

Translation

These Regulations were approved by the Board of Trustees on 13/3/1999
Thereafter consecutive amendments were made thereon
on 1/6/2002, 3/3/2006, 2/11/2007, 5/12/2008 and 22/6/2012

This text is the only text considered as reference for dealings
between the University and the academic personnel

The University of Balamand

Academic Personnel Regulations

Introduction

The University of Balamand began its rise with various faculties, the first of which was the Lebanese Academy of Fine Arts which was established and licensed in 1944. Thereafter in 1975, the St. John of Damascus Institute of Theology was established until it emerged into its present form and legal entity with branched faculties pursuant to Decree No. 4885 dated June 4, 1988 and Decree No. 9278 dated October 8, 1996.

The University currently consists of the following faculties :

- The Lebanese Academy of Fine Arts (1944)
- The St. John of Damascus Institute of Theology (1975)
- The Faculty of Arts and Social Sciences (1988)
- The Faculty of Engineering (1996)
- The Issam M. Fares Institute of Technology (1999)The Faculty of Sciences (1996)
- The Faculty of Business and Management (1996)
- The Faculty of Public Health and Related Sciences (1996)
- The Saint Georges Faculty of Postgraduate Medical Education (1999)
- The Faculty of Medicine and Medical Sciences (2000)

The University of Balamand aims at teaching, research and serving man at the same time. It is a non-for-profit institution always aspiring for high academic standards coupled with ethical values in keeping with modern educational and scientific progress. It guides its students towards human and spiritual values as well as love and giving.

The University adopts an open policy with no discrimination as to religion, creed, gender, race, color or physical disability.

The University also endeavors to establish cultural relations and academic cooperation with well established institutions of higher learning in Lebanon and abroad.

To attain these goals, the University asserts that academic freedom is essential to the search for truth and its free expression. Freedom in teaching is fundamental to the right of the teacher in teaching and of the student in learning.

The University is also keen on the importance of research which is inherent to the academic life and in increasing knowledge and the development of learning.

Chapter One : General Provisions

Article 1 : The Purpose of these Regulations

The purpose of these Regulations is to determine the relationship between the University administration and members of academic personnel and reconciling between the law on regulating higher learning and its applicable Decrees. These Regulations are the only comprehensive regulations drawn for this purpose and are applicable to all academic personnel regardless of the faculty they belong to unless otherwise stipulated for by a special provision for any of the faculties, and approved by the Board of Trustees.

Article 2 : Forming of academic personnel

- 2,1** The academic personnel is formed of those entrusted with teaching and research duties, those who have contracts with the University, and also those entrusted with administrative duties.
- 2,2** There are two categories of academic personnel : full timers who devote all their time and intellectual efforts exclusively to the University of Balamand and to all kinds of work, and part timers who are also engaged with work relationships with other institutions or have their own business outside the University.

Article 3 : Academic Ranks at Balamand University

- 3,1** The basic academic ranks for full time members of academic personnel are:

3,1,1- Professor : This rank is granted to holders of a Doctorate Degree who excelled in teaching and in serious scientific research and have shown high competence thus merited the respect and appreciation of their peers at the University or at other learning institutions.

An Associate Professor may, in principle, be nominated to the rank of Professor after seven years of having been in this rank at Balamand University or any other higher learning institution at the discretion of the University Council.

3,1,2- Associate Professor : The holder of this rank must have, in addition to his Doctorate Degree or the highest degree in his specialization, a record of success in teaching, research, and constructive and continuous participation in the life and programs of the University.

An Assistant Professor may be nominated to the rank of Associate Professor after serving seven years in this rank at the University of Balamand or any other higher learning institution at the discretion of the University Council.

3,1,3- Assistant Professor : The holder of this rank must have a Doctorate Degree or the highest degree in his specialization, preference is given to those with previous experience in the fields of teaching and research in an institution of higher learning or a recognized research center.

3,2 The University may, when necessary, grant full time or part time members of academic personnel other ranks. These are :

3,2,1- Researcher (of the rank of Professor or Associate Professor or Assistant Professor) : This rank is granted to holders of high degrees who are full time academic researchers.

3,2,2- Visiting Professor : this rank is granted to a Professor coming to the University from another institution of higher learning where he held one of the basic three ranks mentioned in Clause (3,1) above. A Professor may remain in this rank for a maximum period of two years.

3,2,3- Adjunct Professor : This rank is granted to a Professor entrusted by the University with specific duties, inside the University or outside, and for a specific period. The holder of this rank is not considered as a member of the academic personnel thus the Regulations on promotions and appointments are not applicable thereto.

3,2,4- Senior Lecturer : This rank is granted to holders of the rank of Professor or Associate Professor who ceased their research or publication work. It is up to the University Council to grant this rank based on the dean's recommendation after consulting with the division or upon the request of the Professor concerned.

3,2,5- Lecturer : This rank is granted to holders of the rank of Assistant Professor who ceased their research or publication work or to holders of a Masters Degree with practical experience specially in the teaching field.

3,2,6- Instructor : This rank is granted to holders of a Masters Degree whose services are sought in classrooms, laboratories or technical activities.

