

## **5.0 PERSONNEL**

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## 5.10 Staffing Philosophy and Goals

The Board of Trustees recognises that a dynamic and efficient staff, dedicated to education, is necessary to maintain a constantly improving educational programme.

The Board of Trustees is committed to providing a highly competent, well-trained staff, able to fit each discipline and area of responsibility into a balanced, well-run school programme.

Duties of school employees shall be outlined by the Head of School and/or his/her designate and approved by the Board of Trustees and arrangements shall be made for the regular evaluation of all staff. The Board of Trustees' specific personnel goals are:

1. To ensure that the School Administration has an evaluation programme in place that will contribute to the improvement of staff performance.
2. To maintain a staff compensation programme that will attract and retain the best employees.
3. To provide the financial resources, as circumstances allow, for suitable in-service programmes for employees.
4. To support the School Administration in the recruitment, selection and hiring of highly qualified people to staff the School.
5. To use staff talent as effectively and economically as possible, for the benefit of the total school programme.

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### **5.10.1 Equal Opportunity Employment**

It is the Policy of the Board of Trustees that no individual shall be denied the benefits and dignity associated with being a member of the school community on the basis of race, colour, creed, ethnic or national origin, religion, religious belief or other similar belief, disability, age, marital status, sexual orientation, gender re-assignment. This includes employment, retention, promotion, benefits, and opportunities for training and after employment has ended if an issue arises that is closely connected to, or arises from, that employment.

It is also specifically prohibited to instruct, persuade, pressure, or attempt to instruct, persuade or pressure any other person to act in breach of the spirit or the letter of this policy.

A commitment to equal opportunities encourages all individuals to be treated on merit and should allow individuals to develop their skills and abilities which will benefit the School and ensure its success. No policy can cover every possible situation and this Policy should be viewed as setting out guidance.

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### 5.10.2 Harassment at Work

The Board of Trustees is committed to providing a working environment that is free from hostility and harassment. All employees must recognise that each person has the right to work free from harassment in an environment that respects that right to dignity at work.

The Board of Trustees will not tolerate any form of harassment, which can involve persistent conduct, or behaviour that continues after an individual states that he or she wants it to stop. A single incident can also constitute harassment if it is sufficiently serious. Harassment can be deliberate or sub-conscious, overt or concealed.

It is possible that, in certain circumstances, colleagues as well as supervisors, parents or pupils could be perpetrators or recipients of harassment.

Harassment can take many forms, from relatively mild banter to actual physical violence. For the purposes of this policy, harassment can be defined as unwanted behaviours that a person finds intimidating, embarrassing, humiliating, distressing or offensive or that creates a hostile, offensive or degrading environment for that person.

Examples of harassment include:

- Inappropriate physical contact;
- jokes, offensive language, gossip, slander, sectarian songs and letters;
- demeaning posters, graffiti, obscene gestures, flags and emblems;
- isolation or non-co-operation at work;
- coercion for sexual favours;
- pressure to participate in political or religious groups;
- intrusion by pestering, spying or stalking;
- bullying;
- persistent unwelcome contact

This list is not exhaustive. It is not the intention of the perpetrator that is the key in deciding whether harassment has occurred, but whether the behaviour is unacceptable to the recipient.

If an employee lodges an harassment at work grievance, the School's grievance policy will be followed.

CROSS REFERENCE:        5.20.8 Staff Complaints and Grievances

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## **5.20 Policies Pertaining to All Staff Members**

### **5.20.1 Safe Recruiting Policy**

The International School Aberdeen is committed to safeguarding the welfare of its students. Our recruitment policies and practices are robust and contain the necessary measures to ensure that all adults who are working in the School, both employed and voluntary, have been properly screened through Disclosure Scotland, by proof of identification and references. Teaching staff are stringently vetted through written and verbal references.

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### 5.20.2 Disclosure Scotland Protection of Vulnerable Groups (PVG) Scheme

The Disclosure Scotland PVG Scheme is authorised through The Protection of Vulnerable Groups (Scotland) Act 2007. It is designed to help employers make safer recruitment and appointment decisions. Widening access to criminal record information is intended to provide employers with additional information to determine whether the past behaviour of an individual suggests that they are unsuitable for a particular position. The information provided through Disclosure Scotland is complementary to normal recruitment practices including rigorous professional and character reference checks.

The ISA recognises the benefit of the Disclosure Scotland PVG Scheme as an additional tool to help ensure the safety of our students and all of the ISA Community.

Undertaking a PVG Membership application should only proceed once the selection process has been finalised and the School wishes to make an appointment, but prior to the individual commencing employment.

Disclosure Scotland PVG Membership information will only be shared with the ISA personnel who are authorised to see it in the course of their duties. Where additional Disclosure Scotland PVG Membership information is provided to the School, this will only be discussed with the applicant should the Disclosure information have a material impact on the outcome of the recruitment process.

ISA will comply with the Code of Practice governing the use of all information issued through the Disclosure Scotland Scheme.

CROSS REFERENCE:      5.20.2.1 Recruitment of Ex-Offenders  
                                 11.20.2 Recruitment and Checking of Future Staff and Volunteers  
                                 11.20.3 Level of Criminal Record (Disclosure) Checks  
                                 11.20.4 Retrospective Checking of Current Staff and Volunteers  
                                 Section 11 Appendix 1 Managing Disclosure Information  
                                 Section 11 Appendix 2 Statement on Recruitment of Ex-Offenders

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### 5.20.2.1 Recruitment of Ex-Offenders

ISA complies with the Code of Practice, issued in connection with the use of information by Disclosure Scotland under Part V of the Police Act 1997 and Part 2 of the Protection of Vulnerable Groups (Scotland) Act 2007 Remedial Order 2015, for the purposes of assessing applicants' suitability for positions of trust. Where a Disclosure is deemed necessary for a post or position, this will be stated in the advertising and recruiting materials released about the position.

All applicants selected for interview will be encouraged to provide details of their criminal record at an early stage in the application process. In turn, ISA undertakes to have open and measured discussions with an applicant on the subject of any offences or other matters that might be considered relevant for the position concerned. Failure to reveal information by the applicant that is directly relevant to the position sought could lead to the withdrawal of an offer of employment.

Having a criminal record will not necessarily disbar an individual from working at ISA; this will be dependent on the nature of the position, together with the circumstances and background of the offences.

CROSS REFERENCE:       Section 11 Appendix 2 Statement on Recruitment of Ex-Offenders

### **5.20.3 Personnel Records**

Personnel files are maintained in the Head of School's and/or his/her designate's office. The records will be available only for official use by the Head of School and/or his/ her designate, or for inspection by accrediting or other agencies (with prior authorisation from the Head of School and/or his/her designate or under legal subpoena).

The employee will have full access to his or her own records by making a written request to the Head of School and/or his/her designate. ISA will hold these documents in compliance with UK and EU law regarding data protection.

#### **5.20.4 Staff Involvement in Decision-Making**

The Board of Trustees believes that a school functions best when there is a continual exchange of ideas and pertinent information amongst all groups within the school system. Positive attitudes and morale amongst staff are enhanced when each person is assured that his or her voice is willingly heard.

Therefore, the Board of Trustees, the Head of School and/or his/her designate, and the Principals will seek to involve staff as major decisions are made and will establish channels for the hearing of viewpoints of individual staff members and groups. Elected teacher representatives and the ISA Administration are two groups that will be utilised in this process.

The ISA teaching staff will select members to liaise with the Administration and Board of Trustees.

It is expected that employees, members of the faculty, and other staff members will present their ideas and concerns through established channels.

**5.20.5 Use of Tobacco on Campus**

ISA prohibits the use of tobacco, e-cigarettes or vaping on campus.

