

# Chapter 8

## Salaries and Extra Compensation

### CONTRACTS

#### **NON-TENURE AND TENURE-TRACK CONTRACTS<sup>1</sup>**

A full-time or part-time contract is for a designated period and automatically expires at the end of that period (e.g., spring semester). Full-time non-tenure track and probationary tenure-track faculty receive 9-month contracts, unless special approval is received for a 10-, 11-, or 12-month faculty contract.

Tenure-track appointments shall begin with appointment to the rank of full-time assistant professor or a higher rank. The non-tenured period for tenure shall not exceed 7 years. Included within this period, if the initial contract stipulates, shall be approved full-time tenured service at other institutions of higher education. It may be agreed in writing that a faculty member's new appointment is for a probationary period of less than five complete years at Jacksonville State University.

The university shall not be bound by any prior promises, agreements, or understandings, oral or written, regarding the faculty member's contractual employment with the university. The terms and conditions applicable to the faculty member's appointment may not be changed orally but only in writing and duly signed by the university through its authorized representative in accordance with established procedures.

The contractual rights of the faculty member and university are personal to each party and may not be assigned or transferred to any other person or entity. The faculty member's duties and responsibilities may not be delegated.

Contracts are not required to be issued to tenured faculty.

#### **SUPPLEMENTAL CONTRACTS<sup>2</sup>**

Overload and/or summer differential contracts are awarded to faculty members, upon approval of the dean and the Provost and Senior Vice President for Academic Affairs, regardless of tenure-track status. Adjunct faculty receive designated contracts and receive no fringe benefits other than those required by Federal or State law, e.g., FICA. Contracts are also used to provide compensation for faculty who perform supplemental duties, such as extra compensation from grants or contracts.

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<sup>1</sup> Revised 06/2023

<sup>2</sup> Revised 06/2023

### **FACULTY APPOINTMENT<sup>3</sup>**

All faculty contracts have the initial designation of program area stated in the letter of appointment. Appointment for tenured faculty shall be the program area in which they hold tenure. Faculty members who change program areas within the university retain their tenure or progress toward tenure. Program area is subject to change at the discretion of the university.

### **CONTRACT FORM, ISSUANCE, AND RECEIPT<sup>4</sup>**

Faculty contracts shall typically include the following:

1. Type of contract and appointment.
2. Salary.
3. Designation of program area(s).
4. Designation of academic rank, academic title, or special academic status.
5. Duration of contract.
6. Special conditions (if any).
7. For overload and adjunct contracts, all course sections taught with enrollment numbers, including regular teaching load and any overload courses, should be included.

All full-time tenure-track and non-tenure-track contract renewal offers for an academic year will generally be issued before end of the spring semester for the following academic year. Signed contracts must be returned within two weeks. The contractual rights of the faculty member and university are personal to each party and may not be assigned or transferred to any other person or entity. The faculty member's duties and responsibilities may not be delegated.

All contracts are issued and returned on an individual basis.

### **SUMMER APPOINTMENT<sup>5</sup>**

Based on university and programmatic needs, summer appointments may include teaching, scholarly activity, and/or service activity. For full-time 9-month faculty, summer differentials are based on the number of credit hours at one thirty second ( $1/32$ ) per credit hour of instruction or its equivalent times the nine-month salary; e.g., a three-credit hour course would be  $3/32 \times 9$ - month salary for the summer differential. Nine credit hours during May 12 term are the maximum credit hours to determine a summer differential; 6 credit hours are the maximum credit hours during May 6 and June 6 terms; and 3 credit hours are the maximum credit hours during June 4 and July 4. Overloads during the short terms are discouraged, but if required, compensation will be at the adjunct rate. Compensation for courses that may be

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<sup>3</sup> Revised 06/2023

<sup>4</sup> Revised 06/2023

<sup>5</sup> Revised 06/2023

required for a few students during the summer may be prorated, if the instructor agrees to the reduction in compensation.

### **NON-TEACHING SUMMER ACTIVITIES<sup>6</sup>**

Scholarly activity and/or service may be substituted for teaching during the summer sessions upon specific approval of the department head, dean, and Provost and Senior Vice President for Academic Affairs.

