CONDITIONS OF SERVICE FOR GRADUATE TEACHING ASSISTANTS
To be read in conjunction with Terms and Conditions for Graduate Teaching Assistantships (GTAs)

Students engaged as Graduate Teaching Assistants hold a unique position in the University; they are both registered students in receipt of a scholarship award and employees of the University. As such they hold two mutually dependent agreements with the University of Kent and are required to abide by the terms and conditions of both agreements, as well as having the opportunity to enjoy the privileges afforded them in each scheme.

1. SALARY

Graduate Teaching Assistants receive a stipend (regular, fixed payment) which comprises a scholarship element and a salary element. The total stipend will be detailed in the letter confirming the award of a GTA. As the salary element is calculated using a salary point on the University’s single pay spine, the salary will be increased in line with nationally agreed pay awards. When the salary element is increased, usually on 1 August each year, the scholarship element will be reduced so that the overall stipend paid will be as stated in the original award letter.

2. ELIGIBILITY TO WORK IN THE UK

All GTAs are conditional upon provision of evidence of eligibility to work in the UK. Relevant documentation must be produced, in person, to Human Resources on or before the start date of the GTA.

You must not commence your GTA until the appropriate documentation has been received and checked by Human Resources; you will not receive either the scholarship or salary elements of your GTA stipend until this has been done.

EEA and Swiss national students can work in the UK without restriction, but we require all staff to produce an official document showing their nationality. This will usually be either a passport or national identity card.

Croatian national students can live in the UK without restriction but, in addition to producing an official document showing their nationality; will also need to produce a yellow registration certificate which confirms their right to work in the UK, or a blue registration certificate which confirms that they are exempt from worker authorisation. Students can only apply for a yellow registration certificate once their course has begun, and cannot start work until the certificate has been received, so it is not currently possible to offer GTAs to Croatian nationals unless they have pre-existing rights to work in the UK.

All other students will be required to produce official documentation showing their nationality and a relevant visa (most often a Tier 4 student visa), which entitles them to work in the UK.

Guidance on the acceptable forms of documentation to evidence eligibility to work in the UK is available on the HR website (http://www.kent.ac.uk/hr-managementinformation/documents/eligibility-to-work/checking-eligibility-guidance.pdf).

3. TEACHING COMMITMENT

A GTA will normally be tenable for one year in the first instance, renewable annually for a maximum of three years (36 months) for full-time students, or five years (60 months) for part-time students, subject to satisfactory progress and continued registration as a postgraduate student on a doctoral programme at the University of Kent.

As a Graduate Teaching Assistant you will be expected to provide teaching for a maximum of 288 contact hours over a three year period (or 96 hours per annum). Your hours will normally be equivalent to four contact hours of teaching per week across the two twelve-week academic teaching terms (24 weeks) along with additional duties including preparation, marking, examination and the presentation of an end of year report.
Where demonstrating or other work, such as language lector work, is undertaken, which does not require such extensive preparation and marking etc, then 8.5 demonstrating hours will be considered equivalent to four teaching contact hours.

Your exact pattern of working will be agreed with your line manager; the number of hours may vary from term to term and potentially from year to year but the number of hours of teaching and/or demonstrating shall be reasonable in the context of your academic commitments.

If you are deemed not to be teaching or demonstrating to a satisfactory standard, then the Head of School, in conjunction with your Supervisory Chair may redirect your work placement to include other duties commensurate with your academic studies. This may include additional marking or other teaching-related duties.

It is the normal expectation that Graduate Teaching Assistants will be full-time PGR students. However, in exceptional circumstances, a GTA may be offered to a PGR student who is registered part-time. In such cases, the GTA employment contract will be offered on a pro-rata basis per annum. For example, a 0.5 PGR student will be expected to provide teaching for a maximum of 240 contact hours over a five year period (or 48 hours per annum); this equates to two contact hours of teaching per week across the two twelve-week academic teaching terms (24 weeks) along with the additional duties as listed above.

4. PENSION

Upon appointment all eligible (as defined by the scheme rules) members of staff will be deemed to be members of the Universities Superannuation Scheme (USS), which is the occupational pension scheme for academic and research staff. USS is a contributory scheme and appropriate contributions will be deducted from the member of staff’s salary. Full details of the scheme are given in a separate booklet which is supplied to staff when they are appointed.

The University’s occupational pension scheme (USS) is contracted out of the State Second Pension scheme (S2P) and a contracting out certificate has been obtained from HM Revenue & Customs.

5. PROBATION

Your appointment is subject to the successful completion of a minimum of one year’s probation. Your school will be responsible for carrying out reviews, giving feedback on performance and for giving you any necessary training to help ensure you successfully complete your probation period.

6. WHO YOU ARE RESPONSIBLE TO

You will be responsible to the Head of Academic School or his/her designated nominee, and it is he/she who will determine your duties.

7. YOUR NORMAL PLACE OF WORK

Your normal place of work will be the work place stated in your letter of appointment.

8. TERMINATION OF EMPLOYMENT and NOTICE PERIODS

Your employment under these terms is conditional on you maintaining the relevant Scholarship as set out in the Graduate Teaching Assistantship Terms and Conditions.

Employment can be terminated with immediate effect and without notice if, for any reason, you leave the Graduate Assistantship Programme.

The notice period attaching to this appointment is one month in writing on either side, or to the expiry date of the fixed term contract, whichever is the sooner. A shorter notice period is possible if mutually agreed with the Head of Academic School.

