult with his/her supervisor where appropriate.
- (d) Each faculty member should be afforded assignments that provide equitable opportunities, in relation to other faculty members in the same department/unit, to meet the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year appointments.
- (e) The University Administration shall make a reasonable and good-faith effort, consistent with the other provisions of this Agreement, to provide faculty with the necessary facilities and resources for carrying out their assigned duties and responsibilities.

14.2 Considerations in Teaching Assignment.

- (a) The Trustees and the UFF recognize that while the Legislature has described the

44 minimum full academic assignment for teaching faculty in terms of twelve (12)
45 classroom contact hours of instruction or equivalent research/scholarship and
46 service-, where “classroom contact hours” are defined pursuant to Section
47 1012.945, Florida Statutes. the professional obligation undertaken by a faculty
48 member will ordinarily be broader than that minimum, and is not easily
49 quantifiable.

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51 (1) For nine-month tenured or tenure-track faculty, the contractual teaching
52 assignment shall not exceed eighteen (18) classroom contact hours per
53 academic year.

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55 (2) For nine-month non-tenure track faculty, the contractual teaching assignment
56 shall not exceed 24 classroom contact hours per academic year.

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58 (3) For twelve-month lab lecturers in the natural sciences, the contractual teaching
59 assignment shall be twelve (12) lab sections per academic year (normally five
60 (5) labs in the Fall, five (5) labs in the Spring, and two (2) labs in the Summer).

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62 (4) Teaching assignments in excess of the classroom contact hours stated above
63 shall be classified as an overload assignment as discussed below in 14.11.

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65 (b) In making assignments, subject to the provisions of this Agreement, the University
66 Administration has the right to determine the types of duties and responsibilities
67 that comprise the professional obligation and to determine the mix or relative
68 proportion of effort a faculty member may be required to expend on the various
69 components of the obligation. Additionally, the parties recognize that if the
70 University Administration exercises this right in a manner that has a direct and
71 substantial impact upon terms and conditions of employment, the University
72 Administration shall provide the UFF with the opportunity to engage in collective
73 bargaining with regard to the impact of such changes before implementing them.

74
75 (c) In making teaching assignments, the University Administration shall be primarily
76 guided by the needs of the program or department/unit. The University
77 Administration shall also be guided by the following considerations:

78
79 (1) the faculty member’s qualifications, experience, professional growth and
80 development, and preferences;

81
82 (2) the character of the teaching assignment, including but not limited to

83
84 a. the number of hours of instruction,

85
86 b. the distribution of day, evening and weekend courses which is fair

- 87 and reasonable under the circumstances,
88
89 c. the number of hours between the beginning of the first assignment
90 and the end of the last assignment in any one day (normally a
91 maximum of 8 hours),
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93 d. the number of hours between the end of the last assignment and the
94 beginning of the next assignment (normally at least 12 hours),
95
96 e. the preparation required,
97
98 f. whether the faculty member has taught the course in the past,
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100 g. the average number of students enrolled in the course in past
101 semesters,
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103 h. the time required by the course,
104
105 i. whether travel to another location is required,
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107 j. the number of preparations required,
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109 k. the faculty member's assignments in other semesters,
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111 l. the terms and conditions of a contract or grant from which the
112 faculty member is compensated,
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114 m. the use of instructional technology,
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116 n. the availability and adequacy of materials and equipment, facilities,
117 secretarial services, student assistants, and other support services
118 needed to perform the assignments, and
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120 o. any changes which have been made in the assignment, including
121 those which may have resulted from previous evaluations of the
122 faculty member; and
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124 (3-4 3) the equitable opportunity, in relation to other faculty members in the same
125 department/unit, to fulfill applicable criteria for tenure, promotion, merit
126 salary increases, or, if applicable, multi-year appointments.
127
128 (d) The department chair/supervisor shall provide the teaching faculty member with
129 the opportunity to consult about the course schedule and shall accommodate a

130 faculty member's teaching preferences to the extent practicable. During the
131 consultation, the department chair/supervisor shall discuss any contemplated
132 change in the faculty member's assigned allocations for teaching,
133 research/scholarship/creative activity, and service.

