THE RATIO OF RIGHTS AND OBLIGATIONS OF THE STUDENT AND THE FACULTY MEMBER IN SELF-DIRECTED LEARNING RELATIONS

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Abstract. *The article analyzes the relationship between the rights and obligations of the student and the faculty member in the process of self-directed learning from a labor-law and procedural perspective. It examines how the faculty member's duty to supervise independent work, as part of the teaching workload, relates to their obligations under the employment contract, as well as the student's procedural rights in this process.*

Keywords: *self-directed learning, faculty teaching workload, employment contract, student's procedural rights, pedagogical obligation, control mechanism.*

Introduction. In analyzing the legal nature of self-directed learning relations, scholars typically focus on the education-law relationship between two parties — the student and the institution. However, this bipolar analysis often overlooks an important element: the faculty member's individual status under labor law. In reality, a faculty member works for the institution under an employment contract (or an equivalent agreement), and the supervision of independent work constitutes part of their employment function. Consequently, a proper analysis of the student-faculty relationship requires accounting for a third dimension — the labor-law dimension. This three-dimensional approach (educational, labor-law, and procedural) forms the methodological foundation of the present research.

The purpose of this thesis is to analyze the faculty member's obligation to supervise independent work from the perspective of their employment contract, and to identify the student's procedural rights within this process. The novelty of this approach lies in the fact that labor law and education law are typically studied as separate fields, while the point of their intersection - namely, the faculty member's parallel obligations toward two distinct subjects (the employing institution and the student receiving education) - has remained insufficiently examined.

Main part. Before conducting the three-dimensional analysis of the student-faculty relationship, it is necessary to clarify the general legal nature of this

relationship. From a traditional standpoint, the student and the faculty member are not regarded as direct parties to a contract with each other - each maintains a separate legal relationship with the institution (the student through an educational services contract, the faculty member through an employment contract). However, in practice, these two separate relationships intersect within a single common process - self-directed learning - and it is precisely at this point of intersection that a gap in legal regulation emerges: neither education law nor labor law norms fully encompass this intersection.

The annual teaching workload of a faculty member includes, alongside classroom hours, a portion of hours allocated to supervising independent work (consultations, assessment, preparation of methodological materials). This constitutes an important legal fact: ensuring independent study is not an optional, supplementary activity for a faculty member, but rather a formal labor duty arising from their employment contract (or job description) with the institution.

An important practical consequence follows from this conclusion: if a faculty member fails to fulfill their duty to supervise independent work (for example, by not holding office hours at the scheduled time), this is not merely a "pedagogical shortcoming," but constitutes a breach of labor discipline, which, in accordance with labor-law norms, may give rise to disciplinary liability. In practice, however, this matter is rarely examined from a labor-law perspective - it is usually confined to internal pedagogical oversight alone.

Another important labor-law aspect concerns the extent to which a faculty member's obligations regarding the supervision of independent work are precisely articulated in their job description. If the job description states this obligation only in general terms (such as "supervising students' independent work") without specifying concrete quantitative and qualitative indicators (weekly consultation hours, response deadlines, assessment criteria), then evaluating the fulfillment of this obligation from a labor-law standpoint becomes nearly impossible — since disciplinary liability under labor law can arise only on the basis of a clearly defined obligation.

The second important aspect concerns the student's procedural rights. If a faculty member performs their duty to supervise independent work inadequately, what procedural remedies are available to the student? The analysis shows that this matter can be examined at two levels: the first level is the student's right to lodge a complaint with the institution's internal administration (the dean's office, the head of department), which exists in practice but whose procedural framework (deadline, obligation to respond, announcement of outcome) is not clearly established by regulation; the second level is the possibility for the student to treat this matter as an

instance of substandard service under the educational services contract, thereby resorting to civil-law remedies (for example, a claim based on partial non-performance of the contract) - a possibility that is almost never exercised in practice.

It should also be noted that the faculty member's obligation to supervise independent work is not uniform in nature — it may be divided into at least three categories: organizational obligations (setting topics, establishing deadlines), methodological obligations (providing instructional guidance and resources), and evaluative obligations (assessing completed work fairly and promptly). Current legal acts do not separately regulate these three types of obligation; they are instead combined under the single general concept of "supervising independent work." Such generalization complicates practical oversight, as it becomes difficult to determine precisely which obligation has been violated and what corresponding measures should be taken.

The third important aspect concerns the asymmetry of monitoring mechanisms. The fulfillment of a student's obligations regarding independent work is monitored regularly and rigorously (attendance, interim assessment, final evaluation). The fulfillment of the faculty member's corresponding obligation, however, is typically monitored with less rigor, usually only through student surveys or internal reporting. This asymmetry represents yet another manifestation of the practical inequality in the legal status of the two parties.

As a fourth aspect, the competition for time resources between a faculty member's duty to supervise independent work and their research activity deserves consideration. Although the current teaching-workload system allocates separate hours for research, in practice faculty members are often compelled to devote their time to classroom teaching and administrative tasks, resulting in a real shortage of time for the adequate supervision of independent work. This raises an important legal question: if a faculty member's overall workload exceeds the established norm, to what extent should they bear personal liability for the inadequate performance of their duty to supervise independent work - a matter closely tied to the institution's internal workload-distribution policy.

A fifth aspect concerns alternative (extrajudicial) mechanisms for resolving disputes between students and faculty members. In the practice of foreign universities, the position of "ombudsman" or "student rights representative" is widely established - an independent body, equidistant from both parties, that serves to resolve student-faculty disputes promptly and informally. Such an independent mediation institution is virtually absent in national practice - disputes are, as a rule, resolved hierarchically (department head, dean), which can sometimes undermine

objectivity, since the decision-making authority is often the direct supervisor of the accused party (the faculty member).

Conclusion. The analysis leads to the following conclusions: first, the faculty member's obligation to supervise independent work is a formal duty arising from their employment contract, and non-performance of this duty may serve as grounds for labor-law liability, although this possibility is rarely applied in practice; second, the student's procedural rights in the event of dissatisfaction with faculty performance (complaint deadlines, the procedure for receiving a response) are not clearly established by regulation; third, the mechanisms for monitoring the obligations of both parties are asymmetric, and this imbalance should be corrected by establishing a system that more rigorously monitors faculty obligations; fourth, an excessive overall workload for faculty members may adversely affect the quality of their supervision of independent work, and therefore workload-distribution policy and quality control should be considered in conjunction with one another; fifth, there is no independent, non-hierarchical mechanism (such as an ombudsman institution) for resolving student-faculty disputes in current practice, which may compromise the objectivity of dispute resolution.

As a practical recommendation, it is proposed that institutions' internal regulations include a separate provision clearly defining the procedure, deadline, and response obligation for student complaints concerning faculty performance, and that the possibility of introducing the position of an independent authorized representative for student rights (an ombudsman) at large institutions be considered. In conclusion, it should be noted that achieving full symmetry between students and faculty members is neither possible nor necessary, since their professional-legal status is inherently different in nature. Nevertheless, minimal procedural guarantees - that is, both parties knowing in advance how to act should their rights be violated - constitute a necessary condition for the legal stability of this relationship.

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