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ARTICLE __
SUMMER APPOINTMENTS

6.1 Policy

(a) Summer appointments 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. All such appointments shall be in accordance with written criteria.

(b) The summer appointment criteria and procedures shall be provided to each faculty member eligible for such assignment.

(c) A full-time (1.0) FTE summer appointment shall consist of teaching eight credit hours. In no case shall a summer teaching appointment exceed nine credit hours or 1.125 FTE.

6.2 Assignment.

(a) The summer course schedule shall be developed to meet the program and curricular needs of the students in the programs in the department. The department officer who schedules summer courses shall consult with the faculty members about which courses they are qualified and available to teach.

(b) Each faculty member who wishes to teach a course in the summer shall be guaranteed a course assignment, so long as the course to which the faculty member is assigned enrolls a sufficient number of students. Sufficient enrollment is generally defined as 30 students at the undergraduate lower level, 20 students at the undergraduate upper level, and 10 students at the graduate level.

(c) If sufficient student enrollment does not materialize, the faculty member shall be reassigned to an appropriate course that does have sufficient enrollment and is currently assigned to a part-time faculty member.

1 (1) This reassigned course shall be one that the faculty member
2 has taught before ~~or~~ a new preparation that the faculty member has agreed to
3 teach.

4 (2) If a course reassignment is necessary, the faculty member
5 shall be notified no later than one week in advance of the start date of the newly
6 assigned course.

7 (3) If a faculty member has been assigned or reassigned a
8 course less than five weeks prior to the first class session, the faculty member
9 has the option of whether to administer student evaluations for that course. The
10 faculty member shall not be disadvantaged if he/she chooses not to administer
11 such student evaluations.

12 (d) The assignment of a second or third course to a faculty member
13 shall be pursuant to the department's summer rotation policy as codified in the
14 department's bylaws. In the absence of any newly developed or re-affirmed
15 summer rotation policy as per Section (d)(1) and (2) below, or if the University
16 Administration does not approve the department's newly developed or re-
17 affirmed summer rotation policy, the policy contained in Section (e) below shall
18 apply.

19 (1) Within ninety (90) days after ratification of this Agreement, a
20 department may develop a new summer rotation policy or re-affirm their existing
21 summer rotation policy.

22 (2) Any newly developed or re-affirmed summer rotation policy
23 must be approved by a 2/3 majority of faculty members eligible to vote in
24 departmental governance and then approved by the University Administration
25 **[subject to agreement on Shared Governance article].**

26 (e) Rotation Policy

27 (1) All department faculty members shall be ranked according to
28 their teaching assignments in the past three summers. Those with the lowest
29 total number of credits taught shall be ranked first, those with the next lowest
30 number of credits taught shall follow, etc.

- 1 (2) Ties in the ranking system above shall be broken by:
2 a. Rank
3 b. Years in rank at UNF (including credited years at hire),
4 and
5 c. Total years at UNF.

6 (3) New faculty and former administrators returned to a nine-
7 month faculty position shall be credited with the equivalent of two three-credit
8 hour courses per summer for purposes of inclusion in the priority listing.

9 (4) The priority list of faculty members shall be prepared by the
10 Department Chair and made available to faculty members as early in the fall
11 semester as is practical.

12 (f) The summer instructional assignment, like that for the fall and
13 spring semesters, includes the normal activities related to such an assignment as
14 defined by the department/unit and the nature of the course, such as course
15 preparation, minor curriculum development, lectures, evaluation of student
16 efforts, consultations and conferences with students, and minor committee
17 activities.

18 (g) The assignment of a course during a summer term does not include
19 other credit-generating activities such as thesis or dissertation supervision,
20 directed individual studies, supervised teaching or research/scholarship, or
21 supervision of student interns. No faculty member shall be required to undertake
22 such activities without compensation. Furthermore, faculty members who have
23 not been assigned a summer course shall not be required to undertake
24 committee work without compensation.

25 (h) No faculty member's summer assignment shall be arbitrary or
26 unreasonable.

27 (1) For the purpose of applying this principle to summer
28 **appointments assignments**, a summer **appointments assignments** shall be
29 deemed arbitrary or unreasonable if one or more of the following applies:

1 a. The course assignment was made without consulting
2 the faculty member as per Section __.2(a), above.

3 b. After consulting the faculty member as per Section
4 __.2(a), the University **Administration** did not make a fair and reasonable
5 attempt to accommodate the faculty member's circumstances. In this regard, the
6 parties recognize the following:

7 (i) summer appointments are driven primarily by
8 the program and curricular needs of the students in the programs in the
9 department. The preferences and desires of the faculty members are secondary
10 to these program and curricular needs.

11 (ii) not all circumstances can be accommodated,
12 and that inability to accommodate does not in and of itself represent an arbitrary
13 or unreasonable assignment.

14 c. The course assigned is outside the faculty member's
15 area of expertise.

16 d. The course assigned has never been taught before
17 **by the faculty member**, unless the faculty member has agreed to teach the
18 course.

19 e. The course has not been taught ~~the course by the~~
20 **faculty member** within the past three (3) years, unless the faculty member has
21 agreed to teach the course.

22 (2) If a faculty member believes that his/her summer assignment
23 is arbitrary or unreasonable, he/she should proceed to address the matter
24 through the expedited Neutral Umpire procedures in Appendix "H," which shall be
25 the exclusive method for resolving such disputes. During the processing and
26 resolution of the dispute, the faculty member shall perform the assigned duties in
27 question [**subject to agreement on Appendix H**]. Other claims of alleged
28 violations of the Agreement with respect to faculty summer assignments are
29 subject to the Grievance and Arbitration article.

1 6.3 Compensation.

2 (a) For each three-credit hour course assigned during the summer, a
3 faculty member shall receive 12.5% of his/her academic year rate of pay.

4 (b) For each four-credit hour course assigned during the summer, a
5 faculty member shall receive 16.7% of the faculty member's academic year rate
6 of pay.

7 (c) Courses that are other than three or four credit hours shall be
8 prorated accordingly.

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