3,2,7- Assistant Instructor : This rank is granted to holders of a Masters Degree whose services are sought in laboratories or technical matters.

3,2,8- Assistant Researcher : This rank is granted to holders of a Masters Degree to help in academic research.

The Academic Committee of the Board of Trustees may, when necessary, except some cases from the classification or promotion conditions, upon the recommendation of the President of the University after consulting with the University Council.

Chapter Two : Appointments and Promotions at the University

Article 3 : Appointment, Promotion and Termination of Contract

4,1 The appointment and promotion to the rank of Professor or Associate Professor shall take place through a Decision by the University Board of Trustees pursuant to the nomination of the President of the University, based on the recommendation of the University Council and a proposal from the faculty represented by its dean, pursuant to Article 5 of these Regulations.

4,2 In general, the appointment and promotion to other academic ranks stipulated for in the previous Article, shall be made through a Decision by the President of the University pursuant to the recommendation of the University Council based on a request by the faculty represented by its dean and pursuant to the proposal of the division represented by the head of the division or after consulting with him.

- 4,3** The authority making the appointments and promotions has an absolute discretionary authority to do so if the specified terms for appointment are met. A promotion shall become in force at the beginning of the academic year following the date of the Decision.
- 4,4** For appointments and promotions to ranks, the ratio of holders of degrees as specified in the Law Regulating Higher Learning and its applicable Decrees must be taken into consideration.
- 4,5** The term of any appointment shall end, in principle, with the term cited in Article Two of the letter of appointment, unless if the President of the University, pursuant to the recommendation of the dean, expresses the wish of the University to renew the appointment, in whole or in part, or extend it for a certain period, six months before the end of its term if the appointment were for one year or nine months before if the appointment were for more than one year and the person concerned shall be notified in writing.
- 4,6** In the event any of the parties terminated the appointment before its original term (or the renewed or extended term) for an unjustified reason or for a reason that the University does not want to disclose, the party requesting the termination must pay the other party a lump sum compensation equivalent to a one month salary for every remaining year of the contract.
- 4,7** When a member of academic personnel attains the age of seventy his contract may be extended for one year, renewable once or more. If the person concerned is not notified of the extension or renewal in a letter from the President of the University six months before he attains the age of seventy or the end of the previous contract, the contract shall then be considered as terminated at the end of its term.

Article 5 : Procedures of Academic Contracts

5,1 This Article aims at regulating promotions, renewals and extensions of contracts with full time members of academic personnel.

5,2 Subject to the letters of appointment and to the standards shown hereunder, the term of contracts signed with the new academic personnel is specified, in principle, for one year renewable or extendable.

5,3 Contracts with terms beyond one year are usually signed :

- a) With full time academic personnel who worked at the University for three consecutive years or more.
- b) With those who have five years full time academic experience or more at another university and worked full time with the academic personnel of Balamand University for one year or more.

5,4 In specifying the term of a contract, the following standards shall be taken into consideration.

c) Teaching and Research

Teaching includes : (1) The influence of the member of the academic personnel in the classroom, (2) the preparations of teaching material, and (3) the evaluation of students. Research and publications are considered as two mandatory conditions.

As to research, it includes: his publications of scientific articles in international and/or refereed journals, his participation in writing scientific books and his interventions in refereed conferences, as well as broad recognition of the importance of his publications, registered patents, distinguished art work, etc...

d) Internal Activities

These activities include the contribution of members of academic personnel to the work of the division, the faculty and the University through the drawing and implementation of academic directives at all levels, and their participation in University Committees.

e) Correlation between the work and the goals of the University.

The performance of members of the academic personnel is evaluated, be it in teaching or internal activities, by the extent of their compliance with the directives of the University. It is important for their work to be correlated with the missions of the faculty and the University.

5,5 Contracts are signed by the President of the University in light of the decisions issued by the relevant bodies pursuant to the mechanism as shown in these Regulations and in the University Bylaws. The contracts shall specify the terms of the relationship between the University and the member of academic personnel (pursuant to Chapter Two of these Regulations).

5,6 Renewal of contracts or promotions are based, when necessary, on the documents prepared by the member of academic personnel when he requests the renewal or promotion. These are :

a) The personal file :

It includes :

1) Teaching Material :

The teaching material prepared by the member of academic personnel, such as, a description of the course with a list of recommended references, in addition to the exams questions and other material used in his evaluation of the performance of students.

2) Evaluation by Students :

The evaluation of students of the courses taught by the member of academic personnel include their interaction with the Professor in his supervision and guidance of their individual work (in tutorial courses, theses or experimental projects, if any).

3) Evaluation by colleagues :

The dean may consult the colleagues of the member of academic personnel concerned who are acquainted with his performance and participation in the division and faculty.

4) Evaluation by the dean and the head of the division :

Each of the dean and the head of the division shall prepare a report summarizing therein their evaluation of the member of academic personnel concerned as to :

- His preparation of the tutorial courses innovatively, and his contribution to the work of the division and the faculty.
- The papers prepared for teaching, such as grades and synopsis of courses, etc...
- His participation in committees, etc.
- His participation in realizing the duties and directives of the division and faculty.
- His contribution in the academic supervision and follow up of students .