134
135 (e) A teaching faculty member shall, upon written request, promptly be granted a
136 conference with the person responsible for making the assignment to express
137 concerns regarding the considerations listed in subsection 14.2(c). If the conference
138 with the person responsible for making the course assignment does not resolve the
139 faculty member's concerns, the faculty member shall, upon written request,
140 promptly be granted an opportunity to discuss those concerns with an administrator
141 at the next higher level. If the faculty member's concerns are not resolved, the
142 administrator shall inform the faculty member of his/her right to address the matter
143 through the expedited Neutral Umpire procedure described in Appendix "G".
144

145 (f) No teaching faculty member's assignment shall be arbitrary or unreasonable.

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147 (1) For the purpose of applying this principle to teaching assignments, teaching
148 assignments shall be deemed arbitrary or unreasonable if one or more of the
149 following applies:

150
151 a. The assignment was made without providing the faculty member the
152 opportunity to consult about the assignment.

153
154 b. After consulting with the faculty member, the University
155 Administration did not make a fair and reasonable attempt to
156 accommodate the faculty member's circumstances, including
157 allowing reasonable time for research for those faculty members
158 with research assignments. In this regard, the parties recognize the
159 following:

160
161 1. assignments are driven primarily by the program and
162 curricular needs of the students in the programs in the
163 department. The preferences and desires of the faculty
164 members are secondary to these program and curricular
165 needs.

166
167 2. not all circumstances can be accommodated, and that
168 inability to accommodate does not in and of itself represent
169 an arbitrary or unreasonable assignment.

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171 c. An assigned course is outside the faculty member's area of expertise
172 and the faculty member has not agreed to teach the course.

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- d. The time between the beginning of the first teaching assignment and the end of the last teaching assignment in any one day exceeds eight hours, unless the faculty member has agreed to such an arrangement or there is no practicable alternative.
 - e. The time between the end of the last teaching assignment on one day and the beginning of the first teaching 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.
 - f. If, in relation to other faculty members in the same department/unit, 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.

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- (2) If a teaching 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 “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 faculty assignments are subject to the provisions of the Grievance Procedure and Arbitration article.

199 14.3 Considerations in Assignments for Advisors, Curators, and Librarians.

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- (a) The term “assignment,” as used in this section, refers to the general scope of a faculty member’s assigned duties and responsibilities. In making assignments, subject to the provisions of this Section, the University Administration has the right to determine the types of duties, responsibilities, and workload that 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. Additionally, the parties recognize that if the University Administration exercises this right of assignment in a manner that has a direct and substantial impact upon terms and conditions of employment, the University Administration shall provide the UFF with the opportunity to engage in collective bargaining with regard to the impact of such changes before implementing them.

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- (b) In making advisor, curator, and librarian assignments, the University shall be guided by the following considerations:

