

## ECC 137 MOUNTAIN VIEW AVENUE KINGSTON 3

#### PART-TIME CONTRACT

### ADJUNCT/INTERNAL PART-TIME LECTURER

THIS AGREEMENT is made this DAY OF	, by and between
ECC (Hereinafter referred to as 'ECC') on the One Part AND	Hereinafter
referred to as:	
ADJUNCT LECTURER, on the Other Part, or	
INTERNAL PART-TIME LECTURER, on the Other Part	

#### **DEFINITION**

"Adjunct" for the purposes of this contract, means a lecturer at the college hired on a contractual basis who is external to the college but provides their professional services and has not subscribed to a full-time contract.

"Lecturer" for the purposes of this contract, generally denotes an academic expert who is hired to teach which includes adjunct, part-time, weekends, or during the Semester 1 session.

"Part-Time" for the purposes of this contract, means a lecturer at the college hired as a full-time employee to the college but provides professional services on a part-time basis due to an extension of hours allotted to them, in addition to the 40 hours per week requirement.

"Semester 1 Semester" for the purposes of this contract, means a lecturer at the college hired on a contractual basis to carry out an adjunct lecturer's functions during the Semester 1 period and subjected to the same guidelines.

"Weekend College" for the purposes of this contract, means a lecturer at the college hired on a contractual basis to carry out an adjunct lecturer's functions on a Saturday, between the hours of 8 am and 9 pm.

"Teaching and learning contact hours" refer to the scheduled periods during which students and instructors interact in real-time via a digital platform or face to face physical classroom. This interaction can include a variety of activities such as live lectures, discussions, demonstrations, and immediate feedback sessions. The key characteristic of these hours is that they are live and occur as timetabled, requiring students to be online or in a physical classroom and engaged at those specific periods.

## 1. **Employment**

The terms and conditions that govern the ECC contract of employment are outlined below:

a)	The Adjunct/Internal Part-Time Lecturer is assigned to facilitate the course:
b)	The Adjunct/Internal Part-Time Lecturer is assigned to the duty of Lecturer _Semester
	1 Session_ to begin on theday of 2024 and to end on theday of
	2024. The Lecturer agrees to perform such duties as assigned, which will include lecturing,
	writing examination items/questions, marking examination scripts and students'
	coursework/projects, submitting grades, participating in training sessions, observing,
	abiding by the requirements of the online Learning Management System (LMS - Canvas),
	and administering curriculum, standards and policies and abiding by such rules and
	regulations as may from time to time be put in force either by ECC, CCCJ or the Ministry of
	Education.
c)	Contact Hours
The	Lecturer is expected to facilitate his/her courses in adherence with the requirements of the
cou	rse outline within the time as guided by the number of credits and contact hours.
Tota	al Contact Hours

## d) <u>Responsibilities of the Lecturer</u>

The Lecturer agrees to fulfill his/her primary duty to the students in accordance with the course requirements, as well as, but not limited to the following:

- Developing a course delivery plan as per Course Delivery Plan Template, and sharing same with the Head of School, as well as with the students.
- Participating in performance evaluation exercises.
- Acknowledging findings of students' assessment of the Lecturer
- Developing manuals and other teaching aids that may be required from time to time.
- Providing the Head of School with work plans as required.
- Knowing, teaching, and acting consistently with the philosophy, objectives, and policies of the College.
- Contribute to the development of items for all course materials i.e. coursework, mid-semester assessment and final exams.
- Mark examination scripts in compliance with Quality Assurance requirements, that is, within the parameters of the examination center.
- Participating in meetings and other related activities as necessary.
- Maintaining complete and accurate records regarding grades, progress, and attendance of students,
- Maintaining students' records and meeting required deadlines in submitting these records

- Providing reports on students' attendance and progress as necessary.
- Attending all assignments\classes on time and remaining for the entire duration of the aforesaid assignments/classes.
- Ensuring that all correspondence to students is sent to their ECC email only.
- For courses with students five (5) or less, the rates must be discussed and agreed with the Head of School prior to the signing of this contract.

# e) Responsibilities of the Institution

- Providing the Lecturer with facilities and equipment that will enable him/her to perform assigned duties efficiently and effectively.
- Providing adequate training to the Lecturer for the use of the online platforms and delivery modalities such as canvas, Educosoft etc,
- Ensuring that Lecturers are properly informed that the use of the ECC emails is mandatory for correspondence with students.
- Providing syllabi, common course assignments within 7 days of receipt.
- Ensuring that payments are made in keeping with established policy guidelines.
- Providing the Lecturer with the timetable and list of students registered for the class upon signing of this contract. (see Appendix).