CROSS REFERENCE:       7.50.7 Teaching about Drugs, Alcohol and Other Drugs  
                              8.40.2.4 Controlled Substances Policy - Tobacco



### **5.20.7 Medical Screening of Staff**

All staff are requested to inform the School Nurse of any medical condition that could cause disruption in the performance of any of their duties at ISA. This information is requested in the knowledge that, under UK and EU legislation, staff are not required to disclose their medical history. ISA maintains a healthy living programme that encourages staff to monitor their health and also provides confidential health information from the School Nurse or external professionals, if required.

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### 5.20.8 Staff Complaints and Grievances

In cases where the Employee has a grievance, problem or query involving work, working conditions, or the interpretation of the Personnel Policies, the following procedure is to be followed:

- Step 1:** If the Employee has a grievance the first step towards resolving it will normally be by the Employee speaking to his/her line manager or the Head of School and/or his/her designate about it. That person will respond to the Employee about the issue as soon as is reasonable, according to the circumstances. Normally this will be within five (5) working days and will be a verbal response.
- Step 2:** If satisfaction is not reached at Step 1 above, the aggrieved Employee should state the problem in writing to the Head of School and/or his/her designate. The Head of School and/or his/her designate in turn, shall hold a meeting with the aggrieved and state his/her opinion in writing within ten (10) school days following the meeting.
- Step 3:** If satisfaction is not reached at Step 2 above, the aggrieved may forward the complaint in writing to the Chair of the Board of Trustees with a copy to the Head of School and/or his/her designate. The Board Chair may provide opportunity for a hearing at the next Meeting of the Board of Trustees or by a group of no less than four (4) Members of the Board of Trustees and will state the Board's opinion in writing within ten (10) school days following the meeting.

In any case where the issue raised by the Employee concerns unlawful or harassing behaviour by his/her line supervisor, the Employee should raise the issue directly with the Head of School or the Board Chair.

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### 5.20.9 Disciplinary and Dismissal Policy and Procedures

This Disciplinary and Dismissal Policy and Procedures apply to all Employees. It provides for warnings to be given for failure to meet the School's standards of job performance, conduct (whether during working hours or not) and attendance or for breach of any of the terms and conditions of employment. The Policy is non-contractual and the Board of Trustees reserves the right to alter or withdraw it at any time. The Policy and Procedure is not intended to create rights beyond the School's statutory obligations.

One of the purposes of this Policy is to help and encourage employees to achieve and maintain standards of conduct and capability required by the School. The Appendix of this Policy outlines the action that will be taken when those standards are not met.

The School recognises the importance of attempting to resolve issues informally and will attempt to do so, when this is practicable. This Policy includes procedures that are designed to aid this.

The Head of School and/or his/her designate has overall responsibility for ensuring the consistent application of this Policy and Procedure.

The following is a non-exhaustive list of offences or other concerns, which, if committed, will normally lead to formal disciplinary action being taken. The type of action that will be taken will be decided in accordance with individual circumstances, including the seriousness of the conduct and whether it is a first occurrence.

Offences may be minor, serious or gross.

The following is a non-exhaustive list of examples of **minor offences**:

- Minor carelessness, negligence or incompetence in performing normal duties;
- Minor damage to, or unauthorised use of, the School property;
- A single act of unauthorised leaving of the workplace, or failure to attend work without reasonable excuse;
- Minor absenteeism/poor timekeeping;
- Failing to notify the School on any day of sickness.

The following is a non-exhaustive list of examples of **serious offences**:

- Persistent carelessness, negligence or incompetence in performing normal duties;
- Persistent lateness or absenteeism;
- Persistent work error;
- Failure to carry out lawful, reasonable and safe instructions from an appropriate manager;
- Failure to respond adequately to previous warnings;
- Rudeness (which may, if sufficiently serious, amount to gross misconduct);
- Bullying;
- Careless disregard of the School's rules or a breach of the School's policies and procedures.

The following is a non-exhaustive list of examples of **gross offences**:

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- Unlawful or inappropriate and/or improper conduct towards or relating to, a pupil, child or other vulnerable person;
  - An Employee's wilful refusal or failure to carry out the reasonable instructions of his or her employer;
  - Serious breaches of security or confidentiality, including misuse or disclosure of confidential information;
  - Unauthorised possession, copying, alteration, destruction or retention of the School's records;
  - Serious breaches of safety rules which endanger the life and safety of others;
  - Conduct likely to bring the School into disrepute, including abusive language, violent behaviour, fighting, threatening violence, immoral or obscene conduct whether within or outside the School;
  - Physical assault on persons carried out on the School's premises or whilst engaged on the School's business;
  - Excessive or inappropriate use of foul or abusive language or threats;
  - Negligence or incompetence causing or likely to cause unacceptable loss, damage or injury;
  - Theft, fraud, damage or unauthorised possession of property belonging to the School;
  - Disorderly conduct, including being under the influence of substances such as alcohol or drugs; being in possession of unauthorised substances or misusing them;
  - Conviction of a criminal offence considered potentially damaging to the School, or preventing the individual from performing his/her work;
  - Fundamental breach of the contract of employment;
  - Any act of unlawful discrimination including race, sex, gender, marital status, sexual orientation, religion, or belief or disability against any person;
  - Any act or behaviour constituting any form of unlawful harassment or victimisation, including harassment or victimisation on the grounds of race, sex, gender, marital status, disability, sexual orientation, religion or belief;
  - Serious or persistent bullying;
  - Knowingly breaching legislation, including the Data Protection Act, Employment Rights Act, or any other legislation governing the operations of the School's business;
  - Misrepresentation or falsification of any sort, including but not restricted to those related to qualifications, the School's records, records relating to pupils, including those related to assessments and examinations, employment applications or recruitment information and expenses claims;
  - Deliberate interference with the School's operations, work or service;
  - Unauthorised use of the School's telephone, internet and e-mail connections including (but not limited to) accessing or sending pornographic or other inappropriate material.

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### **5.20.10 Sanctions For Misconduct**

This section sets out the sanctions that will be applied if it is believed that an employee has committed an act of misconduct. The range of possible outcomes below should not be regarded as cumulative in all the circumstances. The School reserves the right to omit any stage if it considers that is appropriate to the individual circumstances. Except for instances of gross misconduct employees will not be dismissed for a first act of misconduct.

#### **Informal Stage**

If the Employer does not consider it necessary to resort to the formal warning procedure, the Employee's line manager (or suitable colleague) will discuss the issue with the Employee and (where appropriate) suggest areas for improvement. If appropriate, the Employee will be offered extra training and/or counselling. The Employee will be informed that no formal disciplinary action is to be taken.

#### **Formal Disciplinary Procedure**

##### **Stage 1 – Formal Oral Warning**

For the first instance of minor misconduct or unsatisfactory performance a formal oral warning will be given to the Employee. The Employee will be told the reason for the warning and what action he/she needs to take to reach a standard of conduct that is acceptable to the Head of School and/or his/her designate. If appropriate, the Employee will be offered extra training and/or counselling and given a time limit for improvement.

A record of the formal oral warning will be kept in the Employee's personnel file for 6 months, after which time it will expire.

##### **Stage 2 – Written Warning**

For certain first instances of serious misconduct or unsatisfactory performance or repeated instances of minor misconduct or where the employee has failed to respond satisfactorily to earlier warnings, a written warning will be given to him/her. The Employee will be told the reason for the warning and what action he/she needs to take to reach a standard of conduct that is acceptable to the Head of School and/or his/her designate. If appropriate, he/she will be offered extra training and/or counselling and given a time limit for improvement.

A record of the formal written warning will be kept in the Employee's personnel file for 1 year after which time it will expire.

##### **Stage 3 – Final Written Warning**

Where the severity of serious misconduct merits it or where the Employee has failed to respond satisfactorily to earlier warnings, he/she will receive a final written warning.

