To: The President of the Dublin Institute of Technology

Circular Letter No. IT 13/05

Contracts of Employment for Senior Lecturer II and Senior Lecturer III

1. I am directed by the Minister for Education and Science to refer to the posts of Senior Lecturer II and Senior Lecturer III and to inform you that, following discussions with management and unions, a new Contract of Employment for these posts has been agreed.

2. The new Contract of Employment will apply in the case of new appointees, existing SLIIs and SLIIIs who do not have contracts and other SLIIs and SLIIIs who wish to opt for the new contract.

3. It is also understood that the duties set out in the new Contract of Employment are being undertaken by SLIIs and SLIIIs who already have contracts.

4. Any queries in relation to the application of this circular letter should be e-mailed to technology_training@education.gov.ie

Higher Education - Technology & Training Section
9th August 2005
DUBLIN INSTITUTE OF TECHNOLOGY

CONTRACT OF EMPLOYMENT

1. Title of Post: Senior Lecturer II (Head of Department)

2. Name of Employer:

3. Name of Employee:

4. Place of Work:

5. Date of Commencement:

6. Nature of Position
   This is a full-time permanent pensionable appointment, subject to satisfactory service during the probationary period and to this contract of employment.

   The provisions of the Dublin Institute of Technology Acts 1992 and 1994 and any subsequent Acts replacing or amending these Acts and any orders and regulations made under these Acts will apply.

   The Education Sector Superannuation Scheme (formerly included in the Local Government Superannuation Scheme) will apply as provided for in Section 12(8) of the Dublin Institute of Technology Act 1992 as adapted by the Education Sector Superannuation Scheme (Transfer of Departmental Administration and Ministerial Functions) Order 2001 (SI number 14 of 2001). The provisions of the Public Service Superannuation (Miscellaneous Provisions) Act 2004 apply to the post.

7. Duties
   The appointee will report to the Head of School.

   The appointee will be responsible through the Head of School to the relevant Director for the efficient and effective management and control of the assigned Department, and for its development in accordance with Institute policy and plans.

   The appointee will lead, direct and manage the academic programmes at Department level including teaching, research, programme development and design, academic assessment and academic administration

   The appointee will act as advisor and leader in quality assurance issues and will implement agreed quality assurance procedures and other procedures including progression, complaints processing, grievance and disciplinary, etc.

   The appointee will manage and direct the staff of the Department including timetabling and evaluating staff performance.
The appointee will work with the Head of School as part of the School Executive/School management team and develop, agree, implement and manage School and Department policy.

The appointee will carry out such duties as are assigned by the Director/Head of School as appropriate, including but not limited to:-

- Developing a rolling strategic and operational plan for the Department consistent with School and Institute objectives and ensuring the staff are continuously advised on plans, policy and other necessary matters.

- Providing overall management and administration of the Department, including managing the Department budget and maintaining appropriate records and making available information as required by senior management

- Playing a leading role in the development, implementation and maintenance of academic quality assurance arrangements

- Providing academic leadership and scholarship on existing and new courses, in course development and in course coordination

- Directing and supervising the work of members of staff of the Department, including evaluating staff performance and acting in an advisory capacity and as a professional support in academic matters to colleagues

- Advising on and participating in recruiting suitably qualified staff and managing in consultation with the Head of School and other relevant members of Institute management the development and implementation of a staff development programme for the Department

- Participating in appropriate activities, including external activities, necessary to the development and promotion of the Department, School and the Institute; advising on and participating in the promotion and marketing of the Department, School and Institute, its research, and its courses including the preparation of marketing literature and brochures and advising on student intake

- Teaching classes for up to 105 hours per annum and carrying out assessment, monitoring and evaluation of examination work and providing an academic and consultative support to students in their learning activities; directing and supervising the work of Tutor/Demonstrators and taking academic responsibility for the academic standards of this work
• Working with the central management team [e.g. Director of Finance, Director of HR, Director of Research and Enterprise, and other Heads of School and Department as required as well as Heads of Innovation and Industry Services] as required and participating in committees as required from time to time

• Liaising with awarding bodies, trade and professional organizations, government agencies etc. as required

• Advising on equipment and physical requirements

• Participating in committees and meetings as required

• Carrying out such other appropriate duties as may be assigned by the Head of School from time to time.

The appointee will carry out the lawful instructions of the Director/President and comply with the requirements and regulations of the Minister for Education and Science.

The performance of this work will require regular attendance at the Institute in addition to class contact hours during the normal working week.

