

SECTION 5 SCHOOL STAFF

5.0 Personnel General

- 5.000 Personnel Definitions [in draft]
- 5.001 Employment Philosophy
- 5.002 Employee Rights and Responsibilities
- 5.003 Staff Input in Decision Making
- 5.004 Employee Relations with Host Country
- 5.005 Equality and Diversity

5.1 Positions and Recruitments

- 5.100 Annual Staffing Plan
- 5.101 Job Categories
- 5.102 Job Descriptions
- 5.103 Contract Categories
- 5.104 Recruitment and Selection
- 5.105 Qualifications of Staff
- 5.106 Health and Medical Requirements
- 5.107 Staff Orientation
- 5.108 Work Permits

5.2 Terms and Conditions of Employment

- 5.200 Employment Contracts
- 5.201 Initial Contract Period
- 5.202 Probation Period
- 5.203 Renewal of Contracts
- 5.204 Assignments, Duties and Transfers
- 5.205 Work Load
- 5.206 In-Service Day
- 5.207 Annual Leave
- 5.208 Participation in Co-Curricular Activities
- 5.209 Private Tutoring
- 5.210 Consultancies and Other Professional Activities Outside School
- 5.211 Performance Assessment
- 5.212 Part-time Teachers
- 5.213 Substitute Teachers

5.3 Leave

- 5.300 Public Holidays
- 5.301 Personal Business Leave
- 5.302 Interview Leave
- 5.303 Compassionate Leave
- 5.304 Medical Leave
- 5.305 Maternity Leave
- 5.306 Paternity Leave
- 5.307 Adoption Leave
- 5.308 Exception and/or discretionary Unpaid leave
- 5.309 Examination Leave
- 5.310 Unauthorised Absence

5.4. Personnel File

5.5 Code of Conduct

5.6 Workplace Harassment and Bullying

5.7. Grievance

5.8 Disciplinary Policy

5.9 Termination of Employment

- 5.900 Decision and Authority to Terminate
- 5.901 Reasons for Termination of Contract
- 5.902 Reasons for termination of Contract by the School
- 5.903 Force Majeure (Emergency Closure)
- 5.904 Letter of Reference
- 5.905 Rights to Appeal

5.10 Place Holder

5.11 Contracts

- 5.11.6 Termination
- 5.11.7 Summary Termination
- 5.11.8 Redundancy
- 5.11.9 Retirement

5.12 Salaries

- 5.12.1 Salary Placement
- 5.12.2 Qualifications
- 5.12.3 Years of Experience
- 5.12.4 Movement on the Salary Scale
- 5.12.5 Payment of Salaries
- 5.12.6 Salary Scales
- 5.12.7 Placement of Salary Scales

5.13 Fringe Benefits (All Staff)

- 5.13.1 Retirement Funds
- 5.13.2 School for Dependent Children
- 5.13.4 Disability Insurance
- 5.13.5 Public Liability Insurance
- 5.13.6 Medical Plan
- 5.13.7 Medical Insurance
- 5.13.8 Transportation for Non-Life Threatening Emergencies

5.14 Additional Benefits (Overseas Hire Staff)

- 5.14.1 Relocation Allowance
- 5.14.2 Passages
- 5.14.3 Settling In or Shipping Allowance
- 5.14.4 Accommodation

5.15 Special Allowances

- 5.15.1 Acting Allowances
- 5.15.2 Fuel Allowance
- 5.15.3 Expenses on Field Trips
- 5.15.4 Faculty Stipends

5.16-5.19 Placeholder

5.20 Letters of Reference

5.21 Place Holder

5.22 Conflict of Interest

5.23 – 5.26 Placeholder

5.27 Teacher Assistant

- 5.27.1.4 Contract Termination
- 5.27.1.6 Retirement

5.28 Support Staff

- 5.28.1.4 Contract Termination
- 5.28.8 Employment, Termination/Dismissal by the School
- 5.28.10 Resignation
- 5.28.11 Retirement
 - 5.28.11.1 Voluntary Retirement
 - 5.28.11.2 Notice of Retirement
 - 5.28.11.3 Retirement Benefit
- 5.28.17 Letter of Reference

5.0 Personnel General

5.000 (In draft)

5.001 Employment Philosophy

The mission of IST is to challenge, inspire and support our students. The School recognises the impact that teachers, teacher assistants and supporting staff have on the learning of young people. Therefore all employees, whether or not they are directly involved in teaching children, shall be fully committed to the well-being of the students and to the school's Mission, Values and Strategic Goals. To accomplish this it is the Director's responsibility to attract, recruit, select and appoint the best possible staff and ensure that employees in turn are challenged, supported and inspired in their roles.

The Director shall ensure that all employees are treated fairly and rewarded competitively. Furthermore, the Director shall ensure that programmes are in place for staff compensation, staff evaluation and professional development.

All employees are expected to be excellent character role models for the students, parents and other employees of the School. Each employee shall possess the appropriate skills, experience and qualifications for the job and act with respect, kindness and integrity. It is vital for all employees to act responsibly, working to a high standard of professionalism and giving students' interests the highest priority at all times. Furthermore, all employees are encouraged to seek solutions to problems and to demonstrate curiosity, perseverance and willingness to learn and use new skills. They shall work collaboratively and cooperatively with others, showing appropriate flexibility and responsiveness.