The Employee will be told the reason for the warning and what action he/she needs to take to reach a standard of conduct that is acceptable to the Head of School or his/her designate. The Employee will also be told that he/she will be dismissed if that standard is not achieved or if there is further misconduct. If appropriate, the Employee will be offered extra training and/or counselling and given a time limit for improvement.

A record of the final written warning will be kept in the Employee's personnel file for 2 years, after which time it shall expire.

**Stage Four – Dismissal**

Dismissal can only be authorised by the Head of School and/or his/her designate. As an alternative to dismissal the Head of School and/or his/her designate may, if felt appropriate, consider other disciplinary sanctions including (but not limited to) transferring the Employee to another post, a period of suspension without pay, demotion or reduction in salary.

**5.20.11 Appeal Procedure**

If the Employee is dissatisfied with the outcome of any stage of the Formal Disciplinary Procedure, the Employee may appeal by contacting the Board Chair in writing or verbally within five (5) working days or as soon as practicable. The Board Chair may provide opportunity for a hearing at the next Meeting of the Board of Trustees or by a group of no less than four (4) Members of the Board of Trustees and will state the Board of Trustees' opinion in writing within ten (10) school days following the meeting. The Board of Trustees' decision is final.

CROSS REFERENCE:        5.30.6 Force Majeure or "Evacuation for Cause"

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### 5.20.12 Staff Member Reporting Student Abuse or Neglect

The School believes that every child has the right to be protected from harm, including all kinds of abuse. Each child, if harmed, has the right to treatment and support. All adults in the community have an obligation and the responsibility to ensure that children are protected from abuse.

The School recognises it has a responsibility to act in a case of suspected child abuse.

In this policy, child abuse is understood to include physical and/or emotional abuse, neglect and/or sexual abuse.

Teachers and other school personnel should be trained to recognise and be ready to deal confidentially and appropriately with cases of suspected child abuse. The adult should engage the Counsellor who is trained in these matters.

In such cases, the Head of School and/or his/her designate will consider the circumstances with, as necessary, other staff that might include the following:

- Homeroom Teacher, Counsellor, Resource Teacher, School Nurse.
- A written report will record the facts leading to reasonable cause for believed/suspected abuse.
- In all cases, the School will take into consideration the national, cultural and religious backgrounds of the School's parent community, UK and EU law.
- The School will take any action required by UK and EU law in connection with cases of child abuse.

CROSS REFERENCE: 11.0 Child Protection Policy

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### 5.20.13 Technology Acceptable Use Policy (AUP) for Faculty and Staff

Computer, Network, Internet & Electronic communication

ISA believes that it is important for all faculty and staff to have access to information technology resources to be able to discharge their respective duties. The School expects all of its electronic and computer facilities to be used in an effective and professional manner, and encourages all employees to develop the skills necessary to do so. Internet access and other online services available to faculty and staff offer a multitude of internal and external resources that are intended to be used for educational and professional purposes in accordance with the Mission Statement of the International School Aberdeen. The goal in providing these services is to enhance the educational development of our students and facilitate the smooth operation of the School. All those who use the information technology resources at ISA must comply with the written policies covering their use as well as the spirit and intent of those policies.

Acceptable uses of technology are those devoted to activities that support teaching and learning, or the effective running of the School. Faculty and staff should know that the network and technology devices are the property of the International School Aberdeen and, as such, should not be considered private. All school network use is monitored and all Internet usage is filtered and monitored.

The Technology Acceptable Use Policy applies to both the use of technology resources whilst at work, as well as when using ISA technology and online systems whilst at home or otherwise away from campus.

#### Appropriate Use

Appropriate use of the network & computing facilities include those uses that support:

- Instruction
- Independent Study
- Research
- Career or Professional-Development Activities
- Official Work of the Offices and Departments of ISA

Personal use by faculty and staff is allowed as long as it does not interfere with the educational or operational processes, is not illegal, and is not considered Inappropriate Use as defined below.

#### Inappropriate Use

There are unacceptable uses of the ISA technology facilities and network. Examples of inappropriate activities include, but are not limited to:

- Non-School Commercial Use
- Damaging, Obstructing or Disrupting Computing Facilities
  - Mistreatment of physical hardware is prohibited;
  - Any activity that intentionally obstructs or hinders network traffic, network resources, or desktop security is prohibited;
  - Allowing malware to be introduced onto ISA systems. If you suspect an infection, please inform the Technology Department immediately.
- Unauthorised Accessing the Files of Others
  - Any attempt to access the files of another individual is strictly not allowed. This includes attempting to log in through another person's account or accessing another

person's 'private' files. These actions are illegal. It is recognised that colleagues often need to share work. There are shared directories for this purpose, and staff are encouraged to use these shared locations when they want to share non-private files with others.

- Access, review, upload, download, store, print, post, or distribution of:
  - Pornographic, obscene or sexually explicit material;
  - Obscene, abusive, profane, sexist, racist, threatening, disrespectful or sexually explicit language;
  - Materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
  - Materials that infringe copyright laws.
- Etiquette
  - Activities covered under computing and network etiquette include viewing, sending or displaying abusive/offensive messages or pictures, or wasting technology resources such as file server disk space, Internet bandwidth or printing facilities.

### **Filtering**

The School's Internet connection is filtered using a variety of technologies to ensure a safe online experience for all users, and especially our student users. Staff and faculty should be aware that all Internet activity while using the School's Internet connection is monitored and logged.

### **Privacy**

The information systems of ISA and the files that reside on the computers are the property of ISA. Therefore, faculty and staff should have only a limited expectation of privacy within the network. The School has the right to examine all data stored on computers, servers or other technology devices that are the property of the School to ensure that users are in compliance with the technology acceptable use policy.

### **Email**

The School will provide employees with at least one ISA email account. Employees are expected to regularly check their account and keep their email application(s) in productive working order.

Employees should adhere to the following guidelines for email communication from their ISA accounts:

- Email communication should reflect the highest professional standards at all times;
- Never email anything that you would not be comfortable writing in a letter or saying face-to-face;
- Email messages should be treated as non-confidential;
- Take care in opening attachments to emails, especially if they come from an unknown source;
- Do not send messages in the School's name unless it is work-related. Personal/private messages should come from a personal email account.

It should be noted that email is insecure and may be read by authorised information system management personnel when deemed necessary by the Head of School or by local or federal officials in any investigation concerning or relating to any illegal activities conducted using a school system.

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### Software Guidelines

Software may be purchased from specific curriculum budgets or the School's technology budget. Before purchasing software, staff should consult with the IT Network Manager. This helps to avoid duplication, allows the School to order in the most economical way, allows for purchasing of interdisciplinary pieces of software, and ensures that the software purchased will be compatible with the hardware, network, and security programs in place.

In order to prevent conflicts with software, as well as to comply with software copyright laws, all software on ISA computers must be installed under the following conditions:

- the software is appropriately licensed by the Technology Department or, in some cases, an individual employee;
- the Technology Department has given approval for installation;
- the Technology Department has been given enough advance notice to allow for testing compatibility and installation of the new software.

In most instances, the installation of software should be carried out by a member of the Technology Department.

### Web Publishing Guidelines

If you are considering posting to the Web yourself, or having students post to the Web, you should use the following guidelines:

- Any material posted for the global community should reflect the high educational standard of The International School Aberdeen;
- All published pages and corresponding links stored on school department servers must be related to the School's educational goals and objectives or related to school-sponsored activities;
- Individual teachers should review students' material before publication. The quality and completeness of any published work should be such that both student and teacher are proud that it can reach a global audience;
- Teachers are encouraged to have colleagues review classroom projects or individual student work before being published on the Web;
- Follow the guidance for the use of student images and identifying data:
  - Pictures that include the faces of students should not be posted if parents have requested that they not be posted (opt-out part of admissions documentation);
  - No full names of students;
  - No contact information (home addresses, email addresses, phone numbers) of students.

