



**The Internal Regulations Governing Academic Faculty Members at Arab Open University**

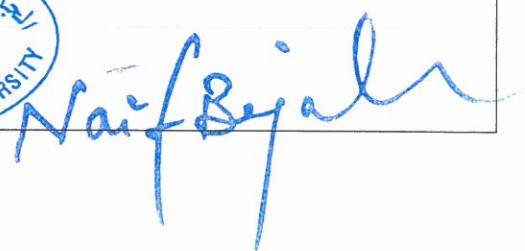
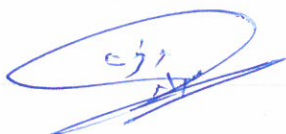
**Issued in accordance to Article 7 of AOU Charter**

**Approved by UC# 63**



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### Article :(1) Title

These regulations shall be called the Internal Regulations Governing Academic Faculty Members at Arab Open University and shall take effect from the Board of Trustees' approval date.

### Article (2) Definitions

The following expressions shall have the definitions stipulated below wherever they may occur herein, unless the context indicates otherwise.

The University	The Arab Open University (AOU).
The President	The University President
The Board	The University Board of Trustees
Headquarters	The University's Headquarters (HQ)
Branch/Campus	An AOU in the Branch country
Rector/Director	Director of an AOU in the Branch Country.
Programme	An academic specialization recognized for awarding the Bachelor Degree
Deanship	The Competent Deanship of an Academic Programme.
Dean	The Dean of an Academic Programme/HQ
Local Dean	The dean of the Programme in the Branch country or the Programme Coordinator of an academic Programme in the Branch Country .

### Article (3): Definitions of Academic Members

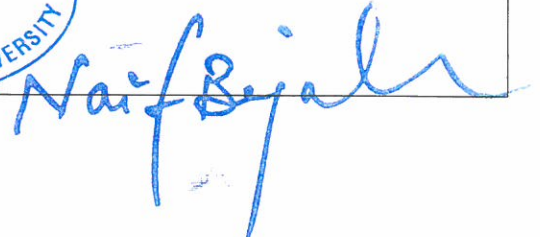
**An academic member of the University is:**

- A. A full Professor
- B. An Associate Professor
- C. An Assistant Professor
- D. A Lecturer (without conflicting with the local bylaws in the branch country)

### Article :(4) Appointment of Academic Staff

#### 1.Full-time Staff:

Full-time Staff (as defined in article 3 above) shall be appointed according to the procedures adopted by the Branch Rector based on the recommendation though formation of the appointment committee as follows:





Branch Rector	Chair
The Dean of relevant Academic programme	Deputy Chair
The Local Dean	Member
The Programme Coordinator at the Branch (PC)	Member

Staff member of an academic rank higher or equal to the nominee. Member

## 2. Part-time Staff:

Full-time Staff are selected in conformity with the regulations of the country of the Branch and along with the University regulations, at the recommendation of the Appointments Committee which shall be formed as follows:

- The Branch Rector or his/her assistance (Chair)
- The Local dean Deputy Chair
- The Course Coordinator at the Branch Member
- Any faculty member from another Programme selected by the Branch Rector. Member

CVs for all appointments shall be sent to the VPAA&SR.

Part time staff are recruited as per the local dean or programme coordinator recommendation. The recommendation is submitted to the branch rector providing that the nominee holds the rank of an assistant professor in the field of the Specialization and from a co -university in the branch county.

## **Article (5): General conditions for appointments**

In addition to all other conditions and the special qualifications stated in these internal regulations, the following general conditions must be present in an appointed faculty member:

1. That s/he holds university degrees or certificates in the specialization to which s/he shall be appointed, provided that such degrees and certificates were issued by universities which are recognized and accredited in the host countries, and should also be preceded by the General high school Certificate or its equivalent in addition to the Bachelor's degree.
2. The applicant's certificates should be consistent with the same field of specialization.
3. His /Her degree should be equivalent to the relevant authorities in the Branch Country
4. That s/he must be committed to be on full-time employment at the university
5. That s/he should be fluent in the language in which the courses s/he will teach and are fully proficient in writing and speaking.
6. That s/he should be good in using information technologies and educational information systems that the university uses in teaching and assessment processes.



7. That s/he enjoys good health as established by a medical report acceptable to the University.
8. That s/he enjoys a clean criminal record and not being sentenced to any morally tarnishing misdemeanor or felony.

