

"Approved by"

General Meeting of Partners of Avicenna - Batumi Medical University, LLC, July 29,2022. Minutes № 01-03/02 Appendix

# Avicenna – Batumi Medical University Rules for Affiliation of Academic Staff, Determination of Workload of Academic and Invited Staff and Remuneration

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# **Article 1. General Provisions**

- **1.1.** The "Avicenna Batumi Medical University" LLC (referred to as "Avicenna" or "University") sets the rules for affiliating academic staff, determining their workload and remuneration. These rules, known as the rules of affiliation, outline the conditions for affiliating academic staff with the university, the circumstances for starting and terminating affiliations and their legal impacts, the maximum workload for academic staff, and compensation regulations, including the determination of hourly workload and compensation for academic and invited staff involved in delivering education.
- **1.2.** These rules comply with the "Law of Georgia on Higher Education", its relevant normative documents, as well as Avicenna Statute, Regulation, and procedures for employing academic and inviting staff.
- **1.3.** Issues related to affiliating academic staff that are not covered by these rules shall be governed and interpreted based on the applicable laws of Georgia.

### **Article 2.** Start and Duration of Affiliation with Avicenna

- **2.1.** Affiliation, according to Avicenna's rules for hiring academic and invited staff, is an agreement between University and the academic staff member that allows the university to use the individual's work and research results for the benefit of and on behalf of Avicenna during the period of affiliation.
- **2.2.** An academic staff member without an affiliation agreement with Avicenna is considered an unaffiliated academic staff member.
- **2.3.** Affiliation with Avicenna is established through the signing of an agreement between University/Avicenna and an academic official from Avicenna, who holds the title of Professor, Associate Professor, Assistant Professor, or Assistant (A form for the agreement is attached to these guidelines).
- **2.4.** The Affiliation Agreement is signed as soon as the academic appointment with Avicenna is made and typically remains valid for the duration of their academic role and employment contract.
- **2.5.** The parties may agree to sign the Affiliation Agreement while the employment contract is in effect, but it must be signed before the start of the academic year/semester. If it is signed after the start, it will become effective in the next semester (unless the Rector grants an exception for valid reasons).

# **Article 3.** Terms of Affiliation

- **3.1.** During the period of the Affiliation Agreement with Avicenna, the affiliated academic official:
- a) Represents the university in community development and knowledge sharing initiatives.
- **b**) Conducts educational and research activities at the university, and their research results are credited to the university.

- c) Involved in advising and guiding students academically.
- **3.2.** The affiliated academic official's research results will only be attributed to University, regardless of any external support or positions they may hold in another higher educational institution and/or scientific and/or other institution.
- **3.3.** University has the authority to:
- a) Set the ratio of affiliated vs. non-affiliated academic staff, as decided by the Academic Council.
- **b**) Require that participants in an open competition for academic staff agree to become affiliated with the university as a condition for holding an academic position.
- c) Require candidates for the position of dean of a faculty/school or head of a department to agree to become affiliated with the university as a condition for their election to the role.
- **d**) Provide additional support and benefits for affiliated academic staff (such as funding for research or involvement in university projects), and may define their responsibilities differently from non-affiliated academic staff.
- **3.4.** An academic staff member may only be affiliated with one higher education institution.
- **3.5.** An affiliated academic official may hold a guest teaching or academic position at another higher education institution, as long as it does not interfere with their responsibilities outlined in their employment contract/affiliation agreement with University and they are not affiliated with another educational institution.
- **3.6.** An affiliated academic official must provide information:
- a) About their workload at any other higher education or research institutions, before the start of each academic semester (if applicable).
- **b**) Upon signing an affiliation agreement with another higher education or research institution.

# Article 4. Legal Consequences of Affiliation and Obligations of the Employee

- **4.1.** An affiliated academic official must:
- **a)** Conduct scientific activity as outlined in university regulations and/or other guidelines regarding research workload;
- **b)** Participate in University activities that involve academic staff;
- c) Represent University in other scientific or educational activities;
- **d**) Submit the activity report to the dean of University school;
- e) Participate in the evaluation and self-evaluation processes carried out by the quality assurance service of University;
- **f**) Participate in the performance of the functions assigned to the relevant sectoral department as a member of this department;
- **g)** Comply with the conditions of affiliation and with the requirements of this rule and/or other legal acts of University on determining the workload of affiliated academic staff.