5) To be added to the file information related to internal activities which include :

- His being a member or chairman of a faculty or University committee, of the Advisory Council or others.
 - Special assignments, such as representing the University or the faculty in local or international meetings.
 - Special contributions to the activities of the division, the faculty or the University.
- b) A personal statement : on the correlation of the work of the member of academic personnel with the University mission and the extent of his motivation.

5,7 Procedures for the Renewal of Contracts

A yearly renewable contract shall be concluded with "Instructors", "Lecturers" and "Senior Lecturers".

A preliminary contract for a period of one year shall, in principle, be concluded with Assistant Professors. Upon its term a new contract shall be concluded for another period of three years renewable twice consecutively and may be three times by a Decision of the University Council.

In general, if an Assistant Professor is not promoted to the rank of Associate Professor after the above mentioned renewal period, he shall be appointed to the rank of "Senior Lecturer" by a Decision of the President of the University pursuant to the recommendation of the University Council. In this case, the member of academic personnel may be given a three year contract allowing him during its term, or at the end of it, to apply for promotion to the rank of Associate Professor. If this promotion does not take place, then the administrative rules in practice may be applied to this member pursuant to the Academic Personnel Regulations.

A preliminary contract shall be concluded with an Associate Professor for a period of three years followed by a contract for a term of three to four

years. The term of the third contract depends, in principle, on the promotion of the Associate Professor to the rank of Professor. In general, if he is not promoted to the rank of Professor his contract shall be terminated or he may be appointed to the rank of "Senior Lecturer" in a Decision by the President of the University pursuant to the recommendation of the University Council.

Five years renewable contracts are usually concluded with members of academic personnel of the rank of "Professor" provided that they continue their scientific production through direct research or through the supervision of dissertations and thesis'.

Note : Forms of documents cited in this Article are appended to these Regulations..

Article 6 : Teaching Contracts

- 6,1** A contract signed by the President of the University shall be concluded with each member of academic personnel in two original copies, one for each party specifying therein the rank, salary, term of contract, tutorial courses or research, and special terms, if any.
- 6,2** The text of the Teaching Contracts shall include :
- 1) Reference to these Regulations as a complementary part thereto.
 - 2) An express waiver by the party contracting with the University of the Intellectual Property Rights of inventions and patents during his contractual period with the University, within the terms of these Regulations.
- 6,3** The provisions of these Regulations are considered as part of the contract and apply to both parties thereto unless the contract stipulates otherwise.

- 6,4** The dean of the faculty must have a form of the Teaching Contract ready and valid for signing.

Article 7 : Renewal of Contract

- 7,1** The contract with full timers is, in principle, considered as terminated by the end of its term unless if the President of the University, based on a proposal by the dean, expresses the wish of the University to renew it, fully or partially, or to extend it for a certain period, six months before its term if the appointment is for one year, or nine months before if the appointment is for more than one year. The University shall draw a new contract in the event of renewal or extension.
- 7,2** The contract with part timers ends with the end of its term unless it is expressly renewed.

Article 8 : Term of Contract

- 8,1** Contracting with full timers shall, in principle, be for a period of one to three years. However, it is possible to contract for a period of three to five years with members of academic personnel of the rank of Associate Professor and Professor. As to five years contracts, these shall be concluded with the approval of the Board of Trustees.
- 8,2** The term of contract for part timers shall be for a maximum period of one semester.
- 8,3** The academic year is approximately nine months, or eleven months for members of academic personnel who are in charge of administrative duties in addition to their teaching duties and also for those contracted with expressly for eleven months, taking into consideration the summer vacation.

- 8,4** With the exception of contracts concluded for eleven months, teaching during the summer season requires independent contracts.

Chapter Three : Academic Personnel Obligations

Article 9 : Actual Teaching Time

- 9,1** The University Council shall decide on the teaching hours for each course and the corresponding hours of advice and guidance to the students.
- 9,2** The teaching hours for primary academic ranks shall be twelve hours per week and for full timers of all other ranks fifteen hours per week unless stipulated otherwise in the contract.
- 9,3** The teaching hours of part timers for a certain semester are as specified in the contracts concluded with them.
- 9,4** The University Council may, upon a proposal from the dean, reduce the number of classes taught for the following reasons :
- 1) For scientific research, provided that the reduction does not exceed three classes per week.
 - 2) For the time required to carry out certain administrative duties assigned to him by the dean or by the President of the University.
- 9,5** The dean of the faculty shall, in agreement with the heads of divisions, determine the timing of classes and the hours of counseling for each semester taking into consideration the terms of contracts with part timers

and provided that the hours of counseling are not less than one hour per week for each course.

Article 10 : Aims and Directives of the University

Members of academic personnel shall comply with the basic directives of the University and its goals, and abide by their context and spirit as cited in the introduction to these Regulations or as issued from time to time by the competent authorities of the University.