#### **Article (6): Lecturer**

In addition to the general conditions stipulated in article 5 of this bylaw The following criteria must be met in order to appoint a Lecturer:

1. That s/he holds a Master's degree issued by a recognized university in the specialization to which he shall be appointed preferably with experience in open based or long-distance learning.
2. That s/he holds a Bachelor's degree from a University recognized by the country of the Branch. The field of study must be consistent with the required specialization, with a minimum average of "very good" or its equivalent. A candidate's experience in University teaching is preferable.

#### **Article (7): Assistant Professor**

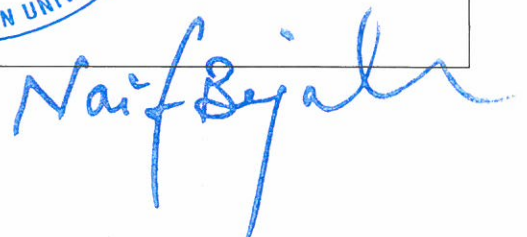
In addition to the general conditions stipulated in article 5 of this bylaw, the following criteria must be met in order to appoint Assistant Professor

1. A candidate to be appointed at the rank of an Assistant Professor must hold a Ph.D. or its equivalent from a University recognized by the country of the Branch, preferably with experience in open learning or distance learning.
2. It is preferable for the applicant to have experience in university teaching and to have published academic papers.

#### **Article (8) Associate Professor**

In addition to the general conditions stipulated in article 5 of this, the following criteria must be met in order to appoint Associate Professor:

1. That s/he holds the academic qualifications stated in (Article 7 – Item 1) hereof.
2. That s/he has held the rank of Assistant Professor for a minimum period of four years in a recognized university.
3. That s/he has published valuable academic research work that was undertaken after s/he has earned the assistant professor rank, according to the appointment and promotion statutes of the university.
4. Or has worked in the rank of Associate Professor at a University recognized by the AOU, and the country of the Branch and has fulfilled the terms for promotion to the rank of Associate Professor.





#### **Article (9): Professor**

In addition to the general conditions stipulated in article 5 of this bylaw, the following criteria must be met in order to appoint Associate Professor:

1. That s/he holds the academic qualifications stated in (Article 7 – Item 1) hereof.
2. That s/he must have worked for at least five years in the rank of Associate Professor at a recognized university.
3. That s/he has published scientifically valuable academic work that was undertaken after s/he has held the rank of Associate Professor, in accordance with the stipulations of the appointment and promotion statutes of the university.
4. Alternatively, that s/he has held the rank of Professor in recognized university recognized by the Arab Open University and the country of the Branch, and has fulfilled the terms for promotion to the rank of Professor.

#### **Article (10): Visiting Faculty Member**

Subject to the provisions of Article (7), the visiting faculty staff member may be appointed as:

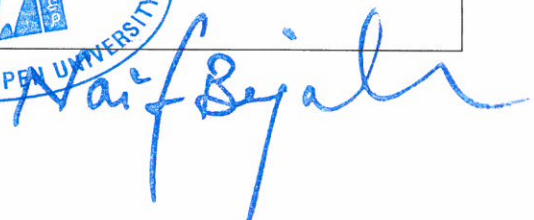
- a) visiting Assistant Professor,
- b) visiting Associate Professor,
- c) Visiting Professor

And that's for those who carry an equivalent rank from a recognized university, according to the following principles and procedures,

1. That s/he holds the academic qualifications stated in Article (7) hereof.
2. The appointment is carried out by the decision of the Branch Rector in coordination with the VPAA&SR
3. The appointment is set for a limited period, a semester or an academic year, which may be renewed according to the University's need.
4. The appointment shall be pursuant to a special contract executed by the President and the selected candidate.
5. Anyone appointed in "visiting "capacity may subsequently apply for a tenured faculty member position. In this case, the application will be considered according to university procedures, including specifying the deserved academic rank in line with the operative regulations and statutes.

#### **Article (11): Determining Experience**

A. At the appointment of a faculty member, and in coordination with VPAA&SR, the academic rank that the faculty member holds from a recognized university can be considered for the purposes of determining the rank, seniority and salary, provided that he/she holds the academic qualifications stated in this bylaw



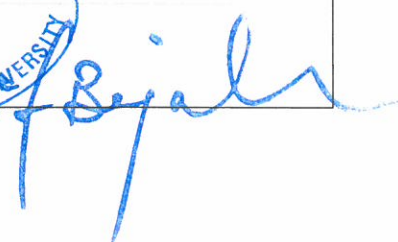
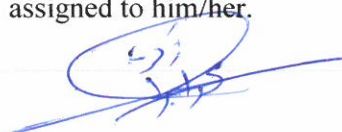
- B. At the appointment of a faculty member and in coordination with the VPAA&SR, each year of previous experience in the academic field can be considered as a year of service and all experiences of more than six months may be counted as a full year. The experience that precedes getting the minimum qualification required for the appointment in the rank shall not be accounted for.