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- **4.2.** An academic official affiliated with Avicenna may be in violation of their employment contract with University if they:
- a) Violate the terms of their affiliation agreement;
- **b**) Fail to notify Avicenna in case of affiliating with another educational or research institution, in violation of the termination rule.
- **4.3.** Violation of the employment contract by an academic official at Avicenna results in penalties outlined by this rule, University's internal regulations, the code of ethics, and/or the signed employment contract. As one of the consequences, University may deduct the official's salary for the semester in which the violation occurred.

# Article 5. Obligations of University to the Affiliated Academic Official

- **5.1.** In reference to the affiliated academic personnel, it is the University's obligation to:
- **a)** Involving affiliated academic officials in university-organized or co-funded professional development activities in both science and teaching methods;
- **b**) Granting affiliated academic official priority in being elected to University collegial management committees;
- c) Fund affiliated academic staff's research proposals in line with University research priorities, policy, budget terms, or allow their participation in ongoing University research projects.
- **d**) Establish the workload for affiliated academic officials primarily;
- **e**) Provide funding (full or partial) for affiliated academic officials to publish at least one scientific paper per year, within the designated budget, in line with University research priorities.

# **Article 6.** Termination of Affiliation

- **6.1.** The affiliation agreement with Avicenna terminates upon:
- a) end/expiration of the term of election/appointment on academic position;
- **b**) premature termination of employment relationship in the academic position of Avicenna (on his own initiative or on the initiative of the employer);
- c) mutual written agreement to terminate affiliation;
- **d**) upon termination initiated by the employee (must be submitted prior to the start of the semester or within 3 months if not possible);
- **e**) by the employer if it is discovered that the employee has signed another affiliation agreement with another educational or research institution while affiliated with Avicenna.
- **6.2.** Upon mutual affiliation agreement or unilateral initiation to terminate the agreement, the rector issues an order on terminating affiliation with the employee after the current academic semester, unless another term is agreed upon by both parties or specified in the Rector's order.



# Article 7. Workload of the Academic and Invited Staff Implementing the University Educational Process

- **7.1.** The University education and learning process is primarily led by academic staff selected through open competition and, if needed, supported by invited staff (invited professors/associates, specialists, senior teachers, teachers).
- **7.2.** At the start of each academic year, the Rector of Avicenna issues an order determining the work load (known as "pedagogical load") of both academic and invited staff, based on a recommendation from the Avicenna School of Medicine. This considers the workload limits set by current regulations (for academic staff only).
- **7.3.** Pedagogical load, including in electronic/distance learning formats, encompasses lecture, practical, group work, seminar, curation, and laboratory work (referred to as "auditory load").
- **7.4.** The Rector's order on determining annual work load (which forms part of the employment contract with the employee) includes:
- a) the employee's primary workplace, Avicenna School of Medicine;
- **b**) the employee's status (academic position/invited professor/associate professor, teacher/senior teacher) and affiliation (for academic staff only).
- c) the Rector's order also specifies:
- **d**) the volume of work load in hours, including mandatory load for the relevant staff unit and load to be paid hourly (if applicable);
- e) the type of academic activity/load (lecture, group work, laboratory, practical, curation, etc.).
- **f**) period of work performance (academic year or semesters);
- g) additional information related to the educational process, noted in the column.
- **7.5.** To implement Avicenna educational program, the workload of the academic staff, primarily affiliated academic official's workload, is determined in compliance with the requirements by Georgian legislation, qualification/academic degree and study courses specified in the application form.
- **7.6.** The workload of academic staff at the Avicenna School of Medicine is determined in compliance with Georgian laws, staff qualifications and course requirements. If additional hours are needed (creating/dividing classroom groups and registering outstanding credits), an academic or invited person may be invited to complete them (with their consent and without competition). If necessary, these hours may be assigned to another staff member.
- **7.7.** On the basis of the present rule and the service card of the dean of the faculty/school submitted in accordance with the rule for admission of academic and invited staff of "Avicenna Batumi Medical University" LLC, an order of the Rector is issued regarding the appointment of staff and the determination of their workload.