Article 11 : Scientific Objectivity

Members of academic personnel are committed to scientific objectivity in their teaching, research, directives and discussions, and must be distinguished by responsibility and scientific earnestness in teaching and in society.

Article 12 : Participation in Meetings

Members of academic personnel shall attend the meetings they are duly called to attend unless they give a valid excuse for their absence before the date of the meeting.

Article 13 : Plans of Courses

13,1 Each member of academic personnel shall put down a plan for each course he is teaching and submit it to the head of the division for adoption and distribution at the beginning of the semester and shall adhere to its contents and to the time table for its completion.

- 13,2** Each member of academic personnel shall abide by the evaluation policy cited in the plan of the course and must submit to the dean the final grades for the course within forty eight hours at the most after the last exam; he shall also stay at the disposal of the administration for seventy two hours after announcing the results of the course to take in any inquiries regarding the grades.

Article 14 : Curricula

The University Council, in consultation with the academic personnel shall put down the curricula which members of academic personnel shall abide with. These curricula are in the form of decisions or memorandums issued by the University Presidency.

Article 15 : Intellectual Property Rights

- 15,1** Subject to the provisions of the following two paragraphs, each member of academic personnel shall have copy rights to his publications and shall be responsible for their contents and for observing the copy rights of others. Members of academic personnel must mention the name of the University in their scientific articles published in the specialized journals or in scientific seminars they participate in.
- 15,2** The intellectual, exploitation and leasing rights of all discoveries, inventions, patents and intellectual scientific production realized by any full time member of the academic personnel during his contract with the University shall revert to the University who shall pay him royalties at the rate of ten percent of the net income resulting from waiving his right of exploitation or lease of his discovery, invention, patent or intellectual scientific production.
- 15,3** The intellectual, exploitation and leasing rights of all discoveries, inventions, patents and intellectual scientific production that revert to the University from the productions of part time members of academic personnel are

restricted to the subjects they are teaching or researching during the term of their contract.

Article 16 : Special Duties of Full Timers

In addition to the general duties cited in the previous Articles, full time members of academic personnel shall be fully devoted to their work at the University. This matter was taken into consideration in determining their salaries and benefits. This devotion requires, in particular :

- 1) Doing scientific research.
- 2) Advising and guiding t students.
- 3) Deliberating on educational matters with other members of academic personnel.
- 4) Participating in and preparing for academic and administrative committees and working on the implementation of their decisions.
- 5) Carrying out, outside the University, cultural and directive duties as determined by the University Council.
- 6) Giving lectures and participating in seminars outside their faculties.
- 7) Refraining from doing anything outside the University not stipulated for in Article 35 hereunder.
- 8) Refraining from any activity that may create conflict of interest between him and the University.
- 9) Refraining from holding any leadership responsibilities in political, social or syndicate associations unless a special permission is issued by the University.

- 10) Abiding by the moral and behavioral principles in whatever work carried out inside or outside the University.

Chapter Four : Disciplinary Measures

Article 17 : Disciplinary Measures

Shall be applied on any member of academic personnel who violates the duties entrusted to him pursuant to these Regulations, any of the following disciplinary measures depending on the gravity of the violation:

- 1) Warning
- 2) Reproach
- 3) Termination of Contract

Article 18 : Authority Taking Disciplinary Measures

- 18,1** The warning shall be sent by the dean if it is the first violation, and by the President of the University if it recurs, and shall always be sent in a confidential letter addressed to the violator.

18,2 As to other disciplinary measures, they shall be made by the President of the University based on the recommendation of the Academic Disciplinary Committee formed of professors representing the various faculties at the beginning of each academic year provided that the Committee specifies in its recommendation the nature of the violation, its legal grounds and the suggested measure.

Article 19 : Principles for Applying the Disciplinary Measures

The Board of Trustees shall put down the principles to be followed in applying the disciplinary measures and shall be considered an integral part of these Regulations.

Article 20 : Review of Disciplinary Measures

In the event new facts were revealed which may lead to revoking or reducing the disciplinary measures taken against a member of the academic personnel, said member may complain to the President who in turn shall take it again to the competent committee pursuant to Article 36.

Chapter Five : Academic Personnel Benefits

Section One : Allowances and Benefits

Article 21 : Allowances and Salaries

- 21,1** Members of academic personnel shall receive in return to the work entrusted to them an allowance or annual salary calculated on the basis of their degrees, publications, experience and/or the number of hours needed for the course they are teaching. Said allowance or salary includes all the merited benefits pursuant to these Regulations unless otherwise stipulated for therein.
- 21,2** The annual allowance for full timers shall be distributed over twelve monthly installments, and for part timers over four installments for one academic semester.
- 21,3** In addition to the deductions stipulated for by law, an amount equal to the unauthorized absence shall be deducted from the allowances.

Article 22 : Educational allowances

- 21,4** Full time academic personnel of primary ranks shall benefit from educational allowances for their dependent children in the pre university stages of education pursuant to the following conditions :

First – Based on a proposal by the University Council, the Board of Trustees shall determine annually the sum of educational allowances taking into consideration the fees of three schools operating in Lebanon.

Second – The child must be registered in Lebanon in a regular public or private day school, excepting night schools.