#### **Article (12): Renewal of Faculty Member Contract**

- A. Faculty member shall be appointed for a period of two years, the first of which shall be as a probation period for two semesters.
- B. The appointment period can be renewed for similar periods as desired by both parties.
- C. Either party may terminate the contract after notifying the other party of the decision in writing by at least three months prior to the date assigned for the end of the contract, or by mutual agreement. This precludes termination of contract as a result of a decision by the Disciplinary Council as per the University Bylaws.
- D. The probation period shall be considered as part of the faculty member's actual period of service at the university.
- E. A faculty member may be appointed on regular appointment basis after the end of the first and second years, based on performance and subject to an internal assessment procedure in line with the regulations and statutes approved by the university for this purpose.
- F. The contract may be renewed for a period of four consecutive years.
- G. The renewal of the faculty member contracts is carried out upon the President's decision, after receiving a final recommendation from the Vice President for Academic Affairs, the following renewals is to be carried out by the Branch Rector.

#### **Article (13): Duties of Faculty Member**

- A. The weekly working hours for a faculty member shall be 35-40, distributed to some or all of the following tasks:
- Teaching and taking part in preparing assignments, tests, and final examinations, according to University statutes.
  - Taking part in preparing instructional and study materials with regard to authoring, designing, and producing aspects.
  - Taking part in developing pedagogical approaches within an open-based approach and through employing modern information technologies.
  - Conducting innovative research and creative studies.
  - Actively taking part in University committees and councils, university functions, and community service.
  - Supervising Master's theses and doctoral dissertations in addition to student academic research, reports, and activities.
  - Contributing to all efforts related to quality assurance in academic aspects pursuant to tasks assigned to him/her.





- Taking creative initiative in developing academic and community service programmes and working on upgrading current programmes according to established procedures of the university.
- Any other tasks assigned to him/her by the university administration.

B. The Branch Rector may reduce, if necessary, the teaching load of a faculty member who is assigned administrative responsibilities, or to coordinate with the industrial and production sectors.

C. A faculty member shall not be paid any rewards against tutorials or extra duties in the University unless that member has fulfilled his/her specified teaching load and other tasks given to him/her, taking into consideration the weekly working hours of a faculty member as stipulated in this article.

#### **Article (14): Rights of Faculty Members**

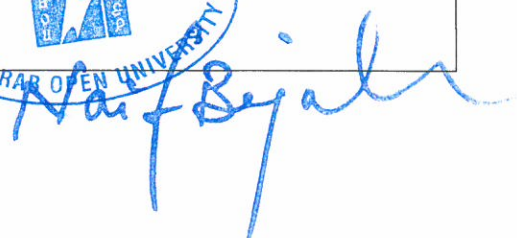
Within the scope of his/her university job, a faculty member shall enjoy complete freedom of thought, expression, publishing, and exchange of views with respect to teaching, academic research, and other university activities. These rights shall be available within the confines of operative laws, while observing university regulations and statutes.

#### **Article (15): Assignments and work outside the University**

A faculty member may, upon a prior written consent of the Branch Rector participate in some work outside the university, taking into account the following guidelines:

- The faculty member's work should not compete with the University programmes and/or functions.
- A faculty member must not use the University resources for advisory purposes without the explicit approval of the University.
- The extent and time of such outside work for which the faculty member shall be permitted to spend outside the university will be determined by decision of the Branch Rector, work outside the university must not under any circumstances conflict with the faculty member's responsibilities toward the university.
- Getting written permission from the Branch Rector in which the type and the limits of participation are determined, and the university has the right to take a percentage of the financial return that the member returns as a result of this assignment.