### Article 8. Academic Staff Workload

- **8.1.** An academic official, including a professor, associate professor, assistant professor, or assistant, is required to adhere to the terms outlined in their employment contract, including:
- a) fulfilling the requirements set forth by University's legal acts regarding educational and research work (referred to as academic activity);
- **b**) The annual mandatory academic (work) load determined by the Rector's order at the beginning of each academic year (hereinafter "pedagogical workload") and student counseling (within the scope of competence, informing students about the planning of the educational process, improvement of academic achievements, employment, various local and international conferences, projects, and events), as well as the hourly paid workload determined by the current rule (if any);
- c) scientific-research work determined by this rule and/or other acts of the university;
- **d**) obligation to participate in University events.
- **8.2.** An academic official's educational activities include developing classroom workload (contact hours with students pedagogical workload), elaborating new study programs, modules, or individual program components, as well as non-auditory workload. These activities include preparation of lectures and knowledge tests, editing student papers or other assessments of knowledge, and developing new study programs, modules, or individual program components.
- **8.3.** An academic official's scientific research activities may include: writing grant proposals for University, conducting research, collaborating with students, publishing research findings, editing and reviewing publications, participating in conferences, and creating conference reports.
- **8.4.** An academic official's participation in University events can include serving on the academic council or board of the school of medicine, participating in events organized by the university's administration, working in committees established by the university and school of medicine, contributing to the operations of the university's departments, participating in extracurricular activities, fostering international partnerships, and representing the university in public relations efforts.

# Article 9. Classroom and Non-classroom Workload of Academic Staff and Scientific Research Work to be Performed

**9.1.** Academic staff must carry out mandatory classroom workload (lecture / practical / group work / seminar / curatorial/laboratory work) and other non-auditory workload defined by this rule.

# 9.2. An academic official's teaching duties at Avicenna may include:

- **a**) delivering lectures, leading practicals, facilitating group work, conducting seminars, supervising curatorial and laboratory work;
- **b**) providing clinical instruction and practice.
- 9.3. Non-teaching workload for academic staff includes:
- **9.3.1.** Preparing for lectures;
- **9.3.2.** Preparing for practicals, laboratory studies, group work, and curatorial activities;



- **9.3.3.** Offering mandatory student counseling hours;
- **9.3.4.** Developing and utilizing electronic systems for students' academic progress and utilizing educational technology platforms within their authority;
- **9.3.5.** Involvement in student evaluation, including exams and assessments;
- **9.3.6.** Managing educational programs;
- **9.3.7.** Supervision of a student's scientific-research paper;
- **9.3.8.** Translating literature and manuals;
- **9.3.9.** Writing scientific articles;
- **9.3.10.** Preparing conference presentations;
- **9.3.11.** Coordinating quality assurance efforts within their department;
- **9.3.12.** Delivering public lectures;
- **9.3.13.** Serving on the academic council;
- **9.3.14.** Creating/completing course syllabi;
- **9.3.15.** Developing educational programs.
- 9.4. Mandatory research activities for academic staff except for the Assistant, include (starting from 2023):

# 9.4.1. For professors,

- a) conducting research aligned with the university's mission and research priorities and publishing at least one paper in high-impact journals every three years.
- **b**) participating in relevant international conferences and publish monographs or guidebooks every three years;
- c) conducting research as part of the educational program, such as supervising student projects.
- **d**) participating in events that support the university's mission and social responsibility, promote the university's reputation, and expand its international partnership network.

# 9.4.2. Associate Professors must:

- a) participate in a scientific event determined by the resolution of the academic council of the university and publish a relevant thesis/theses every 3 years;
- **b**) publish a scientific work/monograph/guidebook in a journal with an impact factor or in a refereed scientific journal indexed in international databases once every 3 years.;
- c) carry out scientific activities planned within the relevant educational program, (such as student guidance or other activities);

# 9.4.3. Assistant Professors must:

- a) publish a scientific work once every 3 years;
- **b**) carry out scientific activities planned within the relevant educational program, (such as student guidance or other activities);