Third – Educational allowances are for a maximum of four children starting from the eldest. However, if both parents are full timers at the University, the educational allowance shall be confined to one of them.

Fourth – The educational allowance shall be paid for each child commencing from Kinder Garden 2 (KG 2) up to the Baccalaureate or

Technical Baccalaureate or the equivalence thereto. The pre university educational allowance for one child shall not exceed fourteen years.

Fifth – Said educational allowance does not include the cost of books, transportation expenses and other expenses and fees added to the tuition fees.

- 22,2** This allowance shall be paid in return to a statement of registration in one of the cited schools, and a statement of fees with receipts as they come in.
- 22,3** The educational allowance may not be transferred from one child to another or paid for a repeated class.
- 22,4** The educational allowance is not payable to any child benefiting from a similar educational allowance from another source. However, if the amount of the other allowance is less than the allowance of the University, the University shall only pay the difference between the two educational allowances at the time.
- 22,5** Benefiting from the educational allowances for all children shall cease at the end of service for any reason whatsoever or upon a change of status from a full timer to part timer. In case of the end of service for attaining retirement age, the allowance shall continue until the end of that scholastic year.
- 22,6** Educational allowances shall automatically cease or be amended upon the issuance of any legislation requiring the University to grant educational allowances or burdens it with financial obligations the purpose of which is to contribute to tuition fees.

Article 23 : University Assistance

- 23,1** Dependent children of members of academic personnel of primary ranks are exempt from tuition fees at Balamand University. However, if one of the children of the concerned members joins another university for a specialization that is not available at Balamand University, the Executive Committee of the Board of Trustees shall annually fix, pursuant to a proposal by the University Council, an amount to be granted to one of these children, provided that this amount does not exceed the average rate of tuition fees at Balamand University, and that it is for a maximum period of three years of the first phase of the University program.
- 23,2** Granting the educational allowance depends on the Decision of the “Admission Committee” at Balamand University to accept the child pursuant to the University Regulations, and his enrollment therein as a regular full time student for obtaining a degree, and provided that said student does not benefit from another equal educational allowance. This principle is applicable to the children who enroll in a university other than the University of Balamad subject to the provisions of Article (23,1) above.
- 23,3** Exemption from tuition fees is restricted to four children beginning with the eldest. However, if the two parents are fulltime faculty members at the University, the exemption shall be restricted to one of them. If one of the parents benefits from another source of university educational allowance for his child, then said child shall not be exempt from tuition fees at the University except to the extent of the difference between the allowance and the exemption.
- 23,4** Exemption from tuition fees for each eligible child only includes uninterrupted years at the first level of university up to the first university degree, i.e. a Bachelors Degree or Licence d’education or Engineering

Diploma, on the basis of the academic program of the University where the child is enrolled.

- 23,5** The exemption does not include language qualifying sessions or repeated credits or years.
- 23,6** The exemption shall cease for all children at the end of service for any reason or upon a change in status from a full timer to a part timer. In case the end of service is due to the attainment of retirement age, the educational allowance shall remain until the end of that scholastic year.
- 23,7** The exemption shall cease in emergency cases (such as the death of any eligible child or the marriage of an eligible son or daughter). However, the exemption as determined in paragraph “4” shall apply to another child who meets the conditions of enrollment at the University and only for the remaining period of the exemption starting with the scholastic semester following the cessation of the previous child’s eligibility.
- 23,8** The exemption shall automatically cease upon the issuance of any legislation requiring the University to grant similar benefits or burdens it for that purpose with other obligations.

Article 24 : Health Insurance

Full time academic personnel of all ranks shall benefit from a medical insurance plan pursuant to conditions to be agreed upon yearly by the University with hospitalization institutions or insurance companies who determine the extent of the benefit, the premium to be paid by the

beneficiary and the contribution of the University in accordance with the budget appropriation in this respect based on a proposal by the President of the University.

Article 25 : End of Service Indemnity

25,1 Full time academic personnel of all ranks shall be granted special benefits tantamount to end of service indemnity payable at the severance of the contractual relationship with the University as a result of the termination of the contract or of its non renewal or of death or resignation, or for any other reason.

25,2 This indemnity shall be calculated at the end of each year on the basis of ten percent of the basic salary and of the amount resulting from calculating the exchange rate of the US Dollar to the Lebanese Pound as per the appendix to the teaching contract as long as this appendix is in effect as the University may decide, provided that this procedure shall be effective as of the beginning of the academic year 2007-2008. However, as to full time members of academic personnel :

- a) Those contracting with the University as of the academic year 2008/2009 in the rank of Associate Professor, the basis of calculating their indemnity shall be half percent more than the ten percent per year at the end of the first year, and the same for subsequent years, until the percentage on the basis of which the indemnity is calculated reaches 12.5% (twelve and a half percent) maximum, and provided that this procedure is in effect as of the beginning of the academic year 2008-2009.
- b) As to academic personnel currently contracting with the University in the rank of Associate Professor, the basis for calculating their

indemnity shall be half percent more than the ten percent yearly for each full contractual year they spent at the University in this rank until the yearly percent on the basis of which the indemnity is calculated reaches 12.5% (twelve and a half percent) maximum, and provided that this procedure is in effect as of the beginning of the academic year 2008-2009.

