

# **Frequently Asked Questions About Faculty Contracts**

## **Posted June 16, 2009**

### **1. Why is Part A split into two parts?**

Part A1 Compensation by academic rank incorporates a salary scale to make salary across colleges within the same rank equal in this part of Faculty Appointment Contracts (FACs).

Part A2 ensures that faculty experience no loss of Part A base salary found in their 2008-2009 contract.

The temporary agreement for the 2009-2010 contracts specifies that A1 plus A2 of the 2009 – 2010 contract should not be lower than the 2008-2009 total Part A compensation, regardless of funding sources.

### **2. Why has the contract form changed?**

This interim contract introduces Part A Compensation by academic rank (A1) without affecting total Part A tenure salary assurance (A1+A2) this year.

College or departments have varied the components of Part III, Salary for Period of Appointment. The components become uniform (only A, B, & C ) in this contract.

Part VI acknowledgements contain a pledge not to grieve or litigate the interim contract during the 2009-2010 academic year.

### **3. What is the significance of the May 14, 2009 date?**

The contract contains a statement that if negotiations for next year's (2010) contract are unsuccessful, the parties will revert back to whatever position they believe they had, "as of close of business, May 14th". The date and time is significant because this is after the Board of Trustees voted itself the right to set next year's Part A as this year's Part A1.

This statement, when coupled with the BoT vote, creates concern amongst some faculty because it appears to imply a future precedent for Part A based on this year's A1. Our lawyer, however, says that by signing the contract we are in no way accepting the BoT vote, or any precedent, and that our "reset" position would be prior to that date. Moreover, our goal is to negotiate an agreement between faculty and administration on the FAC and tenure issues prior to the April 2010 Board meeting, when the Board otherwise could act upon this statement.

The Administration insisted this statement be kept in the contract, and some faculty remain uncomfortable with its inclusion.

If you feel very strongly about this date, then strike it out and use the date of May 8, 2009, the date the Faculty Senate passed its Resolutions to the BoT.

#### **4. Should I sign my contract?**

You always have the right to sign or not sign your contract. The opinion of the legal counsel to the Faculty Senate is that we should sign contracts if they are presented in a standardized fashion. We are under an interim agreement for one year.

#### **5. What if I do not sign my contract?**

There is a prescribed pathway set out in Faculty Handbook section 8.11 for use if a faculty disputes the terms of the contract. The contract may be arbitrated at the College Dean level, and if that is not satisfactory, it ultimately may be arbitrated in the Office of the Provost.

#### **6. Why is the current agreement regarding our contracts only good for this coming year?**

The contract for 2009-2010 permits ongoing Faculty Senate negotiations with administration regarding the salary scale (AI compensation by academic rank) and tenure concerns.

Future contract forms should reflect negotiated outcomes on these issues.

#### **7. Whom do I contact if I have questions?**

If you have general concerns, contact Senate President Walter Limehouse, limehouw@musc.edu

He will respond to you directly or coordinate response through the Senate FAC-Tenure working group.

For questions about donations to the Senate Legal Fund, contact Sharon Bond, bondsm@musc.edu . On behalf of the Faculty Senate, Dr Bond will acknowledge donations sent to "MUSC" for the "Senate Legal Fund." These donations may be tax deductible; but, contact your financial advisor or accountant for tax advice.

#### **8. What should my contract look like? What if it doesn't?**

The approved form of contract for 2009-2010 is on this website <http://www.musc.edu/fac>

The site is open, but restricts log-in to FAC administrators. Log-in gives them access to FACs of faculty within their own college, department, or division.

Notify W Limehouse, limehouw@musc.edu, if your contract form looks different.

## **9. What is the legal disclaimer about?**

Senate & administration negotiated the wording of the disclaimer. This narrowly defined disclaimer says you won't legally contest the division of Part A into the A1 salary scale & A2 other compensation during the 2009-2010 contract year.

If needed, you have use of the FAC dispute resolution process for other concerns. See the timetable for resolving personal contract issues at <http://www.musc.edu/fac>

## **10. How do I complete Part III-A for existing faculty?**

The Board of Trustee Resolution is quite specific on this point. Taking liberty for clarity, the Resolution reads that for those faculty members who currently have Part A or "base" in their 2008-09 FACs greater than the sliding scale commensurate with faculty member's academic rank, i.e., \$20,000, \$25,000, \$30,000, or \$35,000, then the remainder will be incorporated into Part III-A-2 for this year."