The School's community is characterised and enriched by diversity. The School's staff body shall reflect that variety, and shall provide a safe, equitable, transparent and non-discriminatory working environment for employees.

DATE OF ADOPTION: 24 April, 2014
DATE OF IMPLEMENTATION: 24 April, 2014
CROSS-REFERENCES: 1.100 Mission and Vision
1.101 Values
1.102 Strategic Plan
5.005 Equality and Diversity
5.104 Recruitment and Selection

5.002 Employee Rights and Responsibilities

Employee responsibilities

The primary responsibility of all employees is to effectively fulfil the obligations of the position they have been assigned to. In addition, all employees are expected to:

- Actively support and promote the School's Mission, Vision, Values and Strategic Goals;
- Be punctual;
- Remain familiar with School Policy and regulations and adhere to them;
- Keep complete and accurate records and submit them promptly when they are requested;
- Report anything that may affect the wellbeing or safety of the students or school staff;
- Demonstrate and promote care and respect for people and property;
- Perform duties willingly and in a positive spirit;
- Serve as a role model to students.

Employee rights

Employees shall have the following rights:

- To be informed about decisions and circumstances that may directly affect them, for instance
- conditions of employment, vacancies at the School and strategic goals;
- To get regular feedback on performance,
- To be ensured of confidentiality of personal information and personal records,
- To file a complaint, and the right to fair hearing in case of a complaint,
- To form and join a Tanzanian registered trade union, and the right to participate in the lawful activities of such a union,

- To express constructive concerns, ideas and suggestions through appropriate channels.

DATE OF ADOPTION: 24 April, 2014
 DATE OF IMPLEMENTATION: 24 April, 2014
 CROSS-REFERENCES: 1.100 Guiding Statements
 1.101 Strategic Planning
 2.500 School Policies
 5.003 Staff Input in Decision Making
 5.211 Performance Assessment

5.003 Staff Input in Decision Making

Ideas, concerns and suggestions

For the betterment of the School employees shall be encouraged to express constructive concerns, ideas and suggestions about academic, personal or organisational matters through the appropriate channels: their immediate supervisor, their Principal or to the Director of the School. The School Leadership and Professional Management shall listen attentively to staff members who have a concern or complaint and shall seek to respond in a spirit of openness. Final decision making lies with the Director and the Professional Management, in accordance with School Policy.

Teacher Association

Teachers may join and participate in the Teacher Association, a consultative organisation to represent teachers' opinions for discussion with the Director. Issues may range from educational issues, pay and conditions, to wider community issues.

School Policy

Proposals for new policies or revisions of current policies may be made in writing by anyone within the School Community, either as an individual or on behalf of a group, including a student, a parent, an employee, a Board member or the Director. Action on such proposals, whatever their source, is taken finally by the Board in accordance with School Policy and the Articles of Association.

Adoption, deletion, or amendment of a policy shall require consultation with the members of the Company, which include Faculty members. Amendments to policy that do not have consequences for any School operation, e.g. adjustments in numbering, order, titles of positions, spelling et cetera, do not require community consultation.

DATE OF ADOPTION: 24 April, 2014
 DATE OF IMPLEMENTATION: 24 April, 2014
 CROSS-REFERENCES: 2.500 School Policies
 2.501 Proposals for Policy
 2.501E Policy Proposal Form
 2.502 Principles of Policy Development
 2.503 Development and Adoption of Policy
 5.002 Employee Rights and Responsibilities

5.004 Employee Relations with Host Country

The School and its employees play an important role in the local community. It is expected that all employees adhere to the laws of Tanzania and act in ways to promote the positive relationship of the School with the Tanzanian government and Tanzanian society. Therefore it is essential that all employees show sensitivity to the culture and customs of Tanzania.

In relations with the host country, it is expected that all employees project a positive, professional image of the School.

DATE OF ADOPTION: 24 April, 2014
 DATE OF IMPLEMENTATION: 24 April, 2014
 DATES OF AMENDMENT:
 CROSS-REFERENCES: 1.500 Relations with Host Country

5.005 Equality and Diversity

IST is an equal opportunity employer. All employees are treated on their merits, without regard to race, religion, nationality, age, sex, relationship status, disability, or any other factor not applicable to the position.

The School believes that all employees should be able to work in an environment free of discrimination, victimisation, sexual harassment and vilification. The School considers these behaviours unacceptable and shall not be tolerated such behaviour under any circumstances.

Under the Tanzanian law discrimination, victimisation, sexual harassment and vilification are illegal.

Any reports of discrimination, victimisation, sexual harassment and vilification shall be treated seriously and investigated promptly, confidentially and impartially.

Disciplinary action will be taken against any employee who discriminates against, victimises, sexually harasses or vilifies another member of the School Community. Discipline may involve a warning, counselling, demotion or termination, depending on the circumstances.

DATE OF ADOPTION: 24 April, 2014

DATE OF IMPLEMENTATION: 24 April, 2014

5.1 Positions and Recruitment

5.100 Annual Staffing Plan

The Director shall annually, as part of the budget process, present to the Board a staffing plan that meets the educational, operational and budgetary aims of the School within its budgetary constraints. The staffing plan shall include an organisational chart and the number of Full Time Equivalents (FTEs) for each job category, job type, department and Grade, per campus, as well as proposals to address possible gaps and challenges.