- 216 (1) the needs of the program or department/unit, and the needs of students and
217 faculty;
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219 (2) the advisor's, curator's, or librarian's qualifications, experience,
220 professional growth and development, and preferences;
221
222 (3) the character of the advising, curatorship, or librarianship assignment,
223 including but not limited to
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225 a. the terms and conditions of a contract or grant from which the
226 faculty member is compensated; and
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228 b. any changes which have been made in the assignment, including
229 those which may have resulted from previous evaluations of the
230 faculty member.
231
232 (4) the equitable opportunity, in relation to other faculty members in the same
233 department/unit, to fulfill applicable criteria for promotion, merit salary
234 increases, or, if applicable, multi-year appointments.
235
236 (c) The department chair/supervisor shall provide the faculty member with the
237 opportunity to consult about the assignment and shall accommodate a faculty
238 member's assignment preferences to the extent practicable.
239
240 (d) No faculty member's advising, curatorship, or librarianship assignment shall be
241 arbitrary or unreasonable. For the purpose of applying this principle to assignments
242 as described in this section, assignments shall be deemed arbitrary or unreasonable
243 if one or more of the following applies:
244
245 (1) The assignment was made without providing the faculty member the
246 opportunity to consult about the assignment.
247
248 (2) After consulting with the faculty member, the University Administration
249 did not make a fair and reasonable attempt to accommodate the faculty
250 member's circumstances. In this regard, the parties recognize the following:
251
252 a. assignments are driven primarily by the program and curricular
253 needs of students and teaching faculty. The preferences and desires
254 of the advisor, library, or curator faculty are secondary to these
255 program and curricular needs.
256
257 b. not all circumstances can be accommodated, and that inability to
258 accommodate does not in and of itself represent an arbitrary or

259 unreasonable assignment.

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261 (3) An advising, curatorship, or librarianship assignment is outside the faculty
262 member's area of expertise and the faculty member has not agreed to accept
263 the assignment.

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265 (4) If, in relation to other faculty members in the same department/unit, the
266 assignment does not provide an equitable opportunity to meet the required
267 criteria for promotion, merit salary increases, and, if applicable, multi-year
268 appointments, or there has been no provision for a timely appropriate
269 adjustment that corrects the inequity.

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271 14.4 Initial and Subsequent Assignments.

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273 (a) Communication of Assignment. Each instructional faculty member shall be
274 provided a general written statement of his/her annual assignment of
275 responsibilities in teaching, research/scholarship and other creative activities,
276 professional service, and other duties assigned for that year. Each non-instructional
277 faculty member shall also be provided a general written statement of his/her annual
278 assignment of responsibilities. For returning faculty members, this assignment of
279 responsibilities shall be included as part of the annual evaluation. New faculty
280 members shall be informed of assigned duties as part of their letter of offer.

281

282 (b) In order to facilitate the planning of course schedules, tentative written teaching
283 assignments for the next academic year shall be provided no later than April 1 for
284 returning faculty members and as soon as it can be done for new faculty members.
285 If it can be done, the final assignment shall be communicated in writing no later
286 than six weeks prior to the starting date of each term.

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288 (c) The assignment of responsibilities document shall be signed and dated by both the
289 faculty member and the faculty member's chair/supervisor.

290

291 (d) The period of instructional assignment during an academic year shall not exceed an
292 average of seventy-five (75) days per semester. A limited number of necessary
293 meetings may be scheduled during the week after the ending of classes for each
294 semester (exam week). Additionally, during the five (5) working days prior to the
295 commencement of fall classes, faculty may be assigned scheduled duties including
296 testing, advisement, meetings, and workshops. Within each semester, activities
297 referred to above shall be scheduled during contiguous weeks, with the exception
298 of spring break.

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300 14.5 Change in Teaching Assignment.

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- 302 (a) Should it become necessary to make changes in a faculty member's teaching
303 assignment, the person responsible for making the change shall promptly notify the
304 faculty member prior to making such change and shall specify such change in
305 writing.
306
- 307 (b) The change in teaching assignment shall be communicated to the faculty member
308 in writing no later than four (4) weeks in advance of its starting date, if practicable.
309 If a change in a faculty member's teaching assignment is made later than four (4)
310 weeks in advance of its starting date, such change shall be noted in the chair's
311 annual evaluation of the faculty member, and the chair must evaluate the results
312 from the student evaluations of such courses within the context of the late change
313 of assignment.
314
- 315 (c) The University Administration shall make a reasonable and good faith effort not to
316 change the same faculty member's teaching assignment within four (4) weeks in
317 two consecutive academic years.
318