8. Professional Development
The professional standards expected of the appointee will require a continuing attention to scholarship and to the updating of knowledge. The Institute will as far as possible facilitate the appointee in this regard.

9. Probationary Period
A probationary period of at least one year will apply to this post. At the end of that year the appointee may be confirmed in his/her appointment, continued on probation for a further period or at any time during the probationary period the appointment may be terminated. Termination of appointment by the Institute will require the consent of the Minister for Education and Science.

The appointee will be advised on his/her performance during the probationary period and will be given not less than one month’s notice of any extension or termination.

10. Resignation/Retirement
The appointee may terminate this appointment on not less than three months notice in writing to the HR Office of the Institute.

11. Suspension/Discipline/Dismissal
The Institute shall have the power to suspend the appointee, to impose disciplinary sanctions on the appointee and to terminate the appointment in accordance with such disciplinary/dismissal procedures as are in force from time to time and subject to the Dublin Institute of Technology Acts 1992 and 1994 and any other applicable employment legislation. Termination of the appointment by the Institute will require the consent of the Minister for Education and Science.

12. External Activity
Any external activity engaged in by the appointee must not be such as to interfere with the fulfilling of the appointee’s duties and responsibilities to the Institute.
Any external employment, self-employment, working partnerships or consultancy work entered into by the appointee must not conflict with the interest of the Institute and must have the prior written approval of the President of the Institute. Approval may be given where the activity is deemed by the Institute not to interfere with the fulfilling of the appointee’s duties and responsibilities to the Institute and/or where the activity is deemed not to interfere with the interests of the Institute.

Any approval/refusal will be subject to ongoing review by the Institute.

13. **Remuneration**
The salary and allowances payable in respect of this position will be authorised by the Minister for Education and Science from time to time.

14. **Sick Leave**
Sick leave will be granted to the appointee in accordance with arrangements authorised by the Minister for Education and Science.

Referral of an appointee for a full medical report will be in accordance with collectively agreed procedures.

15. **Annual Leave**
Annual Leave will be in accordance with arrangements authorised by the Minister for Education and Science from time to time.

16. **Maternity/Adoptive/Parental/Force Majeure/Paternity/Carers Leave**
The provisions of the relevant Acts will apply in accordance with the arrangements authorised by the Minister for Education and Science from time to time.

Other special leave may be granted in accordance with arrangements authorised by the Minister for Education and Science from time to time.

17. **Confidentiality**
The Institute is obliged to maintain confidentiality in certain aspects of the work. It is the duty of the appointee to observe such confidentiality. This restriction shall continue to apply after termination of this appointment.

18. **Intellectual Property**
Any discovery or invention or secret process or improvement in procedure made or discovered by the appointee while discharging his/her duties in relation to this post is the property of the Institute or of such companies as the Institute may nominate for this purpose. Without prejudice to this position an agreed protocol will govern the rights of the appointee which will give due recognition and reward to the appointee.

19. **Academic Freedom**
The Institute recognizes that the principle of academic freedom is essential for the achievement of the Institute’s functions.

20. **Health and Safety**

The relevant provisions of the Safety, Health and Welfare at Work Act 1989 and any subsequent Acts amending or replacing it apply to all employees of the
Institute. Staff should familiarise themselves with the requirements as set out in the Act and with the Institute’s safety policy.

21. **Declarations and Signatures**

   I have read and fully understand the foregoing Contract of Employment and I agree to abide by the terms of this contract and further declare that all statements and representations which I have made to the Institute is application for this appointment are true and correct.

   Signed: ______________________________
   (Appointee)

   Date: ________________________________

   Signed: ______________________________
   (On behalf of the Institute)

   Date: ________________________________

   9th August 2005
DUBLIN INSTITUTE OF TECHNOLOGY

CONTRACT OF EMPLOYMENT

1. Title of Post: Senior Lecturer III (Head of School)

2. Name of Employer:

3. Name of Employee:

4. Place of Work:

5. Date of Commencement:

6. Nature of Position
   This is a full-time permanent pensionable appointment, subject to satisfactory service during the probationary period and to this contract of employment.

   The provisions of the Dublin Institute of Technology Acts 1992 and 1994 and any subsequent Acts replacing or amending these Acts and any orders and regulations made under these Acts will apply.