- c) As to academic personnel currently contracting with the University in the rank of Professor, the basis for calculating their indemnity is 12.5% (twelve and a half percent).
- d) As to academic personnel contracting with the University as of the academic year 2008/2009 in the rank of Professor, the basis for calculating their indemnity shall be 12.5% (twelve and a half percent) as of the end of their first contractual year.
- e) In the event an Associate Professor is promoted to the rank of Professor before reaching the limit for calculating his indemnity on the basis of 12.5%, he shall directly benefit from the twelve and a half percent as of the end of the academic year during which he was promoted to the rank of Professor regardless of the number of years he had spent in the rank of Associate Professor in which he benefited from the half percent increase per year.
- f) An annual interest at the same rate the University gets from investing its endowment shall be calculated on the special benefits that are tantamount to the end of service indemnity, and apply to all full time members of academic personnel of all ranks; this interest shall be operative after twelve months of calculating these amounts. Said interest shall be calculated as determined by the Auditor appointed by the University Board of Trustees provided that it shall not be less than five percent.

- g) These amendments shall be in effect for members of academic personnel, as mentioned in this Article, as of the beginning of the academic year 2010-2011.
- h) These Regulations and amendments thereto according to the sequence of dates were put into effect as of October first 1996. As to those working at the University prior to October first 1996 and are still in service, the current total basic salary plus the amount resulting from calculating the exchange rate of the US Dollar to the Lebanese Pound shall be calculated for them on September 30, 2011, based on the appendix to the teaching contract, multiplied by the number of years of service prior to the academic year 1996-1997. Accruals of this amount, with due earnings, plus accumulated interest thereon shall commence as of the end of the academic year 2011-2012.

25,3

Further to the above, the University shall work with an insurance company to insure its full time members of academic personnel against personal accidents up to the salary of one year calculated on the basis of the last basic monthly salary. The "Continental Scale" shall be applied for indemnifications for personal accidents.

As of 2012-2013 all full time members of academic personnel shall contribute to the end of service benefits by deducting five percent of their total basic salary, and the amount resulting from calculating the exchange rate of the US Dollar to the Lebanese Pound based on the appendix to the teaching contract which shall be deposited in one special bank account. Furthermore, the University shall contribute 2.5% for anyone who has spent seven years at the University and is of the rank of Lecturer and above. These amounts shall be managed pursuant to a mechanism agreed upon by a body emerging from the Advisory Council with the participation of the Comptroller.

25,4 As of the year 2011-2012 the end of service indemnity amount for those entrusted with administrative duties shall be calculated on the basis of the total taxable amount earned. The administrative indemnity of a professor shall be liquidated at the end of his administrative duties.

25,5 The special benefits offered by the University and mentioned in this Article shall continue as long as the contractual relationship between the University and the member of academic personnel continues. However, these benefits shall definitely cease when the member of academic personnel attains the age of seventy.

With the exception of attaining the age of sixty four, no member of academic personnel may liquidate the special benefits account tantamount to the end of service indemnity, except when the contractual relationship is terminated with the University. If a contract is concluded with a member of academic personnel after attaining the age of sixty four, and his above mentioned account of special benefits has been settled upon his request, he shall benefit from a month's salary for each contractual year he spends in the service of the University which shall be paid to him at the end of his contractual relationship with the University.

As to the present members of academic personnel (working when this clause was amended) who have attained the age of seventy, they shall be granted the special benefits cited in this Article until the end of their contractual relationship with the University.

25,6 Any benefits mentioned in these Regulations are tantamount to, instead of and replace any previous, current or future end of service indemnity, reward, pension, indemnity for disability, termination of service, death or the like, which the University is bound to pay pursuant to any Social Security Law, Decree, Court Order therefor, or any regulations or

contract issued by the University. Furthermore, any benefits mentioned in these Regulations are tantamount to, instead of and replace any pension or contribution or the like that may be required to be paid by the University towards old age pension, termination of service, disability or death benefits that may be stipulated for by the Lebanese Law with respect to the Social Security or the like of legal provisions, or in the event subsequent legislation to these Regulations were issued by the Lebanese State, within the above mentioned meaning, work thereby shall cease immediately. As to all amounts calculated in favor of any member of the academic personnel plus interest thereon, they shall all remain the property of the University and shall be deducted from the amounts that must be calculated pursuant to such legislation. As to the increase, if any, it shall be calculated in favor of members of academic personnel.

Section Two : Holidays

Article 26 : Procedures

26,1 With the exception of previously announced collective holidays, the dates of the beginning and end of individual holidays must be notified pursuant to administrative rules circulated by the University to all members of academic personnel. In case of violation, the absence shall be considered as unauthorized absence.

26,2 An unauthorized absence for one week or more exposes the member of academic personnel to disciplinary measures which may lead to the termination of his contract

Article 27 : Annual Leave

27,1 Full time academic personnel are entitled to an annual leave, usually granted in summer; the University shall determine its timing pursuant to the program of classes.