### Social Networking Guidelines

The decision to use online social networking for personal use is at the employee's discretion. These guidelines are for employees engaging in social networking for personal use.

- When using your personal social networking sites, refrain from fraternisation with students;
- Ensure that social networking postings are appropriate for the public;
- Weigh whether a posting will put your effectiveness as an employee at risk;
- Use caution with regard to exaggeration, profanity, guesswork, copyrighted materials, legal conclusions and derogatory comments;
- Ensure compliance with data privacy laws and ISA policies. Employees will be held responsible for inappropriate disclosure, whether purposeful or inadvertent;

- 
- Respect your colleagues and students. Do not discuss students, their families, or colleagues;
  - Student images obtained from your employment with the School should not be included on personal social networking sites;
  - If the public may consider your statements to be made in your capacity as an ISA employee, you should include in your posting a disclaimer to the effect of “this posting is my own and does not represent the view of The International School Aberdeen”;
  - Social media identifications, login identifications, and user names must not contain the ISA name or logo without permission from the Head of School or his/her designate.

### **Breaches of Policy**

The School considers this Policy to be extremely important.

Faculty and staff should be aware that the ISA computing systems and network do generate logs of the activities of all users. Please be aware that any misuse (as outlined in this document) of the technology facilities will be referred to the appropriate supervisory personnel and may lead to disciplinary action being taken.

If an employee is found to be in breach of the Technology Acceptable Use Policy then they will be disciplined in accordance with the School’s Disciplinary Procedure and may be dismissed. In certain circumstances, breach of this Policy may be considered gross misconduct, resulting in immediate termination of employment without notice or payment in lieu of notice, or, as an alternative, the School may withdraw Internet and email access.

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### **5.30 Policies Pertaining to Teaching Staff**

### **5.30.1 Teaching Staff Positions and Qualifications**

ISA is committed to hiring and retaining staff of the highest quality. The faculty should reflect the high academic and professional standards of the institution.

The recruitment and selection of qualified persons to fill positions is the responsibility of the Head of School and/or his/her designate subject to the School's needs and budgetary constraints.

The creation of a position or the abolition of a position must have prior approval of the Board of Trustees. The Head of School and/or his/her designate may change and reassign the duties of a member of the teaching staff as he/she sees fit.

Initial placement on the professional staff salary schedule will be in accordance with verified qualifications and experience of the employee and the responsibilities of the position as indicated on the scale and contractual requirements.

### **5.30.2 Teaching Staff Compensation and Contracts**

The ISA Board of Trustees is dedicated to maintaining a competitive salary and benefits package. All teaching staff will be issued a contract of employment that clearly outlines the salary and benefits package.

**5.30.2.1 Teaching Staff Extra Duty Pay Plans**

Teaching staff who are assigned to extra-curricular activities or duties that require significant extra time and responsibility over and above their contractual obligations will receive stipends in accordance with a supplementary stipend schedule approved by the Head of School and/or his/her designate.

**5.30.2.2 Teaching Staff Payday Schedules**

Teaching staff members' salaries are issued monthly in arrears. This is done by direct deposit to the employee's designated bank account. At certain times of the year, ie in December, when the School closes early for Christmas holidays, and in June, at the end of the school year, staff may receive their monthly salary on the last day of school. Please note this is not guaranteed, but is at the discretion of the Head of School.

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### 5.30.3 Teaching Staff Recruitment and Selection

The Board of Trustees shall adopt annually, upon the recommendation of the Head of School and/or his/her designate, a staffing plan for the instructional programme offered by the School. The Head of School and/or his/her designate in consultation with the Elementary and Middle School/High School Principals, and the Finance Manager shall devise the staffing plan.

#### Recruitment and Posting of Vacancies

The recruitment of persons to serve the School as teaching staff is the responsibility of the Head of School and/or his/her designate.

The following procedures will be adhered to when teaching staff positions become available at ISA:

1. The position and any related job requirements would be posted.
2. An interested current member of the teaching staff will write a letter of application to the Head of School and/or his/her designate.
3. The teacher will notify his/her current supervisor of his/her intent to apply for a vacant position.
4. If appropriate, the Head of School and/or his/her designate will request that the teacher attend an interview.
5. The current member of the teaching staff will be notified by letter of the hiring decision prior to any public announcement that the position has been filled.

#### Selection

The selection of professional staff to serve the School is the responsibility of the Head of School and/or his/her designate, in consultation with other appropriate personnel.

#### Preferred Qualifications

1. BA or BSc degree (or equivalent four-year degree) in a discipline appropriate for the position. The degree must be from an accredited institution.
2. Candidates must have successfully completed a teacher preparation programme and have demonstrated successful experience in their teaching field.
3. Strong academic background.

### Desired Qualifications

1. Evidence of an interest in cross-cultural experiences and/or education.
2. Evidence of continued professional growth and learning that may include advanced academic preparation, courses, workshops and conferences.
3. Evidence of enthusiasm related to involvement in extra-curricular activities.
4. Evidence of superior academic performance.

### Exception

If the best candidate for a position does not have a teaching certificate (ie: BA/BSc or other pertinent qualification and experience) the Head of School and/or his/her designate may employ the individual; however, during their time with ISA the individual will be encouraged by the School Administration to acquire additional training and specifically a teaching certificate.

### Hiring of Husbands and Wives

The hiring of husbands and wives or other relatives of staff members shall not be precluded. However, to ensure that there shall be no conflicts of interest in the supervision and evaluation of employees, no Administrator or Supervisor will be directly responsible for supervising or evaluating a relative.

#### **5.30.4 Teaching Staff Orientation**

The Head of School and/or his/her designate is responsible for orienting teachers to the professional standards, participation and procedures. This should occur before the start of classes each school year. All teachers are required to adhere to the set standards.

The purposes of the orientation programme are (1) to acquaint all teachers with school policies and procedures; (2) to acquaint new teachers with their fellow workers and the community; and (3) to help teachers adjust to new assignments.

### **5.30.5 Teaching Staff Assignments and Transfers**

The Head of School and/or his/her designate has the right to make assignments. Teachers will be employed generally to render teaching services, but they may be assigned to other or additional duties within their capabilities and training.

The basic consideration in the assignment of teaching staff is the quality of the instructional programme. Instructional personnel will be assigned in accordance with their qualifications, the needs of the School, and the employee's own expressed desires. When it is not possible to meet all three conditions, personnel will be assigned in the following order of priority:

- in accordance with the needs of the School;
- where the Administration deems the employee is most qualified to serve; and
- in accordance with the preference of the employees, in order of their seniority in the School, all other considerations being equal.

In all cases, the decision of the Head of School and/or his/her designate shall be final.

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### 5.30.6 Force Majeure or “Evacuation for Cause”

Under certain circumstances (i.e. civil disturbances, acts of war and other civil, political or military events beyond the control of the School), the Board of Trustees may decide to temporarily close school. Ordinarily, the Board of Trustees will take such a decision. However, in highly unusual circumstances, where the Board of Trustees is unable to obtain a quorum, the decision will be made by those members or alternates attending the meeting or a decision may be made by telephone, conference/poll or e-mail communication.