### **SUMMER OVERLOADS<sup>7</sup>**

No overload compensation is available during the summer terms except upon the specific approval of the department head, dean, and Provost and Senior Vice President for Academic Affairs. Contracts will be issued for all overloads and will specify the exact terms of the overload agreement.

### **SALARY SCHEDULES<sup>8</sup>**

Salary schedules indicate salary ranges for each academic rank. The Board of Trustees authorizes these ranges.

The labor market dictates, to a large extent, the salaries that must be paid to faculty in different disciplines; therefore, there is no assurance that faculty members holding identical academic rank will be paid identical salaries. Furthermore, because of overlapping salary ranges in each academic rank, it is possible for an individual faculty member holding a higher academic rank to be paid less than another faculty member holding a lower academic rank. The primary determinants of salary are the forces of supply and demand, the needs of the university, and the individual's performance on the job.

### **SALARY INCREMENTS<sup>9</sup>**

Salary increments (within budgetary limitation) shall be recommended by the department head and by the dean of the appropriate college. These recommendations are to be consistent with the annual performance evaluation of the individual faculty member. Performance evaluation shall take into account the effectiveness of the individual in the traditional areas of teaching, scholarly activity, and service. All salary increments must be approved by the Provost and Senior Vice President for Academic Affairs and the President.

### **COMPENSATION FOR ADMINISTRATIVE OFFICERS<sup>10</sup>**

For traditional classroom teaching, no additional compensation shall be paid to administrative officers (President, vice-presidents, deans, department heads, etc.) with a 12-month faculty appointment who teach. These officers receive their regular monthly salary regardless of the number of hours they teach. With the approval of the Provost and Senior Vice President for

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<sup>6</sup> Revised 06/2023

<sup>7</sup> Revised 06/2023

<sup>8</sup> Revised 06/2023

<sup>9</sup> Revised 06/2023

<sup>10</sup> Revised 06/2023

Academic Affairs, administrative officers may be compensated for teaching courses after normal work hours.

### **ADVANCES<sup>11</sup>**

Advance payments for salaries are not available.

## **NON-INSTITUTIONAL PROFESSIONAL ACTIVITIES AND EXTRA COMPENSATION<sup>12</sup>**

Non-institutional professional activities for outside clients and participation in university activities for additional compensation are encouraged when they provide a service to business, industry, government, the region, or the university and allow faculty to keep abreast of current practices and problems in their academic fields. See the Non-Institutional Professional Activities<sup>13</sup> and Extra Compensation Policies<sup>14</sup> in the Jacksonville State University Manual of Policies and Procedures.

## **CONFLICT OF INTEREST<sup>15</sup>**

When faculty engage in either sponsored or university-supported research or activities, such as serving as paid or unpaid consultants, as part-time employees of any organization or agency, or as owners with significant interests in private business, their conduct may be subject to the conflict-of-interest statutes.

Faculty are responsible for being alert to possibilities of actual and potential conflicts of interest when they are involved in university-sponsored activities at the same time that they have significant interests in private businesses, engage in outside part-time work, or provide consultative services. Prior to engaging in such activities, faculty must notify their immediate supervisors, in writing, of any actual or potential conflicts of interest entailed. The supervisor shall forward such statements for review to the Provost and Senior Vice President for Academic Affairs or to an administrator designated by the Provost and Senior Vice President for Academic Affairs. A written opinion as to whether conflict of interest does or does not exist shall be transmitted to the faculty member, to the dean, and to the department head. See also the Jacksonville State University Manual of Policies and Procedures.<sup>16</sup>

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<sup>11</sup> Revised 06/2023

<sup>12</sup> Revised 06/2023

<sup>13</sup> <https://public.powerdms.com/JSUAL/documents/1291511>

<sup>14</sup> <https://public.powerdms.com/JSUAL/documents/1291510>

<sup>15</sup> Revised 06/2023

<sup>16</sup> <https://public.powerdms.com/JSUAL/documents/1291290>