27,2 The leave shall begin on the first day following the end of the spring academic season, and end two weeks prior to the beginning of the autumn academic season.

27,3 Members of academic personnel entrusted with administrative duties are entitled to one month vacation.

Article 28 : Seasonal Holidays and Feasts

The President of the University, after consulting with the University Council, has a discretionary authority to determine the national, religious and seasonal holidays during which lessons are suspended at the University; these holidays shall be announced at the time or pursuant to a previously announced annual program.

Article 29 : Sick Leave

- 29,1** Full time members of academic personnel are entitled to a sick leave of maximum two months, one month with full pay and one month with half pay for one academic year; such leaves are not accumulative or carried from one year to another.
- 29,2** The University may, at any time, request the beneficiary from a sick leave to prove his illness pursuant to a medical report issued by a doctor acceptable by the University, stating therein that he has examined the patient, describes his illness and the reasons for the complete rest and the time needed for recovery.
- 29,3** In all cases, the patient must notify the University of his illness on his first day of absence.
- 29,4** Part time members of academic personnel must compensate for the periods or hours of absence due to illness pursuant to a time table to be agreed upon with the head of the division; if the sick leave is for more than two weeks, the University may terminate the contract and appoint a replacement.
- 29,5** If the sick leave of a full timer exceeds two months, his contract shall be considered as suspended; the University Council shall look into the matter based on a report issued by the dean and supported by a medical report describing his condition, chances of recuperation and the time needed for recovery in order to decide on whether to appoint a temporary replacement or terminate the contract.

Article 30 : Maternity Leave

A full time female member of academic personnel is entitled to one month maternity leave with full pay provided that she notifies the

University of the expected date in accordance with the University Regulations for this purpose.

Article 31 : Marriage Leave

All members of academic personnel are entitled to a marriage leave of one week provided that they compensate later for the teaching hours in coordination with the head of the division.

Article 32 : Sudden and Compulsory Absence

In the event a member of academic personnel had to be absent for a sudden and compulsory reason for a maximum period of two days or more, he must notify the University immediately and compensate for the hours of absence in coordination with the head of the division.

Article 33 : Leave Without Pay and Emergency Leaves

33,1 The University does not grant leave without pay.

However, in emergency situations as may be assessed by the President of the University pursuant to the recommendation of the relevant dean, and in cases of force majeure, the absence of a member of academic personnel for reasons other than those stated in these Regulations may be considered as a leave without pay.

33,2 And exceptionally, after the lapse of three academic years, and for the development of academic abilities or scientific research, a member of the academic personnel may be granted a leave without pay for a maximum period of one academic semester based on the recommendation of the dean and the approval of the University Council.

Section Three : Miscellaneous Provisions

Article 34 : Developing Academic Abilities

34,1 The University shall endeavor to give qualified personnel the opportunity to develop their academic abilities. To achieve this, it may grant a member of the academic personnel in the rank of Professor or Associate Professor leave for specialization or scientific research within the following terms :

1. That the Professor or Associate Professor has spent six consecutive years in teaching and research in the rank of Assistant Professor and above or carried out scientific research which justifies giving him a leave for specialization or scientific research.
2. That the leave does not exceed one academic year.
3. That the beneficiary resumes his duties at the University for a period of at least three consecutive academic years; he may then apply again for a leave for one semester only. However, if he works for six consecutive years after his return, he may apply again for a leave of maximum one academic year only. To qualify for this leave, actual work periods shall be calculated only.

34,2 The request for leave shall be made in writing to the dean a year before its expected date. The applicant must detail the academic activities he intends to carry out and their contributions to the development of his teaching and research abilities, with special reference to the expected benefits on the programs of the University. He must also show the total cost such as salaries, travel allowances and others, and the financing source from outside the University, if any.

34,3 The dean shall look into the application submitted to him in light of the recommendation of the head of the division and the faculty council. If he accepts it, he shall then refer it to the University Council for further study, who in turn shall submit it to the President of the University with its recommendation for taking the final decision thereon. The Decision must specify the extent of salaries, benefits and travel expenses the applicant for the leave shall benefit from.

34,4 Upon his return he shall submit to the President of the University a detailed report on all his academic activities during the leave.

34,5 If the beneficiary defaults to return to the University at the end of his leave, or worked for a period less than the period he committed to, the contract shall be deemed as terminated at his own responsibility, and he shall be liable to repay all salaries and expenses incurred by the University, or a ratio thereof, to be calculated on the basis of the period of his work after the leave.

Article 35 : Work Outside the University

35,1 Full time members of academic personnel may request authorization to carry out work outside the University which may contribute to the development of their specialization, their teaching and research performance, or work in the public service provided that this work is not in conflict with the interests of the University, pursuant to the following conditions :

1. That the work requested is for board membership of public or private non-for-profit institutions, provided that it is gratis except for an allowance for attendance.

2. That the teaching is on interim basis and for one course per semester, in one of the higher learning institutions in Lebanon, and that the applicant fulfills all his obligations towards the University pursuant to these Regulations.
3. That the requested work does not require absence from the University for more than fifteen days in one semester.