Within the approved number of FTEs per job category the Director has full authority to allocate FTEs to campuses and positions. Above the approved number of FTEs the Director may allocate three discretionary FTEs without Board approval, with the understanding that any FTE above the Board approved baseline is considered temporary. If the Director uses any of these extra discretionary FTEs, he shall report to the Board at the first regular meeting after hiring the concerning employee(s) the reasons for employing them and for how long it is expected that the baseline be exceeded.

The published annual budget shall document changes in FTEs per job category.
The selection of persons to fill established positions shall be the responsibility of the Director.

DATE OF ADOPTION: 24 April, 2014
DATE OF IMPLEMENTATION: 24 April, 2014
CROSS-REFERENCES: 2.300 Regular Board Meetings
5.101 Job Categories
5.104 Recruitment and Selection

5.101 Job Categories

Jobs at the School shall be organised into the following categories:

1. **School Leadership:** The School's most senior leaders, who are responsible for the main educational and business functions of the School (Director, Principals, GMFA, Director of Teaching and Learning)
2. **Professional Management:** Other senior leaders, who support the School Leadership through the management of professional teams (including, for example, Vice Principals, HR Manager, IT Manager)
3. **Teachers:** Those who are employed on teacher contracts because they have direct responsibility for the educational well-being of students (including, for example, teachers, librarians, EAL teachers, ICT teachers)
4. **Substitute Teachers:** Those who are employed to take over temporarily the work of an absent teacher
5. **Administrative Management and Technical Support:** Those who support the School Leadership and Professional Management in administration and technical functions (including, for example, Admissions Director, Accounts Manager, Site Supervisors)
6. **Teaching Assistance:** Those who assist the Professional Management and Faculty in delivering the School's programmes (including, for example, Teacher Assistants, nurses, lab technicians)
7. **Support Staff:** Those who support the School's general business, facilities and maintenance functions (including, for example, facilities, maintenance and housekeeping staff).

DATE OF ADOPTION: 21 April 2016
DATE OF IMPLEMENTATION: 21 April 2016
CROSS-REFERENCES: 5.212 Part-time Teachers
5.213 Substitute Teachers
3.000 The Director

5.102 Job Descriptions

The Director shall ensure that job descriptions are in place for all positions in the School and that they are communicated to individual employees in writing. Both contract and job description shall be dually signed by employee and Director. All job descriptions other than his/her own position must be approved by the Director.

Each job description must state as clearly as possible:

- the position,

- the position to which it reports,
- the positions, if any, it supervises,
- a brief statement of the general and specific responsibilities that the position carries.

All job descriptions shall be annually reviewed. The Director or designee may change or reassign duties appropriate to the level of the post.

DATE OF ADOPTION: 24 April, 2014
 DATE OF IMPLEMENTATION: 24 April, 2014
 CROSS-REFERENCES: 5.200 Employment Contracts

5.103 Contract Categories

Contracts for employees at the School may be either:

- **Local-Hire:** Where the employee is resident in Tanzania primarily for reasons other than working for the School.
- **Overseas-Hire:** Where the primary reason for the employee coming to Tanzania is to work at the School.

The category of contract shall be determined at the time of initial employment.

DATE OF ADOPTION: 24 April, 2014
 DATE OF IMPLEMENTATION: 24 April, 2014
 CROSS-REFERENCES: 5.200 Employment Contracts
 5.109 Work Permits

5.104 Recruitment and Selection

Recruitment

Recruitment plays a crucial role in the functioning and development of the School. The Board holds the Director responsible for the recruitment and appointment of all employees within the approved number of positions and budget limits established annually by the Board. At an appropriate time in the budgeting timeline the Director shall recommend a staffing plan and a recruitment strategy for the next School Year for Board approval.

The Director shall develop rigorous recruitment and selection regulations that must include reference checks from most recent employers, having at least two interviews with a candidate and more than one person being involved in the recruitment process. The School is an equal opportunity employer and the Director shall recruit the most suitable individual for each post.

The Director shall keep the Board informed regarding the recruitment and selection activities of the School.

Recruitment of School Leadership and Professional Management

The Board shall delegate responsibility for the recruitment of School Leadership and Professional Management to the Director, with the exception of the recruitment of the Director. The Director shall inform the Board of such vacancies as soon as they occur. The Director shall further inform the Board of the powers and duties of the position as well as outline the chosen approach for recruiting qualified candidates.

The Director shall provide opportunities for members of the School Community to meet with the candidates. The Director shall inform the Board and School Community about the appointment of School Leadership.

Vacancies and applications

All vacancies shall be made known to the present employees. Anyone who believes he/she is qualified for a position may submit an application. Applicants for any position at the School must provide at their own expense, true/attested copies of all documents that are required for employment and placement on the salary schedule. The Director shall be responsible for determining the authenticity of the documents that must be provided. Once received, these materials become the property of the School.

Overseas Hire versus Local Hire

The School shall be committed to recruit candidates from multiple hiring sources in order to benefit from diverse expertise and perspectives achieved through a healthy staffing balance. These sources include employees who reside in Tanzania either temporarily or permanently, as well as personnel recruited from overseas. Considerations that are factors in determining the balance of Local Hire vs. Overseas Hire staffing in any given year include but are not limited to: availability of qualified candidates, overall salary costs, available quota positions, and available housing.