9. SICKNESS ABSENCE

In order to qualify for payment under the University’s sick pay arrangements, on the first day of sickness absence employees should notify their immediate line manager or designated deputy that they will not be attending work. Contact should be made before work is due to commence or within one hour of this start time, and should be made personally by telephone. Only in exceptional circumstances should contact be made by somebody else.
It is the responsibility of the employee to keep their manager informed of the reason for absence, possible length of absence and likely return date, and any medical advice they have been given. Individuals who report their absence must provide this information and either give an expected date of return or information on when they will be able to call again with further information. If an employee is unsure of the possible length of absence then it is their responsibility to contact their manager at least every three days or as agreed and submit the relevant certificates as soon as possible.

For information about the appropriate documentation/certification which needs to be provided please see the Managing Sickness Absence Procedure which is available on the HR Website at: http://www.kent.ac.uk/hr-staffinformation/policies/sicknessabsence.html.

**Sick Pay**

Employees absent from duty owing to illness shall be entitled to payment on the same basis, pro rata, as full-time teaching staff in accordance with the following scale:

<table>
<thead>
<tr>
<th>Scale of Allowance</th>
<th>During First 3 Months' Service</th>
<th>2 weeks full pay</th>
<th>2 weeks half pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3 Months to 1 Year</td>
<td>2 months full pay</td>
<td>2 months half pay</td>
</tr>
<tr>
<td></td>
<td>2nd and 3rd Year of Service</td>
<td>3 months full pay</td>
<td>3 months half pay</td>
</tr>
<tr>
<td></td>
<td>4th and 5th Year of Service</td>
<td>5 months full pay</td>
<td>5 months half pay</td>
</tr>
<tr>
<td></td>
<td>After 5th Year of Service</td>
<td>6 months full pay</td>
<td>6 months half pay</td>
</tr>
</tbody>
</table>

Please note that if a GTA intermits from their studies due to sickness absence, the salary element of the GTA stipend may be suspended until studies are resumed; this includes the contractual and statutory elements of sick pay.

**Statutory Sick Pay**

Statutory Sick Pay (SSP) is a minimum level of sickness benefit which all employers must pay their employees regardless of length of service.

University sick pay is inclusive of SSP. Where the entitlement to SSP exceeds or is equal to University sick pay then SSP alone will be paid. SSP is paid for absences of up to a maximum of 28 weeks.

For the purposes of SSP “qualifying days” have been agreed as Monday, Tuesday, Wednesday, Thursday and Friday.

SSP is payable only to those employees whose average earnings are over the lower earnings limit for National Insurance. The current amount is available from the Pay Office. The SSP regulations are very complex and it is not proposed to give an exhaustive recitation of them here. Please refer to the Pay Office for further details.

10. FAMILY FRIENDLY POLICIES

Staff, who meet eligibility criteria, are able to apply for paid University maternity leave, adoption leave and paternity leave on the same basis, pro rata, as full-time teaching staff. Information on these policies can be obtained from Human Resources.

11. EQUALITY, DIVERSITY AND INCLUSIVITY (EDI)

All University staff are expected to read, comply with, and support the University's policies with regards to ensuring and promoting equality, diversity and inclusivity. Relevant training and development should be undertaken, as required. Further information about EDI is available from the University's website at: http://www.kent.ac.uk/hr-equalityanddiversity/

12. CONFIDENTIALITY

You must not disclose to anyone outside the University (or to any University employee who does not have a need to know) any confidential information about the University, which you have acquired during your employment. This duty continues to apply after your employment comes to an end. It is not limited in time but does not apply to information ordered by a court to be disclosed or otherwise required by law to be disclosed. Amongst other things, confidential information includes commercially sensitive information, lists of and details of customers, suppliers, agents and distributors, the working of computer systems, pricing structures, advertising, financial and marketing information and business development plans and information. For the
avoidance of doubt, any databases belonging to the University are considered confidential information for the purpose of this clause.

You must not make any copies of any documents or items that belong to the University or remove them from the University's premises at any time without proper advanced authorisation. You must return property of whatever kind when requested to do so by the University and which belong to the University when you leave its employment.

13. DATA PROTECTION

Personal data stored in University data systems, such as the Student Data System, is held subject to the provisions of the Data Protection Act 1998. It may only be accessed and stored as needed for the normal function of the University, and must not be disclosed to unauthorised third parties. All University staff must agree, as a condition of access to these systems, that they will not release information of any kind from these systems to unauthorised third parties either within or outside the University.

All University staff must be aware of, and comply with, the requirements of the Data Protection Act. Information is available from the University's website at: http://www.kent.ac.uk/data-protection/

14. UNIVERSITY REGULATIONS AND USE OF FACILITIES

All University staff should read and be aware of the important regulations which govern health and safety, information technology and the use of facilities.

Staff are bound by the Regulations for IT and Library Use at Kent. These are available from the Information Services website at: http://www.kent.ac.uk/is/regulations/ or on paper from Information Services. University staff must not breach the copyright of software provided by the University for use on University-owned computers or on computers owned by staff. All University staff are also expected to follow good practice guidelines published by Information Services and available from their website.

Staff are also bound by the regulations which relate to car parking. Parking at the University is limited and is operated on a permit system. Alternatively staff may like to take advantage of discounts for bicycles or bus passes and support the University's Travel Plan to encourage sustainable transport.