If the Board of Trustees decides to close school, the Board of Trustees will also consider the need for evacuation of foreign hire teaching staff. This may be a regional evacuation or to repatriate foreign hire teaching staff. The following will apply to these two options:

#### 1. Regional Evacuation

- a) Foreign hire teaching staff members would be evacuated to the nearest secure city within the region.
- b) Evacuation would be for a limited duration of time as determined by the Board of Trustees and the Head of School and/or his/her designate.
- c) Foreign hire teaching staff members and their families would be transported to the evacuation centre and returned at the School’s expense.
- d) Each individual evacuated would be provided with a per diem. These funds are to cover the cost of living expenses while in the evacuation centre. Normally, professional teaching staff members will be housed in hotels designated by the School.
- e) Teaching staff members are subject to recall to duty upon 48 hours notice.
- f) Ordinarily, regional evacuation is considered short-term, that is for a period not greater than two weeks. However, the Board of Trustees reserves the right to extend the regional evacuation should conditions indicate the need to do so.
- g) During regional evacuation, all ISA teaching staff will continue to receive all contractual benefits.
- h) Teaching staff who do not return to their positions upon recall will be subject to the termination clause of the contract. Exceptions to this may be made on an individual case-by-case basis. All benefits paid from the day of evacuation may be debited from any future contract obligations to the individual.
- i) ISA will provide Administrative representation at the evacuation centre.

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## 2. Repatriation (for non-disciplinary cause)

Under circumstances where the Board of Trustees decides to repatriate foreign hire teaching staff to their home of record, the following will apply as of their date of repatriation as set by the Board of Trustees:

- a) **Salary:** A minimum of three months salary will be provided; additional salary or payment may be made at the discretion of the Board of Trustees.
- b) **Shipping:** Contractual shipping benefits will be provided. If the overseas hire teaching staff cannot pack their belongings because of repatriation, the School will provide packing to the equivalent of the contractual entitlement.
- c) **Medical Insurance:** The School will provide three months of medical coverage or balance of contract, whichever is less.
- d) **Transportation:** Foreign hire teaching staff and their families will be repatriated to their home of record at Board of Trustees' expense by way of an economy airfare.

## 3. Permanent School Closure

Under circumstances where the Board of Trustees decides to close the School "permanently" and to repatriate its overseas hire teaching staff and Administrators, the following will apply:

- a) **Payment of salary** to all faculty members and Administrators through the last day worked based upon a ninety (90) day period beginning from the last day worked;
- b) **Medical coverage** will be provided by the School for a period of three months after the day of evacuation.

CROSS REFERENCE:       4.20.4.6 Long-Term Closings  
                              5.20.9 Disciplinary and Dismissal Policy and Procedures

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### 5.30.7 Teacher Evaluation

Teacher evaluation at ISA is designed to accomplish two essential goals. The first is to encourage excellence in classroom instruction and in overall professional performance and attitudes. The second is to facilitate staffing decisions.

The Board of Trustees delegates to the Head of School and/or his/her designate in cooperation with the Elementary and Middle School/High School Principals the responsibility for developing a programme for teacher evaluation based on the following guidelines:

1. Teacher evaluation is a continuous process encompassing the total performance and professional effectiveness of the teacher.
2. Teacher evaluations are to be employed as an instrument in administrative determinations regarding the teaching assignment and other professional duties as well as decisions concerning retention and promotion.
3. Teaching competence and quality will be assessed through a process of classroom observations and constitutes a part of the overall teacher evaluation.
4. Observations of teaching effectiveness and assessments of overall professional performance will be stated in a written evaluation.

#### General Procedures

1. The assessment of teaching quality and overall professional performance is the responsibility of the Principals.
2. All teachers will be evaluated on a continuous basis through both formal and informal methods.
3. A formal observation will include a pre-observation conference to include the setting of goals and discussion of evaluation criteria as set forth in school policy and faculty handbooks. The pre-observation conference will be followed by a formal classroom visit and written observation report to be given to the teachers and discussed in a post-observation conference.
4. Additional observations and evaluations may be conducted for all teachers on a continuous basis as needed. Teachers will be advised of all assessments of a less formal nature resulting from briefer classroom visits or other observations related to effectiveness and performance. All written evaluations should be signed by the teachers and two copies returned with or without comments to the evaluator within five working days of receiving the evaluation.
5. All evaluations will be reviewed and signed by the Head of School and/or his/her designate. The Head of School and/or his/her designate will inform teachers if the evaluation raised concerns about their professional standards and the means for resolution.
6. Principals will utilise the approved evaluation forms.

CROSS REFERENCE: 5.20.9 Disciplinary and Dismissal Policy and Procedures

**5.30.8 Teaching Staff Operational Guidelines**

May be added or revised at the discretion of the Board of Trustees and the Head of School and/or his/her designate.

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### **5.30.8.1 Teaching Staff Time Schedules and Work Load**

Teaching staff are expected to be at school as required by the terms of their contract and by applicable Board of Trustees' policy and regulations.

#### Teaching Year

Teachers are expected to be at school as required by the school calendar adopted by the Board of Trustees. Teachers are contracted to work up to 200 days or as specified in individual contracts with the School. A "full" school year should consist of approximately 180 days; the average "full" school year is between 175–180 days.

#### Teaching Day

Teachers are expected to be at school no later than 8:00am each morning. The teaching day ends at 4:00pm or later as the needs of the students dictate. Teachers who have taken on after-school activities are expected to remain at school for the duration of these activities and to attend school sponsored evening activities as required by the employment of contract or to support their students and colleagues.

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**5.30.8.2 Teaching Staff Vacations and Holidays**

The work year for teaching staff employed by the School under a full-time or part-time contract is twelve (12) months long. During this period, the teaching and working days for teachers (up to 200 contract days or as specified in individual contracts) are governed by the school calendar developed by the Head of School and/or his/her designate and approved by the Board of Trustees.

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**5.30.8.3 Teaching Staff Extra Duty Assignments**

In addition to classroom assignments, teachers are expected to perform extra staff duties as may be assigned to them by the Head of School and/or his/her designate. Such duties, which include lunch and playground supervision, reasonable committee memberships, and similar routine assignments, are considered part of a faculty member's regular work under his or her contract and will not qualify for supplementary stipends.

If a faculty member or professional member of the School accepts an assignment that requires substantial extra time and responsibility, such as regular after-school activity assignments, coaching assignments, large-scale performance preparation, etc, an additional stipend may be paid in accordance with the approved supplementary stipend schedule. The Head of School and/or his/her designate will determine the extra-duty assignments that will receive stipend pay.

CROSS REFERENCE:       5.30.2.1 Teaching Staff Extra Duty Pay Plans

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**5.30.8.4 Teaching Staff Meetings**

Teachers are expected to attend all faculty meetings, workshops and workdays.

Full school staff meetings are held periodically at the call of the Head of School and/or his/her designate, and all teaching staff are expected to attend.

Principals will establish a schedule of school staff meetings to be held either after school or during unscheduled staff time or at any other time as determined by the Head of School and/or his/her designate. Agendas will be prepared for these meetings, and staff members are encouraged to suggest items for discussion. No staff member should be absent from a scheduled staff meeting without previously notifying and obtaining permission from the appropriate Principal in the first instance and if he/she is unavailable notification should be given to the Head of School and/or his/her designate.

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### **5.30.8.5 Teaching Staff Career Development Opportunities**

The School is aware that faculty members and other employees of the School need to maintain and improve their professional skills; this will benefit both the School and the individual staff member.

Therefore, it is the policy of the School to encourage on-going education for its teaching staff. Opportunities for professional growth may include tuition help for the following: approved courses offered by universities and schools; in-service courses sponsored by the School itself; and conferences, workshops and seminars.

Within budgetary limitations approved by the Board of Trustees, the Head of School and/or his/her designate decides to what extent the School is able to subsidise specific programmes and which professional teaching staff may attend.

#### Educational Assistance

Professional development allowances for courses, conferences, workshops and seminars will be defined yearly in the annual budget. A proposal must be submitted to the Head of School and/or his/her designate in writing giving details of the programme and anticipated costs before approval can be given.