319 14.6 Equitable Opportunity. Each faculty member shall be given assignments that provide
320 equitable opportunities, in relation to other faculty members in the same department/unit, to meet
321 the required criteria for promotion, tenure, merit salary increases, and, if applicable, multi-year
322 appointments.
323

- 324 (a) For the purpose of applying this principle to promotion, assignments shall be
325 considered over the entire period since the original appointment or since the last
326 promotion if the faculty member has been promoted, not solely over the period of
327 a single annual assignment. If it is determined that a faculty member has not
328 received assignments that provide equitable opportunities to meet the required
329 criteria for promotion, then the faculty member must receive a timely appropriate
330 adjustment in his/her assignment that corrects the inequity. The faculty member's
331 annual assignments shall be included in the promotion file.
332
- 333 (b) For the purpose of applying this principle to tenure, assignments shall be considered
334 over the entire period of tenure-earning service and not solely over the period of a
335 single annual assignment.
336
- 337 (1) If it is determined that a faculty member has not received assignments that
338 provide equitable opportunities to meet the required criteria for tenure, then
339 the faculty member must receive a timely appropriate adjustment in his/her
340 assignment that corrects the inequity. The faculty member's annual
341 assignments during his/her period of tenure-earning service shall be
342 included in the tenure file.
343
- 344 (2) If an arbitrator determines that a faculty member was not provided an

345 equitable opportunity as described in this section, the arbitrator may award
346 an additional period of employment (not to exceed three years) for the
347 purpose of rectifying the inequity requiring the University to provide the
348 equitable opportunity as described herein. The arbitrator may retain
349 jurisdiction for purposes of determining whether the ensuing assignment
350 provides such equitable opportunity.

351
352 (c) If it is determined that a faculty member has not received assignments that provide
353 equitable opportunities to meet the required criteria for merit salary increases, then
354 the faculty member must receive a timely appropriate adjustment in his/her
355 assignment that corrects the inequity. The fact that the faculty member was not
356 provided such equitable opportunity shall be taken into account when determining
357 merit salary increases.

358
359 (d) The arbitrator cannot award tenure or promotion.
360

361 14.7 Office Hours. Fall and Spring Office Hours. Office hours shall be posted. In order to
362 accommodate reasonable student needs, faculty members shall normally maintain at least five (5)
363 office hours per week, and shall also be available by appointment.
364

365 14.8 Equipment. The University Administration shall make a reasonable and good-faith effort
366 to provide and maintain an adequate inventory of technologically current equipment, and shall
367 make a reasonable and good faith effort to obtain funding to provide for the replacement of
368 obsolete equipment.
369

370 14.9 Non-instructional Workweek. Scheduled hours for non-instructional faculty members shall
371 not normally exceed forty (40) hours per week.
372

373 14.10 The University Administration and UFF recognize that certain faculty members (who are
374 covered by this Agreement) have annual assignments which include supervisory responsibilities.
375

376 (a) The University Administration shall provide these supervisory faculty with
377 notice(s) in writing of any changes relevant to labor agreements, statutes, rules, and
378 policies affecting the working conditions and employees supervised by the faculty
379 member.
380

381 (b) In the event that a faculty member becomes involved in a disciplinary meeting or
382 hearing of an employee supervised by the faculty member, the faculty member shall
383 have the right for a UFF representative to be present to observe all meetings and
384 hearings held to discuss the issue.
385

386 14.11 ~~Overload Assignments~~ Duties in Excess of the Faculty Member's Full-Time Appointment.
387

