CONTRACT MANAGEMENT/ TEACHING CONTRACT:
Managers guidance

University of Kent | HR

1. Introduction

1.1. The University recognises there are occasions when standard academic contracts do not appropriately address the resource need identified. A teaching contract is therefore available within boundaries specified within this document as part of the University's drive to be flexible in appointing to academic positions.

1.2 This guidance relates to the issue of teaching contracts which are only applicable in the following circumstances:

- Providing cover for substantive academics
- Appointment of professional practitioners

1.3 If managers require further advice on the appropriate use of the contractual arrangements available at the University of Kent, they should contact their designated Human Resources (HR) representative.

1.4 This guidance is intended to be used in conjunction within the following:

- Contract Management: Policy statement
- Contract Management: Appendix two - Decision tree
- Resourcing/ Recruitment procedures: Academic positions
- Resourcing/Recruitment guidelines: Direct Hire - Fixed term contract recruitment process
- Engaging Hourly Paid Lecturers: Policy & procedure

2. Temporary cover for substantive academics

2.1. Reasons for temporary cover for substantive academics who hold an Education, Scholarship and Professional Practice (ES&P) or Education and Research (E&R) position include (but are not limited to):

- Maternity, paternity, adoption leave
- Planned sickness absence
- Unplanned sickness absence
- Personal leave
- Study leave
- Teaching buy-out as a result of a successful research grant

2.2 All temporary cover for substantive academics is based upon the expectation that the substantive staff member will be returning to their post; therefore all contractual arrangements will be made on a fixed term basis of no more than an initial 18-month period.

2.3 The reason for not issuing either an ES&P or E&R contract for temporary cover is there is no requirement for the post holder to undertake the full range of duties required of these contracts; therefore all contracts for temporary cover will be below a 1 FTE and are likely to be required during term time only.

2.4 It is unlikely that temporary cover will be required at a grade 6; however it is acknowledged that in very rare circumstances this may be considered.

2.5   In the event the substantive staff member does not return to their position and the school wishes to make a fixed term contract permanent it is expected that the most appropriate process be followed (for example, either a full recruitment process will take place where the post is advertised to all staff across the University to ensure a competitive and transparent process is in place, or relevant organisational change processes will be followed).

2.6   If the expectation is that the cover is required to undertake all aspects of the substantive position then the grade and role profile will mirror that of the substantive requirement and the use of a teaching contract would not be appropriate. In the event that only aspects of the substantive role are required, the role profile and grading will be amended accordingly. (See 4.5 below).

3.   Professional Practitioners

3.1   Professional practitioners are engaged to fulfil the requirements of professional or accreditation bodies or are experts within their profession engaged to enhance courses through the addition of specialist industry knowledge.

3.2   Kent recognises the positive contribution that professional practitioners make in respect of:

- The quality of the student learning experience;
- The support and delivery of teaching and tutoring across the University; and,
- Collegially enriching the configuration and diversity of academic schools and departments.

3.3   It is further recognised that some professional practitioners may have long term relationships with the University and could build up significant length of service, but hold their main employment elsewhere; it is therefore important to identify the most appropriate way of contracting these staff, both from a contractual and tax perspective. The contract management Decision tree will assist with this determination.

3.4   Where staff are required to teach and/or tutor for at least one day a week for a whole term or more, then they should be engaged on a salaried FTE teaching (professional practitioner) contract. This could be for an ongoing or fixed term period. For more ad-hoc timeframes it may be more appropriate to engage using an HPL contract or via a self-employed basis.

3.5   Where it is considered the individual should be classed as self-employed the recruiting school is required to complete the self-employed questionnaire to confirm this. If this is the case contact must be made at the earliest opportunity with the Procurement, Finance and Payroll teams to ensure that correct engagement, payment and taxation procedures are followed.

4.   Teaching contract terms

4.1   The teaching contract is a salaried fixed term (or in cases of professional practitioners, can be ongoing) contract of employment with sole purpose of focussing on teaching and associated teaching duties e.g. preparation, marking, module convening, feedback to students.

4.2   The teaching contract removes the requirement in which to undertake research and/or scholarly activities and individuals are not expected to undertake academic leadership, management and general administrative responsibilities or other school specific responsibilities.

4.3   Those engaged on a teaching contract may be required to be involved in activities which relate to their own development and/or other school-based activities (such as attendance at meetings and participation in student recruitment or retention activities).

4.4   It is the expectation whilst engaged on a teaching contract (either fixed term or ongoing) that post holders remain up to date with legal and technological advances that may impact their teaching and/or professional requirements as stipulated as part of their employment with the University.

4.5   Teaching contracts are considered academic roles albeit they do not form part of the Academic Career Map. These posts are positioned to reflect the HPL role profiles with the addition of citizenship or professional practitioner requirements. For further information on role profiles please refer to Contract Management - Role Profiles.

4.6   This contract will be subject to annual increments, but individuals engaged on a teaching contract will not be eligible to apply for academic promotion. In the event it is felt the grade recruited to no longer reflects the duties required, then it will be the responsibility of the school to identify the new requirements and seek approval for an increase appropriate for this newly identified requirement.

4.7   Teaching contracts are not subject to a probationary period, however, it is the expectation that individual performance is reviewed and any concerns identified and managed via the appropriate process with the support of the Schools HR representative. Staff who are new to the University are expected to undertake Induction, including any mandatory University-level or school-specific training.

4.8   In the absence of a completed PGCHE (where a requirement of the role), individuals will be expected to undertake the UELT pre-sessional course within the first six months of employment, unless it is deemed by the University that the individual holds equivalent training and/or experience.

5.   Recruitment

5.1   The recruitment of a fixed term teaching contract for a duration of less than two years can be actioned via the Direct Hire process (Direct Fixed Term Contract Recruitment Guidelines). For periods longer than two years the University's standard selection and approval processes will apply.

5.2   As per the direct hire process, a fixed term teaching contract is only permitted to be extended once. Should the resource requirement be identified for a longer period, it is the responsibility of the school to consider the most appropriate ongoing arrangements.

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