**5.30.8.6 Teaching Staff Consulting and Non-School Employment**

No teaching staff shall be engaged in any outside employment or private business that would affect his/her effectiveness as a school employee, jeopardise his/her work permit/visa status in the UK, compromise or embarrass the School, or would in any way conflict with professional ethics.

It is the staff member's responsibility to advise the Head of School and/or his/her designate that he/she is engaged in outside employment.

### **5.30.9 Teaching Staff Leaves and Absences**

ISA provides a comprehensive plan for leave and absence designed to help members of the teaching staff to take care of their health, their personal and family emergencies, and their obligation to maintain and improve their professional skills.

Leaves and absences are granted in accordance with applicable UK and EU legislation and contractual clauses, and with school policies and regulations pertaining to specific types of leaves.

**5.30.9.1 Teaching Staff Personal Leave**

Two days shall be granted to each teaching staff per year for personal leave from their personal Sick Day entitlement. This leave may not be taken on days that immediately precede or follow school holidays or professional activities, which occur outside of Aberdeen without the explicit permission of the Head of School and/or his/her designate.

The intent of such leave is to provide the professional teaching staff with time to take care of personal business.

**5.30.9.2 Teaching Staff Maternity/Paternity Leave**

Maternity/paternity leave shall be granted in accordance with UK and EU legislation. The Head of School and/or his/her designate may extend the legislated leave at their discretion.

**Dependant Leave**

Dependant Leave shall be granted in accordance with UK and EU legislation. The Head of School and/or his/her designate may extend the legislated leave at their discretion.

**Adoption Leave**

Adoption Leave shall be granted in accordance with UK and EU legislation. The Head of School and/or his/her designate may extend the legislated leave at their discretion.

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### **5.30.9.3 Teaching Staff Sick Leave**

Each staff member will be granted ten (10) days of paid sick leave per contract year. These days will be referred to Category A sick leave. This leave is to be used for illness occurring during the year for which it is granted. Any unused Category A sick leave will automatically be carried forward at the end of each contract year and be converted at that time to Category B sick leave, which is deferred as accumulated and converted Category A sick leave. Category B sick leave may be added to in this way every year during the term of employment to a maximum of ninety (90) days. Category B sick leave may be taken only as indicated below:

After a staff member's Category A paid sick leave has been used, employees who suffer lengthy illnesses of more than ten (10) working days or debilitating injuries (as determined by medical certification) may use their Category B days to extend the period of fully paid sick leave.

In no cases shall the portion of salary plus Statutory Sick Pay exceed the employee's salary.

Once an employee's Category A & B sick leave has been used, sick leave will be granted in accordance with UK regulations governing Statutory Sick Pay.

**5.30.9.4 Teaching Staff Educational Leave**

Educational leave will be given to allow teaching staff to attend workshops, conferences, or projects that enhance the professional growth of the teaching staff and contribute to the mission, goals, and objectives of the School. Final approval or disapproval will be given by the Head of School and/or his/her designate if:

1. An educational leave request has been completed with the approval of the appropriate Principal and/or his/her designate;
2. The activity deals with the area or field of study within the scope of the current or anticipated assignment;
3. The leave does not substantially interfere with the teaching duties or related responsibilities of other professional teaching staff;
4. An appropriate substitute teacher is available.

Up to a maximum of five days will be granted for educational leave each academic year.

**5.30.9.5 Teaching Staff Recruiting Leave**

Members of the teaching staff may request one professional day and two personal days to attend recruiting fairs. Additional days may be granted at the discretion of the Head of School and/or his/her designate.

**5.30.9.6 Teaching Staff Emergency Leave**

Teaching staff emergency leave will be in compliance with individual contracts of employment. All cases will be considered by the Head of School and/or his/her designate on an individual basis.

UK and EU legislation covering “time off for dependants” will be observed.

### **5.30.10 Substitute Teachers**

The School will make every effort to identify and employ substitute and replacement teachers who have appropriate academic credentials, certification or experience to ensure the greatest possible continuity in teaching during the absence of the regular teacher. All substitute teachers working at the School must complete a Disclosure Scotland PVG Scheme Membership Application or Existing PVG Scheme Member Application (as applicable), with ISA being the Registered Body submitting and meeting the cost of the application.

Substitute and replacement teachers are directly responsible to the Head of School and/or his/her designate. They are subject to all school policies and regulations and are responsible for all duties relating to the teaching assignment.

Substitute and replacement teaching will be compensated on the following basis:

1. Substitute teaching - defined as the short-term substitution in a single class/subject up to 20 consecutive days, or substitution in different subjects or classes over any period of time - will be remunerated on a daily basis at a rate of pay as approved annually by the School.
2. Replacement teaching - defined as teaching a single class or subject exceeding 20 consecutive school days - will be remunerated at the regular teacher salary rate, on a per-diem basis, the salary placement being determined by the substitute's credentials and experience.

**5.30.11 Teaching Staff Benefits**

Benefits are included in individual contracts.

**5.30.12 Retirement Benefits**

Teaching staff members are eligible to be covered by UK and EU legislation; the School makes contributions on behalf of employees according to UK and EU legislation and contracts of employment.

### **5.30.13 Teaching Staff Termination of Employment**

Teaching staff members of ISA may leave their positions with the School for a variety of reasons: reduction in professional staff workforce, resignation, or suspension/dismissal for cause.

For all these forms of termination of employment, it is the responsibility of the Head of School and/or his/her designate and the ISA contract of employment to set overall guidelines. It is the responsibility of the Head of School and/or his/her designate to develop specific procedures that will apply to each type of termination of employment, within the framework of these contracts, ISA policies, applicable UK and EU legislation and contractual clauses.

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## **5.40 Policies Pertaining to Support Staff**

### **5.40.1 Support Staff Positions and Qualifications**

The term “support staff” in this manual is used to mean those employees who serve the School in a support rather than a teaching or administrative function. The term is meant to include three broad categories of support staff: (1) secretaries and administrative support staff; (2) maintenance staff, and (3) catering staff

The Board of Trustees, upon the recommendation of the Head of School and/or his/her designate, initially creates all support staff positions in the School. Although positions may remain temporarily unfilled, only the Board of Trustees, upon the Head of School’s and/or his/her designate and/or his/her recommendation, may abolish a position it has created.

The School Administration under the general authority of the Head of School and/or his/her designate will develop job descriptions. The assignment of support staff members to particular tasks will be at the discretion of the Head of School and/or his/her designate.

CROSS REFERENCE:       5.40.3 Support Staff Recruitment and Selection

### **5.40.2 Support Staff Compensation and Contracts**

Support staff members employed by ISA are compensated on the basis of market price salary and benefits packages adopted by the Board of Trustees upon the recommendation of the Head of School and/or his/her designate.

The commencing salary will be in accordance with the qualifications and experience of the employee and the responsibilities of the position as indicated on the scale.

#### Contracts

Members of the School's support staff shall be employed under individual contracts between the School and the Employee. Such contracts will be in accordance with applicable UK and EU legislation and will be signed by the Head of School and/or his/her designate and by the Employee.

### **5.40.3 Support Staff Recruitment and Selection**

The Board of Trustees shall establish and budget for support staff positions in the School on the basis of need and the financial resources of the School.

The recruitment and selection of candidates for these positions shall be the responsibility of the Head of School and/or his/her designate.

All vacancies will be made known to the present staff. Anyone who believes him/herself qualified for a position may submit an application to the Head of School and/or his/her designate for consideration. An existing ISA employee being considered for a change of position may be asked to attend an interview.

#### **5.40.4 Support Staff Probation and Tenure**

Support staff members will initially be hired for a 90-day probationary period, subject to the receipt of an acceptable Disclosure Scotland PVG Scheme Membership report prior to the commencement of their employment

At the successful completion of their probation, they will be confirmed in their positions.

