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**Walailak University Regulation
On Guidelines on Employment, Performance Appraisal for
Employment Consideration and Employment Contract Termination of
Academic Staff Members, B.E. 2561
(as amended)**

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It is deemed appropriate to determine guidelines on employment, performance appraisal for employment consideration and employment contract termination of academic staff members to improve their suitability and motivate academic staff members to pursue higher degrees and develop more academic work to be granted higher academic positions.

By virtue of Section 16 (2) of the Walailak University Act, B.E. 2535 and resolution by the Personnel Management Committee in the meeting no. 2/2018 dated March 12, 2018 and resolution by the Walailak University Council in the meeting no. 3/2018 dated 12 May 2018, the University Council shall set forth as follows:

1. That this regulation shall be called “Walailak University Regulation on Guidelines on Employment, Performance Appraisal for Employment Consideration and Employment Contract Termination of Academic Staff Members, B.E. 2561”

2. This regulation shall take effect on the day following the announcement day onwards.

Other regulations, announcements, or orders conflicting or negating with this regulation shall be replaced by this regulation.

3. This regulation shall apply to the academic staff members recruited and appointed the day after this regulation is effective onwards.

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outside the university.**

Academic staff members recruited and appointed before this regulation takes effect shall be subject to the relevant regulations or announcements listed in No.4 and orders or provisions of the university which have been issued before enforcement of this regulation and relevant announcements or provisions issued after enforcement of this regulation.

4. The followings shall be repealed:

(1) No.10 of the Walailak university Regulation on Recruitment, Selection and Probation, B.E. 2535

(2) The Walailak university Announcement on Guidelines on Probationary Performance Appraisal of Academic Staff Members for Promotion to a Full-Time Employee Status, dated April 30, 2004.

(3) The Walailak university Announcement on Guideline on Probationary Performance Appraisal of Academic Staff Members for Promotion to a Full-Time Employee Status (Adjunct), dated April 17, 2005

(4) The Walailak university Announcement on Counting of Probation Period of Employees Taking Study Leave, dated August 15, 2005.

6. In this regulation,

“University”	meaning	“Walailak University”
“University Council”	meaning	“Walailak University Council”
“President”	meaning	“the president of Walailak University”
“Personnel Management Committee”	meaning	“A committee on personnel management of Walailak University”
“Section”	meaning	“Schools or other units going by different names but being equivalent in status with a school”.
“Academic staff member”	meaning	“Individuals appointed a university’s academic employee or individuals hired to perform academically”
“Academic position”	meaning	“Position of an Assistant Professor, Associate Professor, a Professor and a lecturer”

7. The president takes charge of this regulation and has authority to issue announcements and orders to properly carry out this regulation.

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In case any disruptions or issues arise as a result of following this regulation, final decisions shall be at the discretion of the Personnel Management Committee.

Part 1

Contract and period of employment

8.¹ individuals employed and appointed academic staff members must enter into a contract required by the university detailed as follows:

8.1 Two cases apply for the Academic staff members with a Master's degree or the equivalents:

8.1.1 A leave of a PhD program study:

(1) Employment contract 1 is valid for a maximum of 2 years under the condition that academic staffs must be able to find research universities to pursue a PhD study either overseas or in Thailand within this contract's validity period. In case the academic staffs are unable to find the aforementioned institutions for a PhD study, the contract shall be terminated.

(2) Employment Contract 2 is valid for a maximum of 3 years or to the extent NOT exceeding that of scholarship periods as specified by the grant sources or periods of the specialist diploma programs for a PhD study or specialist diploma trainings on a case-by-case basis. The contract's validity period for a Master's and PhD study is a maximum of 5 years.

In case the academic staff member does not complete his/her study within such timeframe and wishes to request for an extension, the academic staff member shall proceed as specified in the Walailak University Announcement on Leave of Absence for a PhD study, Study Period Extension and Study Termination, B.E. 2562 or the amended version.

(3) Employment Contract 3 after completion of a PhD study is valid for a maximum of 3 years on the following conditions: Over the period in which Employment Contract 1 is valid, an academic staff member 1) scores of 80 or higher on the performance appraisal 2) is granted a position of an Assistant Professor. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral

^๑ No ๘ amended by the Walailak University Regulation on Guidelines on Employment, Performance Appraisal for Employment Consideration and Employment Contract Termination of Academic Staff Members (๓), B.E. ๒๕๖๓ พ.ศ. ๒๕๖๓, dated March ๖, ๒๐๒๐

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for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.