35,2 The request shall be submitted to the dean who shall look into it pursuant to the following considerations :

- a. That the work outside the University contributes to the development of the applicant's specialization, and is in the field of teaching and research.
- b. That the applicant fulfills all his obligations towards the University.
- c. That the absence is within the limit stated in Clause Three above.

35,3 The request, together with the dean's recommendation, shall be submitted to the University Council for its study. The President of the University shall take the final decision on this matter and specify therein the date of the beginning and the end of the authorization; the Decision is not renewable automatically.

Article 36 : Grievances

36,1 A member of the academic personnel may submit a grievance whenever he believes the treatment accorded to him is in violation of his contract or of the policies and regulations of the University, or in the event new facts were revealed which may revoke or decrease the disciplinary measures taken against him.

- 36,2** The grievance shall be submitted to the President of the University who shall examine it. It is up to him to refer it to an ad hoc committee for its investigation and recommendations thereon. The Committee shall be composed of three members of the same rank of the grievant or higher. One of them to be appointed by the faculty council of the grievant, the second by the University Council, and the third shall be appointed by the President and shall serve as chairman of the committee.
- 36,3** The President of the University shall furnish the committee with information and documents relating to the case. The committee shall examine the case and submit its recommendations to the President within a month of the date of its appointment, who in turn shall submit it to the University Council for taking the appropriate decision.
- 36,4** The President of the University shall inform the person concerned and the committee of the decision within ten days of receiving the committee's recommendation; the decision shall be final and binding.

Chapter Six : Conclusive Provisions

Article 37 : Termination of the Contractual Relationship

- 37,1** Further to the reasons stated in these Regulations for terminating a contract, part timers contracts shall be considered as terminated or cancelled for absence of subject matter, in the event a teaching or research course is cancelled, and shall be considered as suspended if the number of registered students for the specific course was not enough as may be decided by the University. In this case the member of academic personnel may request the termination of the contract.

The contract may also be cancelled or terminated for the impossibility of its enforcement or for force majeure.

37,2 The contractual relationship shall also end when the member of academic personnel attains the age of sixty four. This relationship may continue if the interest of the University so requires, pursuant to the following terms and conditions :

- a. The contract shall be extended by a decision from the University Council, based on recommendation of its President.
- b. The decision shall be based on educational merits and the attestation of the academic faculties at the University.
- c. The extension shall be for a specific period renewable and determined by a decision of the University Council.

Article 38 : Subsequent Legislations

Any subsequent legislation granting members of academic personnel benefits, compensations or the like, and regulating their relationship with the University, partially or fully, shall definitely replace provisions on such matters in these Regulations and amend them pursuant to these legislations.

Article 39 : Amendment of these Regulations

39,1 These Regulations may be amended prior to the beginning of any academic year in the interest of the University, and in the event of the issuance of any legislation determining the relationship of the University with its academic personnel, in particular those stipulated for in Articles 24 and 37 of these Regulations.

39,2 Amendments shall be made pursuant to the Regulations in practice for drawing the University Regulations in general, and the Regulations covering the Academic Personnel in particular.

Article 40 : Enforceability of these Regulations

These Regulations shall be in effect as of the beginning of the academic year following the approval of the Decision by the Board of Trustees.

Appendices to Article Five

The University of Balamand

Renewal of Contract

Section One : General Information to be Submitted by the Dean

a. Name of Candidate

b. Present Rank

Since (day/month/year)

c. The highest degree he holds : Date : (day/month/year)

The Learning Institution :

d. Current Contract : From up to

e. Years of Experience before joining the University of Balamand

f. Years of Experience at Balamand University

g. Documents attached to this File :

- Material related to the curricula (please specify).....

- Students evaluation for the Past Year

- Additional Documents (please specify)

.....

Signature of the Dean

Date :

Signature of the Candidate.....

Date :

Section Two : Information Submitted by the Dean

The dean must submit a summary not to exceed one page evaluating therein the performance and duties of the candidate for the past three years, within the framework of the committees and his contribution in the implementation of the faculty goals, and other relevant information.

Section Three : Information Submitted by the Candidate

- a. Teaching performance and contributions to the service of the University

The candidate shall submit a summary of his educational production and quality of his teaching, stating therein the fields of research, creativity in teaching and a summary of the services offered to the division, the faculty and the University.

- b. The correlation between the work and the mission and goals of the University over a period of five years

The candidate shall submit a statement not to exceed one page expressing therein the extent his work is in harmony with the policy of the University and clarifies his future planning on all levels.

Section Four : Evaluation of Colleagues (to be sent to colleagues informed of the candidate's performance)

Greetings,

As the University is working on evaluating the member of the academic personnel and reviewing the terms of his contract, please use the space hereunder to state your personal evaluation of the candidate for the last years.

Starting from the interaction between you and the candidate, how do you evaluate his performance, his ability to cooperate with his colleagues, his participation in his division, faculty and University as a whole? Your evaluation is to be sent directly to the dean in a sealed envelope.