

# The Scheme: Variation of Academic Duties of the holders of joint academic posts

## Principles

1. The scheme embodies a commitment to maintaining and improving the principles and processes of the joint appointments system at Oxford.
2. The University and Colleges are committed to working together through the scheme to support academic staff to develop their careers fully, as well as to ensure the excellence of the student experience.
3. The scheme acknowledges the commitment of the University's Strategic Plan to the tutorial system as the cornerstone of undergraduate education at Oxford, "*in which senior academics provide general oversight of each undergraduate's educational development as well as providing the majority of his or her college teaching*". Senior academics other than those with joint appointments have a role to play; and it will be in the interests of all parties to try to meet reasonable requests for flexibility at the level of the individual academic, in order to recruit, retain, motivate, and develop high-calibre academics who will be committed to the collegiate University.
4. The scheme recognises that academic careers may have a range of arcs with different duties coming to the fore during different periods.
5. The purpose of the scheme is to establish a basis for agreeing fixed-length temporary variation of the balance of duties between the college and university parts of a joint appointment, to manage expectations, and to facilitate discussions between the relevant parties in individual cases (see [para. 21 on the role of the Advice and Oversight Group](#)).
6. The duties that may be varied under the scheme include teaching, postgraduate supervision, research (except research specified under an externally-funded contract), administration and committee roles, student admissions, and pastoral care and oversight. The duty to serve as a university examiner cannot be varied.
7. There is no expectation that successful application for research grants with or without elements towards salary will in itself lead to any formal Variation of Duties.
8. Variation of duties will typically require arrangements for substitute teaching which have the potential to provide valuable experience of teaching for suitably qualified and trained early career academics: the University and Colleges are committed to providing proper reward and career development for those providing substitute teaching, and this should be reflected in the arrangements that are made for teaching cover.
9. Variation of duties, including variation of teaching stint, can take place in either direction between University and Colleges.
10. Some arrangements for varied patterns of working fall outside this scheme; these include certain variations during the initial period of appointment, sabbatical leave, parental leave, arrangements in respect of disability, certain minor variations, teaching buy-outs in excess of the upper limit of the scheme (including those for assuming a significant administrative role)

or for distinguished external research fellowships, variations to accommodate work for a third party and not to the benefit of the academic purpose of the collegiate University, and arrangements that are intended to be permanent. For detailed information, [see paras. 23-29](#).

11. Variation of the Duties of an individual postholder will have no implications for the nature of the underlying joint appointment should it become vacant for refilling.

## **Arrangements for Variation of Duties**

### **Need for tripartite agreement**

12. There is no right to the Variation of Duties: variation is strictly subject to tripartite agreement in each case, between the individual, the University, and the College.

13. Arrangements for the Variation of Duties should balance the career aspirations of postholders with the needs of students: the guarantee of substitute provision of high quality is recognised as being crucial, and due attention should be paid (particularly in Colleges in the case of single-tutor subjects) to the importance of the long-term care of students, encompassing both what they do on a day-to-day basis, as well as oversight of their overall educational development.

14. The onus is on those suggesting a change or supporting a suggested change that would increase the duties owed to one employer:

- i. to explain why this change could not be accommodated by that employer without requiring any reduction of duties owed to the other employer;
- ii. to find a detailed solution acceptable to all parties; and
- iii. to demonstrate how the full range of the individual's current duties would be discharged effectively during the period of variation (in which context, a checklist of duties to review is included in the form for use in recording arrangements for variation – [see para. 20](#)).

15. To allow proper time for appropriate substitute arrangements to be put in place, and to allow also for due consideration of the effects that the proposed variation might have on the workloads of others or on their opportunity to seek variation, there should normally be a lead-time of two terms between requesting Variation of Duties and the time of its intended implementation. Requests should normally be made by the end of 2nd Week of the relevant term (e.g. 2nd Week of Hilary Term for variations proposed to commence in Michaelmas Term of the same calendar year). Earlier notice than this will often be helpful: notice of less than two terms could mean that either or both employers might not be able to consider the request.

### **Limits to the timing and amount of variation**

16. In order to preserve fair opportunities for all academics, and to produce variations which are acceptable to all sides, which are sustainable and affordable, and which do not produce unfair workloads for others, proposals for Variation of Duties should observe the following limits relating to timing, duration, and amount.