(4) Employment Contract 4 after having been granted an Assistant Professor position is valid for a maximum of 5 years. Over the period in which this employment contract is valid, the academic staff member must be granted an Associate Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.

(5) Employment Contract 5 signed after having been granted an Associate Professor position is valid for a maximum of 8 years. Over the period in which this employment contract is valid, the academic staff member must be granted a Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.

(6) Employment Contract 6 signed after having been granted a Professor position shall remain valid until an academic staff member reaches his/her retirement. Over the period in which this employment contract is valid, the academic staff member is subject to performance appraisal every five year and the scores received in each fiscal year must not be below a Very Good level (80 scores) to pass the performance appraisal. Failing to pass the performance appraisal shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. Moreover, obtaining less than 80 scores (Lower than a Very good level) on the performance appraisal over the period in which the staff member is under merit increase deferral penalty in each fiscal year will result in termination of employment contract.

8.1.2 In case of not pursuing a PhD degree

(1) Employment Contract 1 is valid for a maximum of 4 years under the following conditions: an academic staff member 1) needs to obtain 80 scores or higher on the performance appraisal 2) under this contract, is granted a position of an Assistant Professor. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.

(2) Employment contract 2 after having been granted an Assistant Professor position is valid for a maximum of 5 years. Under this contract, the academic staff member must be granted an Associate Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.

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(3) Employment contract 3 signed after having been granted an Associate Professor position is valid for a maximum of 8 years. Under this contract, the academic staff member must be granted a Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.

(4) Employment Contract 4 signed after having been granted a Professor position shall remain valid until an academic staff member reaches his/her retirement. Under this contract, the academic staff member is subject to performance appraisal every five year and the scores received in each fiscal year must not be below a Very Good level (80 scores) to pass the performance appraisal. Failing to pass the performance appraisal shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. Moreover, obtaining less than 80 scores (Lower than a Very good level) on the performance appraisal over the period in which the staff member is under merit increase deferral penalty in each fiscal year will result in termination of employment contract.

8.2 Academic staff members with a PhD degree

(1) Employment contract 1 is valid for a maximum of 1 year under the condition that the academic staff member obtains scores of 80 or higher on the performance appraisal.

(2) Employment contract 2 is valid for a maximum of 2 years. Under this contract, the academic staff member must be granted an Assistant Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated

(3) Employment contract 3 signed after having been granted an Assistant Professor position is valid for a maximum of 5 years. Under this contract, the academic staff member must be granted an Associate Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated

(4) Employment contract 4 signed after having been granted an Associate Professor position is valid for a maximum of 8 years. Under this contract, the academic staff member must be granted a Professor position. Failing to be appointed to such position shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. After such period, the employment contract will be terminated.

(5) Employment Contract 5 signed after having been granted a Professor position shall remain valid until an academic staff member reaches his/her retirement. Under this contract, the academic staff member is subject to performance appraisal every

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five year and the scores received in each fiscal year must not be below a Very Good level (80 scores) to pass the performance appraisal. Failing to pass the performance appraisal shall earn the staff member a penalty of merit increase deferral for a maximum of 2 fiscal years. Moreover, obtaining less than 80 scores (Lower than a Very good level) on the performance appraisal over the period in which the staff member is under merit increase deferral penalty in each fiscal year will result in termination of employment contract.

8.3 In case any academic staff members have been appointed to academic positions under other employment contracts, a new employment contract shall be made stating the employment period which starts after having been granted that particular academic position.

8.4 In case the president has resolved that any academic staff members have the potential for academic position appointment before completing the employment term specified in No. 8.1 and 8.2, or in consultation with the Academic Position Appointment Committee, any academic staff members are required to make improvement or adjustment in any areas, the president has authority to determine conditions of the request for academic position appointment, improvement and adjustments or any other conditions in the university's interest as deemed appropriate.

8.5 In case the consideration for an academic staff member's appointment to Assistant Professor, Associate Professor, Professor positions is pending but his/her employment contract has reached its specified term, if the said academic staff member obtains the performance appraisal results as required by the university, the annual merit increase deferral shall apply until the pending academic position appointment results are announced.