### **5.40.5 Support Staff Evaluation**

Each member of the School's support staff will be evaluated yearly in writing by his/her immediate supervisor.

Any time a confirmed employee's performance is below the acceptable level as determined by the immediate supervisor, the supervisor will inform the Employee in writing of any deficiencies. The supervisor will also indicate what action the Employee should take to improve his/her performance. After an agreed-upon probationary period, which shall not be less than two calendar weeks, the supervisor will write a follow-up report. In the event the Employee's performance does not improve sufficiently, his/her contract may be terminated. The evaluation process will follow all applicable UK and EU legislation.

CROSS REFERENCE:       5.40.16 Support Staff Termination of Employment

#### **5.40.6 Support Staff Employment Conditions**

The Head of School and/or his/her designate shall establish work schedules, provisions for absences and other conditions of work in keeping with Board of Trustees' policies.

General employment policies regarding vacations, leaves of absence, resignation, re-employment, duties, hours, and other matters related to the nature of the position not specifically noted herein are determined by the Head of School and/or his/her designate in accordance with individual contracts of employment and in accordance with applicable UK and EU legislation.

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### **5.40.7 Support Staff Vacations and Holidays**

The Head of School and/or his/her designate will designate the date of release for holidays and vacations and will designate the date of return to work, all to be consistent with UK and EU legislation, contracts of employment and the personnel policies connected with employment contracts.

CROSS REFERENCE:      5.40.9    Support Staff Sick Leave  
                                 5.40.10   Support Staff Personal Leave  
                                 5.40.11   Support Staff Unpaid Leave

### **5.40.8 Support Staff Leaves and Absences**

The Board of Trustees provides a plan for leaves and absences designed to help members of the non-instructional and support staff maintain their physical health, take care of their personal and family emergencies, and meet their obligations to improve professionally.

Leaves and absences will be provided in accordance with the policies of the Board of Trustees and in accordance with UK and EU legislation as they pertain to specific types of leave.

CROSS REFERENCE:      5.40.9    Support Staff Sick Leave  
                                 5.40.10   Support Staff Personal Leave  
                                 5.40.11   Support Staff Unpaid Leave

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### **5.40.9 Support Staff Sick Leave**

Each staff member will be granted ten (10) days of paid sick leave per contract year. These days will be referred to Category A sick leave. This leave is to be used for illness occurring during the year for which it is granted. Any unused Category A sick leave will automatically be carried forward at the end of each contract year and be converted at that time to Category B sick leave, which is deferred as accumulated and converted Category A sick leave. Category B sick leave may be added to in this way every year during the term of employment to a maximum of ninety (90) days. Category B sick leave may be taken only as indicated below:

After a staff member's Category A paid sick leave has been used, employees who suffer lengthy illnesses of more than ten (10) working days or debilitating injuries (as determined by medical certification) may use their Category B days to extend the period of fully paid sick leave.

In no cases shall the portion of salary plus Statutory Sick Pay exceed the employee's salary.

Once an employee's Category A & B sick leave has been used, sick leave will be granted in accordance with UK regulations governing Statutory Sick Pay.

**5.40.10 Support Staff Personal Leave**

Up to two (2) days personal leave shall be granted to each employee per year from their personal Sick Day entitlement. This leave is granted at the discretion of the Head of School and/or his/her designate and may also be increased at the full discretion of the Head of School and/or his/her designate.

The intent of such leave is to provide the Employee with time to take care of pressing personal business.

**5.40.11 Support Staff Unpaid Leave**

Unpaid leave may be granted at the discretion of the Head of School and/or his/her designate. Requests for such leave must be submitted in writing to the employee's supervisor and through him/her to the Head of School and/or his/her designate.

If the unpaid leave is for a major part of the school year, or longer, the Head of School and/or his/her designate must grant approval.

**5.40.12 Support Staff Maternity/Paternity Leave**

Support staff maternity/paternity leave shall comply with UK and EU legislation.

**5.40.12.1 Adoption Leave**

Support staff adoption leave shall comply with UK and EU legislation.

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### **5.40.13 Support Staff Emergency Leave**

Emergency leave may be granted to a support staff employee due to death or critical illness in the employee's immediate family. Employees are entitled to five (5) working days emergency leave, extendable at the discretion of the Administration. This leave is granted with full pay.

Immediate family is defined as the spouse, mother, stepmother, mother-in-law, father, father-in-law, stepfather, sister, brother, son or stepson or daughter or stepdaughter of the employee. In those cases where another individual or individuals served as the primary care giver of the staff member, the staff member may substitute that individual or individuals for the parent or parents. The Head of School and/or his/her designate will consider all cases on an individual basis.

UK and EU legislation covering "time off for dependants" will be observed.

**5.40.14 Support Staff Benefits Package**

Support staff benefits are included in individual contracts.

**5.40.15 Retirement Benefits**

Support staff members are eligible to be covered by UK and EU legislation; the School makes contributions on behalf of employees according to UK and EU legislation and contracts of employment.

**5.40.16 Support Staff Termination of Employment**

Support staff members of ISA may leave their positions with the School for a variety of reasons: reduction in professional staff workforce, resignation, or suspension/dismissal for cause.

For all these forms of termination of employment, it is the responsibility of the Head of School and/or his/her designate and the ISA contract of employment to set overall guidelines. It is the responsibility of the Head of School and/or his/her designate to develop specific procedures that will apply to each type of termination of employment within the framework of these contracts, ISA policies, applicable UK and EU legislation and contractual clauses.

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## **Appendix A      DISCIPLINARY & DISMISSAL POLICY**

### **1.      DISCIPLINARY POLICY AND PROCEDURE**

- 1.1      This Disciplinary Policy and Procedure apply to all employees of The International School of Aberdeen Educational Trust Limited and American International Educators Inc., (for the purposes of this policy each employer shall be referred to simply as the “School”). The Policy is non-contractual and the School reserves the right to alter its terms at any time.
- 1.2      One of the purposes of this Policy is to help and encourage employees to achieve and maintain standards of conduct and capability required by the School. However, where there are instances of behavior which causes concern including alleged misconduct, poor performance or absenteeism, this policy exists to ensure there is a consistent procedure in place for dealing with such issues.
- 1.3      The School recognises the importance of attempting to resolve issues informally and will attempt to do so, when this is practicable. This Policy includes procedures that are designed to aid this.
- 1.4      The Head of School or his/her designate has overall responsibility for ensuring the consistent application of this Policy.

### **2.      DISCIPLINARY PROCEDURE**

- 2.1      Minor faults will normally be dealt with informally, and as a result the following procedure will not apply. Where the matter is more serious, or the matter has not been able to be resolved informally, the following procedure will normally apply. The procedure set out below may be amended as is reasonable to accommodate the facts and circumstances of each individual case.
- 2.2      Formal Disciplinary Procedure
  - 2.2.1      In order to investigate any claim or allegation of a disciplinary or grievance nature involving the employee, and to carry out any subsequent procedures, the School shall be entitled to suspend the employee on full pay. For the avoidance of doubt the suspension shall not be a disciplinary sanction. The employee shall abide by any rules laid down by the School in relation to the suspension.
  - 2.2.2      The School will carry out all necessary investigations into the alleged misconduct or behavior which causes concern before any disciplinary action is taken. Employees are expected to co-operate fully in any disciplinary investigations, including attending investigatory meetings if necessary.

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Once all necessary investigations have been completed the employee may, if necessary, be required to attend a disciplinary hearing. The School will inform the employee in writing of the time, place and location of the meeting along with details of the allegation(s) against them and the potential sanctions should the allegation(s) be upheld. The employee will be offered the right to be accompanied (see below). As far as is reasonable to do so, all investigatory materials will be copied to the employee in advance of the disciplinary hearing. The hearing will be held as soon as reasonably practicable whilst giving the employee reasonable time to prepare for the hearing.