Under the scheme:

- (i) Variation of Duties will be considered only after the postholder has demonstrated that they have satisfactorily carried out the normal duties attaching to the post;
- (ii) Variation of Duties will be considered only after the postholder has held office for at least

five years (however, the University and College may exceptionally be prepared to consider earlier applications for variation);

(iii) in the case of academics whose initial period of office has been extended, meeting the requirements attaching to that extension must take priority in any consideration of that individual's duties;

(iv) a single period of Variation of Duties may not normally exceed three years;

(v) the reduction of duties should normally be capped at 50%;

(vi) exceptionally, consideration may be given to a proposed reduction greater than 50%, but only if it is taken over a period significantly shorter than three years to meet some defined need: consideration may also be given to a proposed variation for a period of up to three years with a pattern (to be agreed in advance) of varying amounts of reduction averaging to no more than 50% overall;

(vii) a limit should normally be applied to the total of all variation granted to an individual over their time in employment: every year with maximum variation of duties (50% reduction) should be balanced by at least two years having been worked to full duties in the joint appointment – the '2:1 principle' – (likewise, for a year with a 25% reduction there should be one year's full service, etc.).

It is the responsibility of the individual seeking variation to show how their request relates to the 2:1 principle. It has been agreed that reckoning for the purposes of the 2:1 principle will run from Michaelmas Term 2009: for other relevant information [see paras. 23-29](#).

In addition, the following considerations are important:

(viii) each proposal for variation should be considered in the context of forward planning in the subject area, not least in consultation within the College with any other tutors who may be affected either immediately or in respect of their plans for future years (though it would not be appropriate to offer such tutors a right of veto); such planning is intended to ensure fairness and sustainability in the subject, and it should not disadvantage applicants in single-tutor subjects;

(ix) in assessing a proposal for variation, especially if approval looks for any reason to be borderline, consideration may be given to the individual's history including matters such as, on the one hand, recent externally-funded research leave and, on the other, the individual's commitment to the common good in accepting administrative tasks either in the University or the College – the intention of the Scheme being always to seek fairness;

(x) in considering a proposal for Variation of Duties that would result in a considerable and extended reduction in some aspect of an individual's duties, careful thought should be given by all parties to the implications for the individual and for the University and College should the individual become unable to return successfully to normal duties after the period of variation.

### **Arrangements for making good the reduced service to one employer**

17. Every agreement for variation should specify to the satisfaction of all parties the arrangements for making good the reduction in service: this may, for instance, involve one employer's providing the other with teaching at no charge from a suitably trained and qualified teacher (for instance, an early career researcher, a CDF or college JRF, an APNTF, or an RSIV, whose substantive contracts might require them to do some teaching if asked), or it may involve one employer's providing financial compensation to the other, according to a set of standard buy-out rates (see [Provision of Cover and Associated Costs](#)).

18. Divisions/departments may, if they wish and subject to the rules of any external body funding the appointment, introduce for new research appointments and academic appointments at a level below the post of associate professor a requirement to undertake, if asked, a certain amount of teaching within the collegiate University (i.e. for the University

and/or for individual colleges) for no additional remuneration; if divisions/departments choose not to introduce such a requirement, such teaching would need to be separately remunerated.

19. Robust quality assurance should be put in place and specified in the agreement for variation in order to ensure that the arrangements for replacement teaching and/or tutorial provision ensure the maintenance of high standards in educational and pastoral support for students. Replacement teachers should receive appropriate induction and mentoring. In particular, arrangements for substitute teaching should observe the following recommendations of the new QAA Quality Code:

- Indicator 4 (B3)  
Higher education providers assure themselves that everyone involved in teaching or supporting student learning is appropriately qualified, supported and developed;
- Indicator 7 (B4)  
Higher education providers ensure staff who enable students to develop and achieve are appropriately qualified, competent, up-to-date and supported.