#### **Article (16): Annual Leaves**

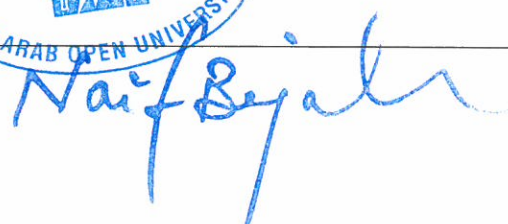
- A. The annual leave of faculty members of the university per each academic year shall be as follows:
- Eight weeks for faculty members in the summer period or a period of leave approved by the university which is dropped in the case that of the member worked in this period for an additional financial income.
  - Thirty working days for faculty staff members who are performing administrative duties.
- B. The annual leave stated in (A) of this article hereof shall be distributed between semesters in accordance with the operative statutes in this regard, unless the nature of work demanded otherwise. In all cases, the leave shall be enjoyed within the same year only and may not be credited to the following year.
- C. Faculty staff members performing administrative roles may accrue their leaves for a maximum of two successive years upon getting the approval of the accrue entitlement provided that it will be exhausted before their end of contractual relationship with the University.

#### **Article (17): Intellectual Property Rights**

- A. Printing and design rights of all course materials which are derived from another University shall belong to AOU pursuant to bilateral agreements including those written, broadcasted, recorded, computer software's, in addition to the explanatory materials that are produced by the staff pertaining to any course offered by the university, shall devolve to AOU.
- B. The sale and publishing of such materials to students who do not register for university courses may only take place according to procedures approved by the university; furthermore, selling these materials to university students shall take place through university approved arrangements in this regard.
- C. Printing and publishing rights pertaining to materials not mentioned in paragraph (a) hereinabove which are written or edited by a faculty member during his/her work at the university shall become university property, if such material was assigned by, or supported by the university. In such case, the property rights shall be shared in accordance with the provisions of operative internal rules and regulations.
- D. Property rights of any invention or scientific discovery reached by faculty members during his/her work in the university where they use university assets shall be shared between the university and the faculty member pursuant to the operative internal rules. Property rights of any other invention or scientific discovery reached by a faculty member shall revert back to him/her.

#### **Article (18): Sick Leaves**

Sick leaves (including maternity) shall be governed by conditions stipulated in bylaws issued by the University Council in accordance with the operative laws, regulations, and statutes in the branch country.



### Article (19): Sabbatical leave

A. The President may, pursuant to the approval of the academic committee, recommendation of the competent faculty council and Branch Rector grant the faculty member a one-year sabbatical leave following six years of actual service, or a previous sabbatical leave. Similarly, the faculty member may be granted sabbatical leave for one semester after the lapse of three years of actual service, or having had a previous sabbatical leave. Leaves without pay, deputation, secondment, or assignment leaves shall not be counted within the required period.

B. The faculty member should submit an outline of his/her research or papers that s/he will embark on during his/her sabbatical leave.

C. The faculty member who has been given a sabbatical leave shall be paid the following:

1. Current salaries and annual bonuses excluding the administrative bonus (if any).
2. Round-trip if s/he was spending the sabbatical leave outside the country that hosts his/her workplace conditional on taking the approval from other recognized party by the university.
3. An advance payment on the health insurance account in accordance with the operative statutes. This advance shall be paid during his/her presence abroad in accordance with the arrangements prevailing in the country where s/he shall spend his/her leave. Repayment of this advance payment shall be made in line with the proper procedures against proper documentation sent to the financial and administrative departments of the university.

D. A faculty member who has been granted sabbatical leave should present to the President through the competent Dean a report concerning the research or the papers s/he made during his/her sabbatical and published in approved journals. Appraisal of the same shall be conducted by the academic committee. If s/he did not present such a report, then all funds given to him/her will be retrieved in accordance with paragraph (C) hereof.

Resignation of the faculty member from his/her post at the university shall not be accepted during the sabbatical leave or before actually serving at the university for an equivalent period to the sabbatical leave following its expiry. However, this condition may be waived if the faculty member has refunded all the sums that were paid to him/her according to paragraph (C) hereof.

### Article (20): Unpaid leaves

- Pursuant to the President's decision, following the approval of the Academic committee, a faculty member who spent at least three years in University service may be granted an urgent leave without pay for no more than one academic semester renewable for one term once throughout his/her entire service period at the university.
- The unpaid leaves that granted to a faculty member shall not be considered part of his/her actual service at the university for promotion, remuneration, and seniority purposes.





#### **Article (21): Deputation and assignments**

The President may commission any faculty member, to teach or to do scientific research, or any other task at the University upon a recommendation of the competent faculty council and the concerned Branch Rectors for one year or part thereof in order to perform the tasks of a different post at the university including work in locations other than his/her original workplace in any university branch or educational centers.

Assignments made pursuant to the provisions hereof shall be considered as part of the staff member actual service in the university for promotion, remuneration, and seniority purposes.