- 2.2.3 At the disciplinary hearing the employee will be given the opportunity to state his or her case before any decision is made.

An unreasonable refusal to attend or otherwise take part in a disciplinary hearing may in itself be regarded as an act of misconduct. If the employee fails to attend a disciplinary hearing the School may have to make a decision based on the available evidence without hearing the employee's side of the case. Employees have the right to be accompanied at the disciplinary hearing by a colleague or a Trade Union Official certified in writing by their union as being qualified to act as a companion at disciplinary and grievance hearings. The companion may address the meeting, confer with the employee and sum up the employee's case but may not answer questions on the employee's behalf. The companion may not address the meeting against the employee's wishes and cannot prevent the School from explaining its side of the case. If the companion cannot attend on the date the School has set for the hearing, then the School can postpone the hearing for up to five working days (or longer if both the employer and the employee agree).

- 2.2.4 Following the disciplinary hearing, the School will issue a decision in writing and provide details of the sanction (if any). Where possible minutes of meetings will be taken and copies provided to the employee. The employee will be informed in the decision letter of his or her right of appeal.
- 2.2.5 Employees have a right of appeal against any disciplinary action taken against them. Appeals, and the reasons for them, should be made in writing to the Chair of the Board of Trustees within five working days of the date in which the employee was informed of the decision. The employee will be notified in writing of the outcome of the appeal. There is no further right of appeal.
- 2.2.6 The Board Chair will arrange an appeal hearing at the next meeting of the Board of Trustees or by a group of no less than four (4) Members of the Board of Trustees.
- 2.2.7 At the appeal hearing the employee will be given an opportunity to state his or her case before any decision is made. Employees have the right to be accompanied at the appeal hearing by a colleague or certified Trade Union Official, as above.

- 2.2.8 The Board of Trustees will write to the employee after the appeal hearing to confirm the final decision. There is no further right of appeal.

### 3. DISCIPLINARY SANCTIONS

#### 3.1 Informal action

Where possible, the School will consider whether or not the issue can be resolved informally, in which case the procedure set out above will not be followed. This may include the employee's manager having a discussion with the employee about the alleged misconduct. A note of this meeting and whether or not further action (eg the provision of coaching) was taken, will be kept on the employee's personal file but it will normally be disregarded after 6 months subject to satisfactory conduct.

#### 3.2 First warning

If conduct is unsatisfactory, and informal action has not worked or is not appropriate, the employee will be given a written warning. Such warnings will be recorded, but will normally be disregarded after 6 months of satisfactory service. The employee will also be informed that a final written warning may be considered if there is no sustained satisfactory improvement or change. (Where the first offence is sufficiently serious, for example because it is having, or is likely to have, a serious harmful effect on the School, it may be justifiable to move directly to a final written warning.)

#### 3.3 Final written warning

If the offence is serious, or there is no improvement in standards, or if a further offence of a similar kind occurs, a final written warning will be given which will include the reason for the warning and a note that if no improvement results in the time period specified in the warning, dismissal may occur. Such warnings will be recorded, but will normally be disregarded after 12 months of satisfactory service.

#### 3.4 Dismissal

If the conduct has failed to improve, the School may consider dismissing the employee with notice.

#### 3.5 Gross Misconduct Dismissal

If the School believes that an employee has committed an offence of gross misconduct including the type of the following nature (the list is not exhaustive), the normal consequence will be dismissal without notice or payment in lieu of notice:

- Unlawful or inappropriate and/or improper conduct towards or relating to, a pupil, child or other vulnerable person;
- An employee's wilful refusal or failure to carry out reasonable instructions;

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- Serious breaches of security or confidentiality, including misuse or disclosure of confidential information;
  - Unauthorised possession, copying, alteration, destruction or retention of the School's records;
  - Serious breaches of safety rules which endanger the health and safety of others;
  - Conduct likely to bring the School into disrepute, including abusive language, violent behaviour, fighting, threatening violence, immoral or obscene conduct whether within or outside the School;
  - Physical assault on persons carried out on the School's premises or whilst engaged on the School's business;
  - Excessive or inappropriate use of foul or abusive language or threats;
  - Negligence or incompetence causing or likely to cause unacceptable loss, damage or injury;
  - Theft, fraud, damage or unauthorised possession of property belonging to the School;
  - Disorderly conduct, including being under the influence of substances such as alcohol or drugs; being in possession of unauthorised substances or misusing them;
  - Conviction of a criminal offence considered potentially damaging to the School, or preventing the employee from performing his/her work;
  - Fundamental breach of the contract of employment;
  - Acts of unlawful discrimination including race, sex, gender, marital status, sexual orientation, religion, or belief or disability against any person;
  - Acts or behaviour constituting any form of unlawful harassment or victimisation, including harassment or victimisation on the grounds of race, sex, gender, marital status, disability, sexual orientation, religion or belief;
  - Bullying;
  - Knowingly breaching legislation, including the Data Protection Act, Employment Rights Act, or any other legislation governing the operations of the School's business;
  - Misrepresentation or falsification of any sort, including but not restricted to those related to qualifications, the School's records, records relating to pupils, including those related to assessments and examinations, employment applications or recruitment information and expenses claims;
  - Deliberate interference with the School's operations, work or service;
  - Unauthorised use of the School's telephone, internet and e-mail connections including (but not limited to) accessing or sending pornographic or other inappropriate material.

3.6 As an alternative to dismissal the Head of School or his/her designate may, if felt appropriate, consider other disciplinary sanctions including (but not limited to) transferring the employee to another post, a period of suspension without pay, demotion or reduction in salary.

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#### 4. GRIEVANCE PROCEDURE

- 4.1 In cases where the employee has a grievance, problem or query involving work, working conditions, or the interpretation of employee policies, the employee should try and resolve the grievance informally with their line manager in the first instance.
- 4.2 If the grievance cannot be resolved informally the employee should state the problem in writing to his/her line manager or the Head of School or his/her designate. Grievances should be raised as soon as reasonably possible after the occurrence of the event upon which the grievance is based. The line manager or the Head of School or his/her designate in turn, shall hold a meeting with the employee to discuss the grievance.
- 4.3 The employee will be given his or her statutory right to be accompanied at the grievance meeting. The companion may be a colleague or Trade Union Official certified in writing by their union as being qualified to act as a companion at disciplinary or grievance hearings. The companion may address the meeting, confer with the employee and sum up the employee's case but may not answer questions on the employee's behalf. The companion may not address the meeting against the employee's wishes and cannot prevent the School from explaining its side of the case. If the companion cannot attend on the date the School has set for the hearing, then the School can postpone the hearing for up to five working days (or longer if both the employer and the employee agree). At the meeting the employee will be asked to explain the nature of their grievance and the outcome the employee is seeking. The School may adjourn the meeting for any investigation which may be necessary.
- 4.4 Following the meeting, the School will write to the employee to confirm the decision and to notify the employee of any further action that the School intends to take to resolve the grievance. Where possible, minutes of meetings will be taken and copies provided to the employee after the meeting. The employee will be notified of their right to appeal any decision.
- 4.5 The employee has a right of appeal against any decision taken in relation to their grievance. The employee should forward the appeal, and the reasons for it, in writing to the Chair of the Board of Trustees within five working days of the date on which the employee was informed of the decision. The Board Chair will arrange an appeal hearing at the next Meeting of the Board of Trustees or by a group of no less than four (4) Members of the Board of Trustees. At the appeal hearing the employee will be given the opportunity to state their case before any decision is made. The employee has the right to be accompanied at the appeal hearing by a colleague or a certified Trade Union Official, as above.

The Board of Trustees will write to the employee to confirm the final decision. There is no further right of appeal.