8.6 In case where it is of absolute necessity, the president in consultation with the Academic Council may grant an employment term extension to the academic staff member in order that he/she can submit a request for academic position appointment for a maximum of 2 times, each of which cannot exceed a 1-year period. In addition, during the extended employment, if the academic staff member obtains the performance appraisal results as required by the university, the annual merit increase deferral shall apply until the pending academic position appointment results are announced.

9. In case an academic staff member is appointed to academic administration positions ranging from a dean to higher ranks, the period in which he/she assumes such positions shall not be added to his/her employment term. After completing the academic administration position's term, the academic staff member will continue working under the employment contract during which the academic staff member is assigned to the academic administration position.

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In case of academic administration positions of a deputy dean or lower ranks, the period in which an academic staff member assumes such positions shall be added to his/her employment term as specified in No. 8.1 or 8.2 as the case may be. Academic workload standard -related responsibilities shall be determined based on the workload proportions set by the university.

Part 2

Performance appraisal for employment consideration

10. When an academic staff member almost completed his/her service in according with the employment terms in No.7, there shall be performance appraisal conducted for employment consideration. The following appraisal criteria is as set out below:

- (1) Results of teaching evaluation in all the courses taught
- (2) Perform his/her duty as required by the academic workload standard set by the university
- (3) Results of annual performance appraisal throughout the employment period
- (4) Maintenance of moral and ethical standards both as a respectable university employee and scholar or researcher as required by academic or professional organizations
- (5) Participation in workshops or trainings in different programs as required by the university.

In case of failure to obtain the passing results in any of the stated components set forth by the university, the university has authority to terminate employment before the academic staff member's term completion, or to deny contract renewal.

The criteria and form for performance appraisal for employment consideration shall be as determined by the university.

11. Appraisal for employment consideration for the academic staff members on leave of absence for study shall be principally based on academic performances and conducts demonstrated over the educational leave period.

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12. The president shall appoint an appraisal committee for employment consideration as set out below:

(1) the president or the assigned-Vice President	Committee chairman
(2) Dean of School to which the academic staff member reports	Committee
(3) Head of program or, in case of no Head of program, 1 coordinator of program/ course	Committee
(4) a maximum of 2 Internal expert	Committee
(5) Head of Division of Human Resources and Organization or an assigned general administration staff member	Secretary

13. The appraisal for employment consideration has to be completed no less than 2 months before the end of the employment term.

In case where it is necessary, the appraisal committee for employment consideration can request the president for approval for an appraisal extension for a maximum of 1 month starting from the date on which the employment contract ends.

During the extension, an academic staff member shall continue his/her duty for as long as warranted by the extension. Passing the appraisal, the academic staff member shall enter into a new employment contract off which the start date is the day after that on which the previous contract has ended.

14. the Division of Human Resources and Organization proceeds to notify an academic staff member of the resolution calling for employment termination or cessation in writing no less than 30 days in advance.

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Part 3 Termination of an employment contract

15. In addition to termination of an employment contract as determined in this announcement, contracts of academic staff members can also be ended under the following circumstances:

- 1) End of employment term specified in the employment contract
- 2) Approved resignation
- 3) Decease
- 4) The employment contract is ended at the instigation of either the university or the academic staff member and one party gives the other at least a 3 months' notice.
- 5) Leave the position in accordance with No.47 of the Walailak University Regulation on Personnel Management, B.E. 2535 or other amended versions.

16. The university may terminate its academic staff member's employment contract before the specified date of term completion under the following circumstances:

- 1) Fail the performance appraisal
- 2) Serious misconducts
- 3) Unjustifiable abandonment of duties
- 4) Receive an imprisonment sentence, except for an offense committed by negligence or petty offenses. It shall be in accordance with the regulation and guidelines which the university imposes on university employees by mutatis mutandis.
- 5) A licensed doctor or a doctor approved by the university has examined and concluded that the academic staff member lacks fitness to duty.
- 6) Receive employment termination or dismissal orders

Whether the academic staff member will receive or not receive compensation due to termination of an employment contract at an instigation of the university as stated in Paragraph one shall be as determined by the university regulation.

Announced on May 31, 2018

(sign)
Professor Dr. Wichit Srisa-an,
(Chairman of Walailak University Council)

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Division of Human Resources and Organization

February 17, 2021

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