Family members

The hiring of partners, spouses or other relatives of employees shall not be precluded. However, situations in which one employee directly supervises a partner or relative are not allowed. In instances where members of an employee's immediate family are candidates for employment by the School, the current employee shall play no part in the hiring process.

In the event that a dependent spouse is hired by the School after the employment contract with the hired spouse is in effect, the dependent spouse will be classified as a Local Hire employee.

DATE OF ADOPTION: 24 April, 2014
DATE OF IMPLEMENTATION: 24 April, 2014
CROSS-REFERENCES: 3.003 Recruitment and Selection of the Director
5.005 Equality and Diversity
5.100 Annual Staffing Plan
5.101 Job Categories
5.103 Contract Categories
5.106 Qualifications of Staff

5.105 Qualifications of Staff

All employees

All employees shall be appropriately qualified for the position and have experience in a discipline appropriate for the position. Qualifications for positions must specify education, experience and language requirements along with any other qualifications that will ensure that the candidates will fit the School's particular needs. Copies of diplomas, certificates, a dossier providing verification of prior experience, a copy of passport details and police clearance must be submitted as a condition for hiring and shall be maintained in the personnel file.

School Leadership and Professional Management

Qualifications for School Leadership and Professional Management shall include at least a Bachelor's degree from a reputable university, at least three years of relevant teaching and/or administrative experience, and, in the case of principals and Vice-Principals, experience in IBO programmes.

Teachers

The Board recognises the importance of highly qualified teaching staff to ensure a high quality educational programme at the School. Typically teachers are required to have at least a Bachelor's degree from a reputable university, experience in IBO programmes, experience in delivering student-centred, inquiry-based programmes at international school(s), two recent years experience in teaching the age group that they will be teaching at IST, and fluency in written and spoken English. In evaluating qualifications, the decision of the Director shall be final.

In exceptional circumstances, an individual who does not meet the above requirements can be recruited as a teacher while he or she acquires teaching credentials.

DATE OF ADOPTION: 24 April, 2014
DATE OF IMPLEMENTATION: 24 April, 2014
CROSS-REFERENCES: 5.101 Job Categories
5.104 Recruitment and Selection
6.000 Teaching and Learning Philosophy

5.106 Health and Medical Requirements

The on going health and physical well being of the School's employees is important to the successful operation of the School.

New employees

No applicant for any position shall be employed if the applicant fails to meet the minimum standards for physical fitness required for the position. Prior to the start of the contract each new employee shall provide:

- The School provided Health Form issued within three months of arrival at the School, signed by a qualified physician to indicate that the individual is fit for the employment offered,
- A chest x-ray and an accompanying letter from a medical professional, issued within the last six months, stating that the applicant is free of tuberculosis.

Not all recommended immunizations are required by law in Tanzania. However, to protect the health of the School

population, it is strongly recommended that prior to the effective contract date all teachers, spouses and dependents, both locally and overseas hired, receive immunizations recommended for residence in Tanzania and for working with children on a continuous basis.

The School shall reimburse the examination and immunizations up to a maximum amount as determined by the Director.

Current employees

In cases where the health of an employee may interfere with the performance of duty or jeopardise the health of students and staff, the Director may require a physical examination and a report from an approved physician. This may include a medical examination, indicating whether the individual is fit for continued employment. The costs of such School-required medical examinations and tests shall be borne by the School.

Confidentiality, contracts and regulations

The pre-employment medical documents as stated above shall be retained in the employees' personnel files. The School shall keep personnel files confidential according to School Policy.

All employee contracts shall indicate that employment is contingent upon the School being satisfied that the employee is medically fit for this position.

The Director shall establish regulations to cover all aspects of this policy including identification of School-approved doctors, conduct of medical exams, integration with the School's medical insurance programmes and reimbursement of expenses.

DATE OF ADOPTION: 24 April, 2014

DATE OF IMPLEMENTATION: 24 April, 2014

5.107 Staff Orientation

The School Leadership shall organise a planned programme for the induction of new employees to the School. The purposes of the orientation programme are:

- To acquaint new employees with School ethos and policies, employment procedures, curriculum and teaching protocols of the School,
- To acquaint new employees with their colleagues,
- To help employees from overseas to adjust to the environment, culture and customs of the School and Tanzania.

New employees are strongly encouraged to attend the Staff Orientation programme.

DATE OF ADOPTION: 24 April, 2014

DATE OF IMPLEMENTATION: 24 April, 2014

5.108 Work Permits

All foreigners working on contract in Tanzania must hold a valid work permit. Dependent spouses and biological or adopted children who are under the age of 18 and residing with the employee in Tanzania, will be included in the contract holder's permit. It is the responsibility of the employee to arrange for permits for biological or adopted children aged 18 and over, who are residing with or visiting the employee.

The School shall organise the submission of work and residence permit for all overseas hires and their approved dependents for the duration of their contract, and shall carry the costs of the permit. Employment shall be conditional upon the issuance and maintenance of a valid Tanzanian work permit. In the event the work permit is not approved by the Ministry of Home Affairs after the employment contract has been signed, the contract will terminate. Under these circumstances, the employee shall receive three months salary from the date of the Ministry's final decision. Such salary payments shall be conditional upon the employee having made diligent efforts to obtain comparable employment, and any compensation received by the employee from such employment will be offset against any salary payments due hereunder.