### **Advice and Oversight**

20. A [standard form](#) (serving as a checklist of the matters which should be addressed) is provided for recording each agreement for variation. In order to permit monitoring both of individual cases and of the scheme as a whole, a copy of the completed form must be deposited with the Division and the College. During the period of variation, the party responsible for ensuring the quality of any replacement teaching will provide, at least annually, brief routine reports for the divisional file on the adequacy of the replacement teaching and noting any changes that might be needed. At the end of the period of variation, one final report should be submitted by the individual who took the variation to both the College and the Department/Faculty and Division. The Faculty/Department, and the College will then write a jointly agreed report on the working of the arrangements that were put in place and on the outcomes for the individual and for anyone substantively employed to provide replacement teaching (a brief report will usually suffice). A full set of these reports, and of all documentation pertaining to the agreement, should always be maintained in one place (with the Division) on behalf of all parties. This documentation is to be jointly owned by, and easily accessible to, all parties to the agreement. (This does not preclude college offices maintaining an additional set of documentation.)

21. A small *Advice and Oversight Group* will have oversight of arrangements that are agreed across the University. This Group will consist of four members: one to represent divisional interests; one a representative of Education Committee with particular concern for teaching quality and the student experience; and two appointed by the Conference of Colleges to address senior tutorial and bursarial interests. The Group will be informed by periodic reviews of the jointly agreed records of variations which are held centrally on behalf of all parties in the Divisional Office. The Group will be neither a regulatory nor an appeal body, but it could, on request, offer advice and guidance on precedent, especially in circumstances where a particular request for variation proves to be problematic. The Group will provide an annual report to the Education and Personnel Committees of Council and to the Conference of Colleges. This will include a summary of the information from the completed forms as well as a note of emerging trends in the arrangements and of any causes for concern.

22. There will be reviews of the working of the scheme every three years under the aegis of the Education and Personnel Committees of Council and the Conference of Colleges.

## **Scope of the scheme**

### *23. Initial period of office*

Any modification to duties to suit the needs of a new appointee during part or all of their initial period of office should be explicitly agreed as part of their contractual arrangements: as such, unless specified otherwise in these contractual arrangements, these modifications are not part of the scheme, and time worked under such arrangements will count as time worked to full duties.

### *24. Sabbatical, parental leave, illness and disability*

Sabbatical leave taken as contractual entitlement, parental leave taken according to the University's agreed policy, and periods when duties are reduced or otherwise altered on account of illness or disability are outside the scheme: time taken under such arrangements counts as working to full duties, and access to such arrangements cannot be affected by an individual's having taken a period of Variation of Duties.

### *25. Minor variations of duty*

Periods involving minor variations not exceeding 25% of duties and not extending beyond two terms fall outside the scheme and are counted as working to full duties: this would include arrangements typically made to facilitate the taking on of tasks such as Chair of Examiners.

### *26. Teaching leave for major administrative duties*

Taking on certain university roles such as Chair of the Faculty Board or Head of Department typically requires a college teaching buyout more extensive in amount (perhaps a full buyout) or in duration (perhaps for five years) than is intended to be counted as a Variation of Duties. Such buyouts remain possible but lie outside the scheme. Such teaching leave is not counted as time taken with Variation of Duties, nor is it counted for the purposes of the Scheme as time working to full duties in the joint appointment. Similar considerations might arise in the reciprocal case when an individual takes on a major college office.

### *27. Prestigious external research fellowships*

Externally funded research fellowships that provide explicitly for a buy-out of teaching duties, such as a Leverhulme Fellowship, and which often involve a complete buy-out for several consecutive years, lie outside the scheme. Such leave is not counted as time taken with Variation of Duties, nor is it counted as time working to full duties in the joint appointment.

### *28. Work for third parties*

The scheme is intended to promote temporary variations affecting the balance of academic duties (teaching, research, and administration) owed by joint postholders under their contracts to University and College: any proposal to reduce the duties owed to either employer to accommodate work for a third party falls outside the scheme unless it is agreed that such external work is of benefit to the academic purpose of the collegiate University (as might apply, for example, to work for learned societies).

### *29. Permanent contractual changes*

Other proposals that are outside the scheme include changes that are intended to be permanent (whether they involve increased research, teaching or administration): arranging these could require the negotiation of a contract for a new type of post, in which case the University and College would necessarily consider the long-term replacement of lost duties.