#### **Article (22): Salary Scale**

Faculty members' salaries, allowances, and remunerations and all the rest of their entitlements and financial affairs shall be governed by "The Internal Regulations on Salaries and Remunerations at AOU".

#### **Article (23): Academic Staff at HQ**

If the faculty member works at the headquarters, the decisions according to this regulation are made by the decision of the president of the university.

#### **Article (24): Resignation**

- A. The faculty member should present his/her resignation in writing to the competent Branch Rector and to the relevant Dean if working at headquarters, by at least three months prior to the commencement of any semester. The Branch Rector may not comply by this temporal condition if he deemed that his action was justified.
- B. The final decision is subject to the endorsement of the Branch Rector and the President if the faculty member is working at headquarter
- C. The faculty member who has tendered his/her resignation must not interrupt work until the resignation is accepted. Non-compliance with this provision shall result in loss of job.

If the faculty member works at the headquarters, then the recommendation of relevant Branch Director shall be waived in regard to the provisions of articles 23, 24, 25, 26, 27, and 28 hereof.

#### **Article (25): Loss of the Job**

- A. A faculty member shall be considered in loss of his/her job if s/he was absent from work without an acceptable excuse from the Branch Rector for consecutive 15 days (or the number of days stipulated in the labour law of the concerned country in question if any),





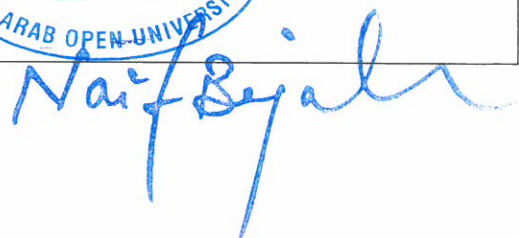
And He/she did not notify his direct manager and the Human Resources in writing during his absence or by any available means, in this case, the decision shall be issued as a member's absence from his or her job and the decision shall be made in force from the last day he or she is absent from his or her duties.

- B. the decision shall be issued as a loss of job if he / she was absent for discontinuous 21 days (or the number of days stipulated in the labour law of the concerned country in question if any), without a legitimate excuse approved by the President or the Branch Rector, and he /she has not informed his /her direct manger and the Human Resources in writing during his absence by any available means
- C. A member who is deemed to have lost his job has the right to object to the decision within fifteen days of its issuance and submit spousal to the President or the Branch Rector, including the reasons for his objection, and if the competent authority is satisfied with the reasons given in the objection, the competent authority shall revoke the decision against the member and the employee shall be reappointment to his job, in without conflicting with the labour laws of the concerned country

#### **Article (26): Termination of Service**

The faculty member's service shall end in one of the following cases, effective from the issue date of the relevant decision, or from the date of the incident on which service shall come to its end:

- Contract termination and not being renewed
- Acceptance of resignation.
- Dispensation with service, or the end of the work for which s/he was appointed to carry out, or the end of contract.
  1. Reaching retirement age, which is determined according to labour laws and regulation in the respective country.
  2. Completing the age of sixty, this is the age adopted for countries where the Labour law determines the age of retirement or countries where the retirement age is not binding. In such case, the end of service shall take effect from the end of the academic year during which the faculty member has completed the age of sixty. The extension of service after completing the age of sixty shall be on a year-to-year basis up to coming five years.
- Losing job or being absence from work
- Having criminal sentences or disciplinary decisions
- Loss of an appointment condition stipulated in these internal rules.
- Death

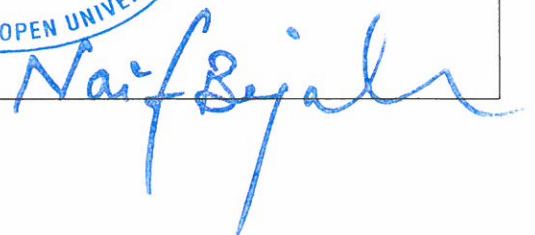


#### **Article (27): Criminal prosecutions**

- A. If a criminal case is brought against the offending faculty member, no disciplinary action may be taken against him/her arising from the criminal charge against him/her until the final judgment in that case
- B. The decision of not being responsible in the criminal case for the offending faculty member or to absolve him / her of the criminal charge against him / her shall be immediately suspended from disciplinary proceedings under the provisions of this bylaw.

#### **Article (28): General provisions**

The implementation of the hitherto current AOU Internal Bylaws for Faculty Members shall be abrogated provided that the regulations and decisions issued according to the same remain operative until they are annulled or substituted in accordance with the stipulations hereof.





Naif Beyal