In the event that a work permit is not obtained by a local or non-local staff member, any contract or understanding between the employee and the School is null and void.

Copies of the visa and the original work permit, along with passport details, shall be included in the personnel file.

The nature of the work permit of non-Tanzanian employees prevent any work being undertaken in Tanzania except as contracted to the School. Dependents are not allowed to work in Tanzania unless they arrange a separate work permit. In case dependents are also employed by the School, the School will arrange the separate work permit.

DATE OF ADOPTION: 24 April, 2014
DATE OF IMPLEMENTATION: 24 April, 2014
CROSS-REFERENCES: 5.103 Contract Categories
5.209 Private Tutoring
5.210 Consultancies and Other Professional Activities Outside School

5.2 Terms and Conditions of Employment

5.200 Employment Contracts

The Director shall ensure that each employee has signed a written contract of employment.

All contracts shall include the initial placement on the salary scale, and shall clearly define the employee's job responsibilities, working hours, contract duration, compensation and benefits, health requirements, contract renewal/termination and other conditions of employment. Signing of the contract by the employee constitutes acceptance of and adherence to all employment terms and conditions as stated in the contract as well as School Policy and other regulations in effect at that time.

The terms and conditions of employment for all staff shall be detailed in the staff handbooks as well as in the employment contracts. All employees will receive a copy of these terms and conditions.

The Board authorises the Director or his/her designee to agree on contracts for all positions approved by the Board, within Board approved budget and annual staffing plan.

All employee contracts must be approved by the Director, and all contracts shall be signed by the employee and the Director. The Director must ensure that all employees receive a copy of their signed contract and a copy of their signed job description.

New Contracts Decisions

Decisions on new contracts will be taken as outlined in the contract.

The Board, in conjunction with the Director, shall review salaries each year and make a decision on any increase to be awarded for the following academic year based on cost of living increases, inflation, devaluation and any other factors affecting staff take-home pay. This decision will be conveyed to professional staff before new contracts are offered.

Revised October 23, 2007

Dependents

Dependent Spouse or Partner

Spouse: A spouse is regarded as a dependent and included on the contract if the spouse is not employed or if the spouse's employer does not provide the equivalent benefits (e.g. airfare and medical) specified in the IST employee's contract.

If the spouse enters Tanzania on a Dependent's Pass, the 'Dependent's Pass' must be surrendered when a work permit or business permit is granted.

Partner: A partner is regarded as a dependent and included on the contract if s/he meets the minimum Tanzanian requirement (2 years) to be considered a common law partner.

An employee seeking to add a partner as a dependent to the contract is obligated to document at least a two-year relationship by submitting to the Director documents such as (this is not intended to be a complete list):

- A letter from a previous employer testifying to at least a relationship of two years
- Copies of utility bills that are in both individual's names
- A common law agreement
- Joint bank accounts covering at least a two year period of time

The burden of proof rests with the employee to provide the required documents that will enable the Director to arrive at a decision. The final decision rests with the Director.

This policy does not apply to more than one spouse or dependent.

(Approved May 22, 2003. Revised October 21, 2003; April 27, 2006, November 20, 2007)

Dependent Children

Each professional staff member is entitled to name up to two dependent children for inclusion on their contract. These children will normally be resident with their parents in Tanzania, and who are of less than school age or in full-time education at IST. Children can be added to the contract (up to two children per professional staff member) on adoption or birth of a new child.

DATE OF ADOPTION: April 24, 2014
DATE OF IMPLEMENTATION: April 24, 2014
CROSS-REFERENCES: 2.500 School Policies
3.004 Contract of the Director
5.100 Annual Staffing Plan
5.102 Job Descriptions
5.103 Contract Categories
5.104 Staff Recruitment and Selection
5.201 Staff Contract Periods

5.201 Initial Contract Period

All employee contracts shall be written for a specific period.

School Leadership with exception of the Director

The initial term of employment for School Leadership with exception of the Director, shall be for a minimum of two years and a maximum of three years, by mutual agreement of the Director and the candidate.

Professional Management

The initial term of employment for Professional Management shall be for a two-year period.

Teachers

The initial term of employment for a Local Hire Teacher shall be for a one-year period, and for an Overseas Hire a two-year period.

All other job categories

The initial contract period for all other job categories, i.e. Administrative Management and Technical Support, Teaching Assistance, and Support Staff, shall be one year.

DATE OF ADOPTION: April 24, 2014
DATE OF IMPLEMENTATION: April 24, 2014
CROSS-REFERENCES: 3.004 Contract of the Director
5.101 Job Categories
5.200 Employment Contracts
5.203 Renewal of Contracts

5.202 Probation Period

In accordance with Tanzanian law, all employee shall be subject to a three month probationary period immediately following the commencement of the initial contract, during which either party can terminate the employment contract by giving at least one month notice. At the end of the probationary period the employee shall be informed in a meeting whether his/her services are satisfactory and whether the employment contract is continued or terminated, or the probation period is extended for a further period of three months or terminated. If the probation period has been satisfactory the employee will receive a written confirmation of appointment.

The Director shall develop and implement regulations to support this policy, including performance evaluation measures and procedures to monitor the employee during the probation period.