ECC agrees to engage the Semester 1 Semester Lecturer for the entire Semester 1 session					
starting	g and ending				
2.	ECC agrees to engage the Adjunct Lecturer ( X ) Part-time Lecturer ( )  Semester 1 Semester Lecturer ( ) Weekend College Lecturer ( ) for:  Hours per week for weeks  Students per class				
3.	3. Payment for Services Rendered				
<ul> <li>i) Pursuant to the agreement, ECC agrees to compensate the Semester 1 session</li> <li>Lecturer</li> </ul>					
\$10,000.00 per student for class size of 1-5 student(s) (for all levels of staff). This is not a self-paced class.					
\$2,275 per hour for facilitators of Practical's or labs.					
\$2,275 per hour for a class size of 6-9 students (all levels of staff)					
\$3000 per hour for Clinicals (nursing programs)					
	\$4,471 per hour - Post Graduate Programs				
	Self-paced Courses: (See self-paced guidelines)				

	Levels: Associate Degree ( ) Bachelor's Degree ( ) (see clause 1d (ii) below)
	Other: Specify
OVER	TEN (10) STUDENTS
	\$2,275 per hour for Assistant Lecturers,
	\$3,766 per hour for lecturers and senior lecturers only if class size exceeds 10 students
	\$4,471 per hour for Senior Lecturers with a class size above 12 students
ii)	Self-paced courses may fall within two categories, that is, the associate degree or the
bachel	or's Degree to determine the most applicable rate for payment. Associate degree attracts
the Le	cturer's rate, while a bachelor's degree attracts the Senior Lecturer's rate (see self-paced

- iii) Claims and Registers should be submitted after the final class for the semester for payment on the twelfth day of the following month.
- iv) Final payments in the contracted period will only be made after all obligations on the Lecturer's part have been fulfilled; (e.g., marking of scripts and course assignments as well as submission of all grades).
- v) ECC further agrees to compensate the Lecturer for the development of any Manual/s or materials under terms and conditions to be determined in a separate agreement.
- vi) Payments will be made in accordance with the guidelines of the Tax Administration Department
- vii) Your remuneration will be subject to income Tax and other statutory deductions in accordance with the regulations and rates enforced from time to time.
- viii) You shall not at anytime, either during the term of this contract period or thereafter, except in the course of your duties, divulge or disclose to any person confidential information as to the practice, dealings or affairs of the ECC or any of its customers, clients or any person dealing with the ECC as to any matter that may come to your knowledge by reason of this assignment.

# 4. <u>Deductions</u>

guidelines previously shared).

Where the Lecturer:

- a. fails to submit their examination paper prior to the College's submission deadline; or
- b. who shares the responsibility with 1 or more lecturers and fails to make his/her contribution to the examination paper prior to the College's submission deadline

The Examination Unit shall apply a penalty for late and/or no submission, that is, deductions of J\$10,000.00-J\$20,000.00 per examination paper from your salary shall be made. The sum deducted is determined based on the amount charged by the CCCJ or other entities as a penalty for no or late submission.

### 5. <u>Discipline/Termination</u>

- i. It is agreed by both parties that disciplinary issues or dismissal of the Lecturer will be conducted in accordance with our policies and government guidelines.
- ii. In the event of any stated dissatisfaction, by ECC, regarding the performance of the Lecturer, the institution will allow the Lecturer ten (10) working days to correct the stated dissatisfaction. At the end of this period, and if the dissatisfaction continues, the institution reserves the right to terminate the agreement without any further notice.
- iii. In all other cases, termination by either side will require two weeks' notice.
- iv. In the event that the Lecturer defaults prior to the contractual period, ECC reserves the right to inform the lecturer of the default and advise of its rights to deduct from the Lecturer's wages, any cost/s incurred as a result of the default, and/or to withhold final payment/s until the matter is satisfactorily resolved.
- v. Upon separation for any reason whatsoever, the Lecturer also agrees to return all property including keys, identification cards, passes, etc. belonging to the College that may have come into his/her possession during the course of employment.

# 6. Data Privacy and Protection

By signing this contract you have consented to the ECC'S collection and use of the information you have provided which in some instances includes personal data. The information you provide on this agreement will be held confidential and will be used primarily for the purpose for which it is intended. This information is collected in furtherance and pursuit of a contact between yourself as Lecturer and the ECC to teach in the Semester 1 semester. The information you provided will be processed by the ECC. This information will not be shared with any third party outside of the ECC locally or internationally without your knowledge. This information will be kept confidential and will only be kept for the period for which it is being used. Once this information is no longer required it will be discarded in accordance with the laws of Jamaica.

## 7. <u>Miscellaneous</u>

- i. This contract is accompanied by the course outline for each course as well as the timetables. If none is provided please request them before signing.
- ii. This contract is to be signed by all parties before the lecturer begins to teach classes. The ECC gives no permission to any lecturer to begin teaching before the proper conclusion

of this contract which is demonstrated by signatures from the appropriate parties to the contract.

**IN WITNESS thereof** the parties hereto have affixed their signatures as an indication of the agreement to the above-mentioned terms and conditions.

Semester 1 Session Lecturer's Full Name:				
Signature:				
Date:				
Chief Financial Office	er's Name: Dwayne Riley			
Signature				
Date:				
Principal's Name: Ph	nilmore McCarthy, JP			
Signature:				
Date:				