- 388 (a) ~~An overload assignment is defined as the assignment of duties in excess of the~~
389 ~~faculty member's full-time appointment.~~
390
- 391 (b) No faculty member shall be required to accept ~~an overload assignment the~~
392 ~~assignment of a duty in excess of the faculty member's full-time appointment~~ the
393 assignment of a duty in excess of the faculty member's full-time appointment
394 without fair compensation. Assignments and compensation for duties in excess of
395 the faculty member's full-time appointment shall be subject to the following:
- 396 (a) Overload Teaching Assignments
- 397 (a1) An overload teaching assignment is the assignment of ~~duties a course~~ in
398 excess of the faculty member's full-time ~~appointment~~ teaching load-as
399 specified in 14.2 (a).
- 400
- 401 (b2) No faculty member shall be required to accept an overload teaching
402 assignment.
- 403
- 404 (e3) An overload teaching assignment shall be offered equitably and as
405 appropriate to qualified faculty members in sufficient time to allow
406 voluntary acceptance or rejection.
- 407
- 408 (d4) The University Administration, ~~at its discretion, may~~ shall offer faculty
409 members a choice between one of the two following methods of
410 compensation, ~~or a choice between the two:~~
- 411
- 412 (1) a. Financial compensation for nine-month faculty shall be of-at least
413 \$2000-\$3000 per credit classroom contact hour (where "classroom
414 contact hours" are defined pursuant to Section 1012.945, Florida
415 Statutes) or 4.16% of annual salary per contact hour (whichever is
416 higher) for the overload appointment teaching assignment. Financial
417 compensation for twelve-month laboratory lecturers shall be
418 determined as follows: If a lab lecturer teaches more than twelve
419 (12) labs during his/her twelve (12) month contract, then the
420 overload payment for each lab exceeding the standard twelve (12)
421 lab load, as specified in 14.2.a(3), will be \$6,900.00.
- 422
- 423 (2) b. ~~in exceptional circumstances,~~ An equitable reduction in their
424 teaching assignment in the following year.
- 425
- 426 (5) Faculty members shall not be required to accept a reduction in teaching
427 assignment in lieu of financial compensation.
- 428
- 429 (e6) ~~Monetary compensation for overload assignments shall be paid from OPS,~~
430 ~~not salary dollars. OPS payments do not qualify for retirement~~

431 ~~compensation or credit, and no retirement compensation shall be provided~~
432 ~~for the portions of the faculty member's overload assignment made by OPS~~
433 ~~payment.~~
434

435 (b) Banking Units for Other Instructional Activity.

436 (1) Other instructional activity not accounted for as an overload teaching
437 assignment shall be accounted for, banked, and redeemed for subsequent course
438 release(s).

439 (2) Other instructional activity is defined as individually-designed courses and
440 other instructional activities that fall outside contractually assigned duties. This
441 includes but is not limited to Directed Independent Study, Doctoral Dissertation,
442 Doctoral Projects, Master's Thesis, Graduate Projects, Honors Thesis, Capstones,
443 Senior Projects, Teaching Practicums, and Supervised Research.

444 (3) Accumulated banking credit can be redeemed according to the following
445 model:

446 a. Other instructional activity shall be accounted for and banked in units of
447 "student credit hours" as recorded for the purposes of course scheduling.
448 More specifically, each student credit hour should be interpreted as the
449 equivalent of one hour of educational credit a single student would
450 register for in any given semester. For example, if a faculty member
451 teaches a course section of Directed Independent Study with 2 students
452 enrolled in it, each registered for a 1-credit hours course load, the faculty
453 member would earn 2 student credit hour units for the instructional
454 effort of teaching that course.

455
456 b. Serving on a Doctoral Dissertation, Doctoral Project, Master's Thesis, or
457 Graduate Project as a committee member other than the Dissertation or
458 Thesis Director or major advisor shall be banked as three student credit
459 hours.

460
461 c. If a student fails to successfully complete a course and does not earn a
462 passing grade, credit shall still be earned by the faculty member for the
463 purposes of banking.

464
465 (4) Accumulated banking credit can be redeemed according to the following
466 process:

467 a. A faculty member shall be eligible for a course release of a 3-classroom
468 contact hours course assignment upon accumulation of a total of 20
469 units (student credit hours).