DATE OF ADOPTION: April 21, 2016
DATE OF IMPLEMENTATION: April 21, 2016
CROSS-REFERENCES: 3.004 Contract of the Director
3.005 Probation Period
5.103 Contract Categories
5.203 Renewal of Contracts
5.211 Performance Assessment

5.203 Renewal of Contracts

The School does not guarantee continued employment beyond the term of the initial or any following contract. Therefore, the offering of an indefinite contract is not to be expected or considered automatic. At the time of hiring, all candidates shall be informed of this policy.

Length of new contract

The length of any new contract after the initial contract, with exception of the contract of the Director, is a minimum of one and a maximum of two years.

School Leadership and Professional management with exception of the Director

By 1st September in the final year of the contract, the member of the School Leadership and the Director will inform each other of their intentions regarding contract renewal. By 15th October the member of the School Leadership shall accept or reject new contract offers.

Fulltime Teachers

By 1st December in the final year of the contract, fulltime Teachers shall accept or reject new contract offers.

All other contract categories

After annual staff appraisals in April of the final year of contract and in consultation with the line manager/supervisor, the employee will be notified by the Director of a contract renewal or termination.

DATE OF ADOPTION: April 24, 2014
DATE OF IMPLEMENTATION: April 24, 2014
CROSS-REFERENCES: 3.008 Renewal of Director's Contract
5.103 Contract Categories
5.200 Employment Contracts
5.201 Initial Contract Period

5.204 Assignments, Duties and Transfers

The Director shall make all assignments and transfers of personnel in the best interests of the School. Changes in assignment may occur from time-to-time because of shifting enrolments and shifting School needs. The specific duties and responsibilities of an employee shall be detailed in his/her job description. Except for emergencies, staff members shall be assigned positions for which they are qualified.

DATE OF ADOPTION: April 24, 2014
DATE OF IMPLEMENTATION: April 24, 2014
CROSS-REFERENCES: 5.002 Employee Rights and Responsibilities
5.102 Job Descriptions
5.106 Qualifications of Staff

5.205 Work Load

Working hours

The Director, in consultation with the Principals, shall develop regulations regarding working hours for each job category and shall ensure that these are communicated to all employees in that job category.

Work load for teachers

A full time teaching load is defined as 20 hours of scheduled class contact time per week, in addition to other normal professional responsibilities, such as duties, registration times, planning and meeting times and occasional emergency cover, as detailed in administrative regulations. It is understood that at times the teaching load can be lower than this, as determined by the School Leadership.

The teaching work year shall comprise approximately 180 teaching days and 8 in-service days.

Work load for all other job categories

A full time work load for all other staff categories will be a minimum of 40 hours per week, in addition to other normal contractual responsibilities, such as staff meetings.

DATE OF ADOPTION: April 24, 2014
DATE OF IMPLEMENTATION: April 24, 2014
CROSS-REFERENCES: 1.202 School Day
2.508 Administrative Regulations
5.002 Employee Rights and Responsibilities
5.101 Job Categories
5.206 In-Service Days

5.206 In-Service Days

Periodically throughout the School Year, the School calendar shall contain scheduled in-service workdays to provide time for staff development, curriculum development, individual planning and training. These full or partial days shall be notated on the School calendar approved annually by the Board. All employees are expected to work on these days unless prior written approval is obtained from the Director.

DATE OF ADOPTION: April 24, 2014
DATE OF IMPLEMENTATION: April 24, 2014
CROSS-REFERENCES: 1.202 School Day
1.203 School Calendar
5.205 Work Load

5.207 Annual Leave

Employees who are directly involved in teaching and learning

Employees who are directly involved in teaching and learning, including the Principals and Vice-Principals, shall be entitled to holidays in accordance with the School calendar approved annually by the Board. They shall not be entitled to any additional days, except as laid out in the leave entitlement of the School Policy Manual.

For leave outside the official School vacation permission is required from the Director or designee.

Employees who are not directly involved in teaching and learning

Employees who are not directly involved in teaching and learning are entitled to 24 working days annual leave with full pay. Annual leave will normally be granted at the request of the employee, except where doing so may cause inconvenience to the School.

The leave cycle for employees who are not directly involved in teaching and learning shall be 1st August to 31st July every school year.

Director

The Director is entitled to six weeks annual leave with full pay.

DATE OF ADOPTION: November 26, 2019
DATE OF IMPLEMENTATION: November 26, 2019
CROSS-REFERENCES: 1.201 School Year
1.203 School Calendar

5.208 Participation in Co-Curricular Activities

Co-curricular Activities form an important part of students educational experience. Teachers and teachers assistants are required to be involved in the after school activity program.

DATE OF ADOPTION: May 14, 2014
DATE OF IMPLEMENTATION: May 14, 2014
DATE of AMENDMENT : APRIL 25, 2018

5.209 Private Tutoring

Recommending private academic tutoring

The School is committed to providing a level of differentiated support and challenge for all our students, such that there should be no need for students to have additional academic tutoring, except in rare and exceptional cases. For this reason, individual Teachers shall not make recommendations for additional tutoring to parents or students. Only the Principal can make recommendations for additional tutoring, following consultation with the teachers of the student. If a teacher feels that such additional support might be helpful, that suggestion should be passed to the Principal.

Tutoring by holders of a Tanzanian Work Permit

Because of the restrictions of work permits, non-Tanzanian employees of the School may not provide any private tuition to any student outside normal school time, whether the tuition is paid or unpaid, and whether the tuition is to an IST student or to a non-IST student.