   The Education Sector Superannuation Scheme (formerly included in the Local Government Superannuation Scheme) will apply as provided for in Section 12(8) of the Dublin Institute of Technology Act 1992 as adapted by the Education Sector Superannuation Scheme (Transfer of Departmental Administration and Ministerial Functions) Order 2001 (SI number 14 of 2001). The provisions of the Public Service Superannuation (Miscellaneous Provisions) Act 2004 apply to the post.

7. Duties
   The appointee will report to the relevant Director

   The appointee will be responsible to the relevant Director for the efficient and effective management and control of the assigned School, and for its development in accordance with Institute policy and plans.

   The appointee will be expected to play a leading role in the strategic development of the Institute and will assist the President, as required, in the management and running of the Institute. The Institute wide duties to be undertaken by the appointee may vary from time to time.

   The appointee will act as a leader in quality assurance issues and will implement agreed quality assurance and other procedures including progression, complaints processing, grievance and disciplinary, etc.

   The appointee will lead, direct and manage the academic programmes at School level including teaching, research, programme development and design, academic assessment and academic administration.
The appointee will, subject to Institute policy and procedures, manage the School through the Heads of Department as part of the School Executive and formulate and agree on School and Departmental policy. The appointee will convene and chair the School Executive as per Institute policy and procedures.

The appointee in carrying out his/her functions will have full regard for the functions of the Director of Research and Enterprise, Director of Academic Affairs, Director of Finance and Director of Human Resources, and will work with these and the Heads of School/Department from the other Schools and Departments and the Heads of Innovation and Industry Services in the overall development of the Institute and its courses.

The appointee will carry out such duties as are assigned by the Director/President including but not limited to:-

- providing overall management and administration of the School
- providing academic leadership and scholarship and ensuring that the range of courses provided by the School meet student, Institute, regional and national needs
- preparing a rolling strategic and operational plan for the School and constituent Departments which is consistent with School and Institute objectives
- playing a leading role in development, implementation and maintenance of quality assurance procedures at Institute and School level
- directing and supervising, as appropriate, the work of members of staff of the School through the Head(s) of Department, including evaluating staff performance and taking responsibility for the academic standards of this work and acting in an advisory capacity and as a professional support in academic matters
- advising on and participating in recruiting suitably qualified staff and managing in consultation with relevant members of Institute management the development and implementation of a staff development programme for the School
- maintaining appropriate School records; administering the School budget, and providing information and reports as required by the President
- teaching classes for up to 105 hours per annum and carrying out assessment, monitoring and evaluation of examination work and providing an academic and consultative support to students in their learning activities; directing and supervising the work of Tutor/Demonstrators and taking academic responsibility for the academic standards of this work
- playing a pivotal role in fostering and developing research and scholarship
- participating in committees and meetings as required
- participating in appropriate activities, including external activities, necessary to the development and promotion of the School and the Institute; advising on the promotion and marketing of the Institute and its courses and advising on student intake
- carrying out such other appropriate duties as may be assigned by the President from time to time.

The performance of this work will require regular attendance at the Institute in addition to class contact hours during the normal working week.
The appointee will carry out the lawful instructions of the President and comply with the policies and procedures of the Institute and with the requirements and regulations of the Minister for Education and Science.

8. **Professional Development**
The professional standards expected of the appointee will require a continuing attention to scholarship and to the updating of knowledge. The Institute will as far as possible facilitate the appointee in this regard.

9. **Probationary Period**
*An probationary period of at least one year will apply to this post. At the end of that year the appointee may be confirmed in his/her appointment, continued on probation for a further period or at any time during the probationary period the appointment may be terminated. Termination of the appointment by the Institute will require the consent of the Minister for Education and Science.*

The appointee will be advised on his/her performance during the probationary period and will be given not less than one month’s notice of any extension or termination.

10. **Resignation/Retirement**
The appointee may terminate this appointment on not less than three months notice in writing to the HR Office of the Institute.

11. **Suspension/Discipline/Dismissal**
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The provisions of the relevant Acts will apply in accordance with the arrangements authorised by the Minister for Education and Science from time to time.

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The relevant provisions of the Safety, Health and Welfare at Work Act 1989 and any subsequent Acts amending or replacing it apply to all employees of the Institute. Staff should familiarise themselves with the requirements as set out in the Act and with the Institute’s safety policy.

21. Declarations and Signatures

I have read and fully understand the foregoing Contract of Employment and I agree to abide by the terms of this contract and further declare that all statements and representations which I have made to the Institute is application for this appointment are true and correct.

Signed: ____________________________
(Appointee)

Date: _____________________________

Signed: ____________________________
(On behalf of the Institute)

Date: _____________________________

9th August 2005