# Article 10. Remuneration and amount of mandatory academic (labor) workload of academic staff

**10.1.** The mandatory annual academic workload at Avicenna's staff unit is determined by position as follows:

a) Professor: 300 hours

b) Associate Professor: 330 hoursc) Assistant Professor: 350 hours

**d)** Assistant: 400 hours;

- **10.2.** Avicenna's academic positions and salary are determined by the staffing schedule of Avicenna and reflected in the employee's contract.
- **10.3.** The staffing schedule of Avicenna has different pay rates for affiliated and non-affiliated academic staff.
- **10.4.** An academic official with a full workload for a 2-semester academic year will receive the monthly salary specified in the academic staff schedule and in their labor contract for a 12-month period, until starting the beginning of the next academic year.
- **10.5.** An academic official who does not have a full workload during one academic year (2 semesters) will be paid in proportion to the staff workload at the current hourly rate. The appropriate legal act of the Rector will be issued in connection with this provision.
- **10.6.** In the event when the hourly workload exceeds the annual mandatory workload limit, the salary is paid based on the workload approved by the rector's order, taking into account the hourly salary and the hours worked, based on the rector's order issued on the recommendation of the dean of the main educational unit (school).
- **10.7.** The Rector decides to reduce the maximum yearly workload by 30% to 50%. for an academic official in the event of their holding an administrative or support job at Avicenna.
- **10.8.** The Rector, upon recommendation of the head of the quality assurance service or the dean of the main educational unit (school), may reduce the annual mandatory workload for an academic official by 30% to 50% in the event that the employee takes on important university activities. The reduction is only granted if it does not hinder the educational process and is issued by the Rector's order.

# Article 11. Number of Students in the Group in the Process of Completing the Study Course/Clinical Component Provided by the Program

- **11.1.** The number of students in classroom/academic groups is determined as follows:
- a) For lectures a maximum of 90 students.
- **b**) For practical lessons in natural, experimental, computer, and technical sciences in laboratory/foreign languages a maximum of 20 students.



- **c)** For practical teaching (curation) and simulation teaching in clinical disciplines of healthcare/psychology specialties a maximum of 8-12 students.
- d) For other practical/seminar classes/group work a maximum of 30 students.
- **11.2.** The maximum number of students in a group may be increased or decreased once per semester or academic year based on the decision of the academic council or the Rector's order. This change must be substantiated by the service card of the dean of the faculty or the head of the quality assurance service of University and only applies to the needs of a specific study course or program.

# **Article 12.** Remuneration of Invited Staff and the Way of Payment

- **12.1.** The maximum number of students in a group may be increased or decreased once per semester or academic year based on the decision of the academic council or the order of the rector. This change must be justified by the service card of the dean of the faculty or the head of the quality assurance service of the university and only applies to the needs of a specific study course or program
- **12.2.** The hourly compensation (tariff) for the invited staff's labor (pedagogical workload/contact hours with students) is determined by the Rector's order at Avicenna and reflected in the labor contract signed with the employee.

# **Article 13.** Conclusive Provisions

- **13.1.** The first edition of this rule was adopted at a meeting of University partners and is in effect upon approval.
- **13.2.** Before formation of the academic council, the modified edition, changes, and additions to this rule are approved by the Rector of University. After recognizing the academic council's authority, they are approved by the academic council.
- **13.3.** The procedure for terminating affiliation specified in this rule takes effect after receiving authorization from Avicenna Batumi Medical University LLC and obtaining the right to implement the one-cycle educational program in medicine, "Medical Doctor".
- 13.4. Until authorization from "Avicenna Batumi Medical University" LLC and obtaining the right to implement the one-cycle educational program in medicine, "Medical Doctor," academic officials who express their readiness and sign an affiliation agreement with "Avicenna Batumi Medical University" LLC shall be considered "conditionally affiliated" according to 13.3 of this rule. Within a period determined by University, they must submit updated information regarding their affiliation status: either confirming their affiliation agreement with Avicenna, or cancelling an existing affiliation agreement with another higher education institution, with reference to relevant deadlines.

# **Affiliation Agreement №**

Batumi	2022		
On the one hand, "Avicenna - Batumi Medica "University" or "Avicenna"), represented by its He	d University, LLC " (hereinafter referred to as ead, Rector Sophio Beridze,		
and			
On the other hand, [First Name], [Last Name], pemployed by Avicenna in the academic position of	ersonal number [insert number], [insert academic position].		
1	egislation and the affiliation rules, which define the he workload of academic and invited staff, and labor llowing terms:		
1. The employee agrees to affiliate with University in the academic position of Avicenna for the duration of employment.			
<b>2.</b> By signing this affiliation agreement, the employee acknowledges familiarity with University's affiliation rules and their legal implications, as well as his or her commitment to comply with the requirements outlined in these rules.			
<b>3.</b> This agreement is between University and the employee, signed on / with reference number, and forms an integral part of the labor contract.			
<b>4.</b> The agreement may be amended or terminated with the mutual consent of both parties or in accordance with the procedure outlined in the University's affiliation rules, and with the termination of the employment contract.			
The agreement is signed by:			
Rector of "Avicenna - Batumi Medical University" LLC:	Academic official of "Avicenna - Batumi Medical University" LLC		
Sophio Beridze	First Name/Last Name		
(signature)	(signature)		
Date:	Date:		
Stamp			