- 470 b. A faculty member may request a redemption of banking units at their
471 discretion.
- 472 c. Redemption requests for course release shall be submitted by the
473 eligible faculty member to the respective department's chairperson in
474 writing during the spring semester preceding the academic year when
475 the requested course release is to occur.
- 476 d. Where due to scheduling issues the University administration is unable
477 to accommodate the course release request of an eligible faculty
478 member, after attempting unsuccessfully to schedule the course release
479 assignment in two consecutive semesters, the faculty member will
480 automatically receive monetary compensation in the amount of \$9,000
481 or 12.48% of annual salary (whichever is higher), no later than four
482 weeks after the end of the semester of the last failed attempt.
- 483 e. Unused banked credits do not expire for the duration of a faculty
484 member's employment at UNF.
- 485 f. Course releases that result from redemption of banked credits shall
486 occur during Fall or Spring semesters only.
- 487 g. The unit chairperson will provide faculty with an individual report of
488 their accumulated banked credits on an annual basis.
- 489 h. The above provisions supersede any existing relevant course banking
490 policies and are retroactive. More specifically, unused credits earned by
491 faculty members prior to the execution of this Contract will be
492 grandfathered in and will be computed as prescribed herein based on
493 historical scheduling records and any other existing department-level
494 log files.

496 ~~14.12 Twelve Month Laboratory Lecturers—Teaching Assignments and Compensation Level.~~
497 ~~The teaching assignment for twelve (12) month laboratory lecturers in the natural sciences will be~~
498 ~~twelve (12) lab sections per year (normally five (5) labs in the Fall, five (5) labs in the Spring, and~~
499 ~~two (2) labs in the Summer). If a lab lecturer teaches more than twelve (12) labs during his/her~~
500 ~~twelve (12) month contract, then the overload payment for each lab exceeding the standard twelve~~
501 ~~(12) lab load will be \$4,800.00 per lab credit.~~

502
503 ~~14.13² Banking Units for Course Releases—The University is permitted to develop procedures for~~
504 ~~allowing faculty to bank units for later course releases. The efforts that may be banked include,~~
505 ~~but are not limited to: Directed Independent Study, Honors Thesis, Graduate Committee~~
506 ~~Membership, and Senior Seminar/Paper/Project. The University is responsible for establishing~~
507 ~~how banking units accrue and the number of units needed for a course release. The course release~~

508 ~~procedures will be written by Academic Affairs, in consultation with the deans, and the faculty~~
509 ~~will be given the opportunity to provide input at the beginning of the process and on a draft of the~~
510 ~~document. Upon attaining sufficient banked units for a course release, the course release should~~
511 ~~be provided within two academic years. The semester in which the release is provided is at the~~
512 ~~discretion of the faculty member's Chair.~~

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515 **NOTE: Proposed strikethroughs below are contingent upon tentative agreement to changes**
516 **in Article 25 (Intellectual Property)**

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518 ~~14.14 Development/Use of Instructional Technology~~

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520 (a) ~~—"Instructional technology material" includes video and audio recordings, motion~~
521 ~~pictures, film strips, photographic and other similar visual materials, live video and~~
522 ~~audio transmissions, computer programs, computer assisted instructional course~~
523 ~~work, programmed instructional materials, three dimensional materials and~~
524 ~~exhibits, and combinations of the above materials, which are prepared or produced~~
525 ~~in whole or in part by a faculty member, and which are used to assist or enhance~~
526 ~~instruction.~~

527

528 (b) ~~The University Administration and the UFF recognize the increasing development~~
529 ~~and use of technology, such as interactive television, and computer software, to~~
530 ~~support teaching and learning and to enhance the fundamental relationship between~~
531 ~~faculty member and student. This technology may be used in the context of distance~~
532 ~~learning. Furthermore, the University Administration and the UFF also recognize~~
533 ~~that this technology should be used to the maximum mutual benefit of the~~
534 ~~University and the faculty member.~~