Tutoring by Tanzanian employees

Tanzanian employees of the School are allowed to provide private tuition to students, with the limitation that no employee of the School may provide any private, paid tuition to a student for whom he or she has any current professional responsibility. In addition, the following conditions apply:

- All tutoring must take place outside contractual hours,
- All planning and preparation for private tutoring must take place outside contractual hours,
- The School's consumable resources, such as stationery and photocopying, shall not be used for the private tuition,
- If the student attends the School, tutoring can be on school premises but only if the School would ordinarily be open,
- The School's facilities shall not be used for the tutoring of non-IST students, unless part of a group activity that has been booked according to the regulations,
- All applicable school policies and administrative regulations must be adhered to when tutoring on the School's premises, such as policies with regards to child protection, health and safety and confidentiality,
- The School's facilities must be booked in accordance with the administrative regulations,
- All tutoring is subject to prior permission of the Director.

DATE OF ADOPTION: May 14, 2014
DATE OF IMPLEMENTATION: May 14, 2014
CROSS-REFERENCES: 5.108 Work Permits

5.210 Consultancies and Other Professional Activities Outside School

Consultancies to other schools

Employees shall not perform consultative services to other schools, such as accreditation visits or IB evaluation visits, without prior permission from the Director. In case of the Director, prior permission must be obtained from the Board.

Other professional activities outside school

Employees may engage in professional activities outside the formal employment contract with the School only so long as such activities do not conflict with the best interests of the School and do not encroach upon the time ordinarily required for the employee's services.

The professional activities referred to here are those that relate directly to the work that an employee does at the School, for example a teacher doing professional work relating to school education or a member of the finance department undertaking finance work for another institution during their holidays or spare time. The School does not wish to deter the valuable voluntary and enriching activities that many employees undertake during their spare time. The School does, however, wish to be informed when those activities are related to the employee's professional role within the School, so as to guard against potential conflicts of interest.

The employee shall disclose such professional activities outside school to the Director, prior to the commencement of the activities. In the case of the Director, such disclosure shall be made to the Board.

DATE OF ADOPTION: May 14, 2014
DATE OF IMPLEMENTATION: May 14, 2014

5.211 Performance Assessment

Employees perform better if they have a clear understanding of their responsibilities and job expectations and are given timely and constructive feedback on their performance. To this end, the School shall support on-going supervision and assessment. All employees shall annually be assessed to promote continuous professional growth and improved performance outcomes. The performance assessment process shall be positive, supportive and constructive, aimed at enabling each employee to become more aware of his/her strengths and areas for development and supporting and challenging him/her to work toward the highest possible level of performance.

Key aspects of the performance assessment

The Director shall develop, implement and communicate a transparent performance assessment process that includes formal, clearly outlined criteria for the assessment of the employees' performance, clear procedures, and timelines for evaluation. The assessment process shall promote professional growth through a variety of methodologies, such as goal-setting, reflection, action plans and professional development plans. The assessment shall include on-going dialogue between the employee and his or her supervisor regarding his or her job expectations and performance. The assessment shall also include an element of self-reflection, allowing the employee to reflect upon and assess the effectiveness and adequacy of his or her performance as a key component for self-improvement. Furthermore, the performance assessment shall involve the supervisor observing the employee's professional practice. At any time, the supervisor may request that further formal evaluations take place.

Assessment Report

The performance assessment shall be recorded in a report that includes the identification of specific area(s) for improvement. If needed a specific time frame can be set. Each performance assessment report shall be signed by the employee and the supervisor. The completed, written assessment report shall be placed in the employee's personnel file.

Employees may attach their comments on the assessment if they wish to do so. This should be done in writing and submitted to the HR manager. The written comments shall be attached to the assessment report for inclusion in the employee's personnel file.

Performance assessment and contract renewal

The outcome of performance assessments may influence continued employment.

Confidentiality

All supervisors involved in performance evaluations shall keep the performance assessment and any discussions of the performance confidential. The School shall ensure that all written performance records remain confidential.

DATE OF ADOPTION: May 14, 2014
DATE OF IMPLEMENTATION: May 14, 2014
REFERENCES: 3.007 Performance Assessment of the Director
CROSS-REFERENCES: 5.203 Renewal of Contracts

5.212 Part-time Teachers

Part time teachers are defined as those teachers who are contracted to work for less than full time.

Salary placement

Salary placement for part-time teachers will be decided according to the same criteria as that of full-time teachers, except that salary is paid on a pro-rata basis. Teachers on part-time assignments of 60 per cent or more will receive salary increments as though a full-time employee. When less than 60 per cent, experience shall be accumulated to equal 60 per cent FTE before receiving an experience increment. Experience increment adjustments shall only be made annually and not mid-year.

Benefits

Part-time teachers will receive all statutory benefits as specified under the laws of Tanzania:

- Annual Leave
- Sick Leave
- Maternity/ Paternity Leave and Pay
- Pension Fund (pro-rata)

Furthermore, part-time teachers at IST working 50 per cent or more are eligible for the following benefits:

- Medical insurance for themselves (pro-rata)
- Personal development (pro-rata)

DATE OF ADOPTION: May 14, 2014
DATE OF IMPLEMENTATION: May 14, 2014
CROSS-REFERENCES: 5.205 Work Load
5.207 Annual Leave

5.213 Substitute Teachers

Substitute teachers are defined as those teachers who are employed to take over temporarily the work of an absent teacher. Long-term substitute teachers are substitute teachers who teach at least a quarter of a school year.