535

536 (c) ~~The University Administration shall review the considerations stated in (1) through~~
537 ~~(4), below, which may be raised by faculty development and use of instructional~~
538 ~~technology/distance learning. It is recognized that these considerations may already~~
539 ~~apply to other faculty instructional activities and, therefore, be addressed by~~
540 ~~existing University policies and procedures in effect on January 6, 2003. If the~~
541 ~~University Administration concludes that new or revised policies, other than those~~
542 ~~in effect on January 6, 2003, are needed, it shall develop those policies and provide~~
543 ~~a copy to the UFF. If new or revised policies have a direct and substantial impact~~
544 ~~on terms and conditions of employment of faculty members, the University~~
545 ~~Administration shall negotiate the impact of the new or revised policies prior to~~
546 ~~implementing them.~~

547

548 (1) ~~Recognition that a faculty member's effort spent in the assigned~~
549 ~~development of instructional technology/distance learning materials and in~~
550 ~~providing instruction assigned in this manner may be appreciably greater~~

- 551 ~~than that associated with a traditional course;~~
552
553 ~~(2) — Training and development resources available to faculty members who have~~
554 ~~been assigned to provide instruction through the use of instructional~~
555 ~~technology/distance learning;~~
556
557 ~~(3) — Provisions for clerical, technical, and library support in conjunction with~~
558 ~~the assigned use of instructional technology/distance learning; and~~
559
560 ~~(4) — Compensation, including recognition in a faculty member’s assignment or~~
561 ~~provisions for extra State compensation, for appreciably greater workload~~
562 ~~associated with the assigned development and use of instructional~~
563 ~~technology/distance learning.~~
564
565 ~~(d) — The faculty member shall not make use of appreciable University support in the~~
566 ~~creation or revision of instructional technology materials unless the University~~
567 ~~Administration approves such use in advance and in writing.~~
568
569 ~~(e) — Property Rights and Releases.~~
570
571 ~~(1) — Working Papers Rights. Consistent with law and other applicable provisions~~
572 ~~of this Agreement and the legitimate interests of the University, faculty~~
573 ~~members shall have the right to control of their personal correspondence,~~
574 ~~notes, raw data, and other working papers related to teaching materials,~~
575 ~~including instructional technology materials.~~
576
577 ~~(2) — Independent Works. Consistent with law and other applicable provisions of~~
578 ~~this Agreement, a work made in the course of independent efforts is the~~
579 ~~property of the faculty member, who has the right to determine the~~
580 ~~disposition of such work and the revenue derived from such work. As used~~
581 ~~in this Section, the term “independent efforts” means that:~~
582
583 ~~a. — the ideas came from the faculty member~~
584
585 ~~b. — the work was not made with the use of appreciable University~~
586 ~~support, and~~
587
588 ~~c. — the University is not held responsible for any opinions expressed in~~
589 ~~the work.~~
590
591 ~~(3) — Provisions governing releases to be obtained when the Trustees or the~~
592 ~~University Administration has an interest in instructional technology are~~
593 ~~contained in the Intellectual Property Article. Consistent with such~~

594 ~~provisions and prior to the use of the instructional technology materials~~
595 ~~described in Section 14.11 (a), above, releases shall be obtained from~~
596 ~~persons appearing in, or giving financial or creative support to their~~
597 ~~development or use, and the faculty member shall certify that such~~
598 ~~development or use does not infringe upon any existing copyright or other~~
599 ~~legal right. The faculty member shall be liable to the Trustees and the~~
600 ~~University Administration for judgments resulting from such~~
601 ~~infringements.~~

602
603 ~~(4) The University Administration shall assist the faculty member in obtaining~~
604 ~~releases regarding instructional technology materials when:~~

605
606 ~~a. the University Administration has asserted an interest in such~~
607 ~~materials; or~~

608
609 ~~b. the University Administration has assigned the faculty member to~~
610 ~~develop such materials.~~