The role of the substitute teacher is similar to that of a regular classroom teacher. It is his/her responsibility to carry out the lesson plans left by the regular teacher, encourage each student to learn to the best of his/her ability and ensure that the class rules and school policies are followed.

The School shall make every reasonable effort to hire substitute teachers who are appropriately qualified. Only the Director is authorized to employ substitute teachers. No private arrangements can be made between a teacher and a substitute. The Director, assisted by the Principals, will maintain a list of qualified daily substitute teachers.

The rate of pay for substitute teachers shall be set by the Director. Substitute teachers shall be paid monthly, for the number of days worked, at the rate set by the Director and in accordance with documented payment regulations.

Substitute teachers are subject to all school policies and regulations and are covered under the School's general commercial liability insurance program.

DATE OF ADOPTION: May 14, 2014
DATE OF IMPLEMENTATION: May 14, 2014

5.3 Leave

5.300 Public Holidays

Public Holidays are for the observance of national, religious, or cultural significance which all employees are entitled to take as paid leave. The School shall observe all public holidays announced by the Tanzanian Government.

5.301 Personal Business Leave

Personal Business Leave is granted to teachers and teacher assistants to conduct personal business that cannot otherwise be conducted outside the school day. Teachers are granted up to one day personal business leave per year with pay. This leave cannot be used adjacent to scheduled holidays.

The day off for personal business leave does not accumulate and cannot be encashed. All requests must be submitted in writing to the Principal and the Director at least five school days before the start of the leave, providing the reason for the absence. The Principal/Director may deny a leave request for a specific date if it would be difficult to operate the school due to other factors. Personal leave cannot be used in conjunction with interview leave.

DATE OF ADOPTION: November 26, 2019

DATE OF IMPLEMENTATION: November 26, 2019

5.302 Interview Leave

Teachers, Professional Management and Senior Leadership who are overseas hire may be granted 5 working days leave of absence with full pay to attend an interview or job fair during the final year of a multi-year contract and during the final year of subsequent contracts as approved by the Director.

Teachers and Professional Management members with 80% teaching load or more who are local hire, may be granted 5 working days leave of absence with full pay to attend an interview or a job fair during the final year of a multi-year contract and during the final year of subsequent contracts as approved by the Director.

5.303 Compassionate Leave

On the death or serious illness of an immediate family member (spouse/partner, child, father, mother, sister, brother) compassionate leave of up to two calendar weeks (ten working days), with full pay, may be granted by the Director.

5.304 Medical Leave

An employee wishing to claim paid medical leave shall:

- a. As soon as is reasonably practicable, notify his or her Principal or direct supervisor of the absence and the reason for it.
- b. Produce, if required by the Principal or direct supervisor, a medical certificate obtained from a medical practitioner (GP) or where it may be necessary, a medical practitioner nominated by the school.
Subject to the above provisions, the employee will be entitled to paid medical leave within the following limits:
- c. During the first three months of continuous illness, the employee shall be paid full wages for each month.
- d. Where medical leave continues for a further three months, the employee shall be paid half wages for each month.

After the expiration of the three months prescribed in paragraph (d) above, an employee's contract may be terminated on medical grounds.

For the purpose of this section, "medical certificate" refers to a document from a medical practitioner certifying that the employee is unfit to work.

5.305 Maternity Leave

The School's maternity leave policy is guided by the following provisions outlined in the Tanzania Labour Law:

An employee shall give notice to the School of her intention to take maternity leave at least 3 months before the expected date of birth and such notice shall be supported by a medical certificate. A medical certificate verifies the pregnancy and confirms the expected birth date.

Maternity leave will begin on the date of birth (unless a prospective mother prefers a start in week 36 or onwards)

In case a pregnant woman chooses to travel abroad for delivery, the period between week 36 and up to delivery date will be seen as paid travel leave; In case a pregnant woman is intending to take this travel time, she needs to notify her supervisor at least three months prior to departure.

Any additional leave to be taken prior to this travel time or any time needed for local travel will be reviewed case by case, based on the discretion of the Director.

No employee shall work six weeks after the birth of her child, unless a medical practitioner certifies in writing that she is fit to do so.

The employee has the right to return to work to the same job and on the same terms and conditions of employment after the period of maternity leave. No employer shall require or permit a pregnant employee or an employee who is nursing a child to perform work that is hazardous to her health or the health of her child.

An employee shall be entitled to full maternity leave and pay every three years (within a 36 month cycle).

Maternity leave will include:

- 84 calendar days paid maternity leave inclusive of school holidays; or
- 100 calendar days inclusive of school holidays paid maternity leave if the employee gives birth to more than one child at the same time.

An employee is entitled to an additional 84-calendar days inclusive of school holidays paid maternity leave within the leave cycle if the child dies within a year of birth.

The School will grant the employee paid maternity leave up to the maximum of 4 pregnancies during the duration of employment at the School.

Where an employee is breastfeeding a child (or children), the employer shall allow the employee to feed the child(ren) during working hours up to a maximum of two hours per 'working' day for six consecutive months after the completion of the maternity leave.

Paid benefits apply unless similar benefits are offered by the spouse who is employed elsewhere.

DATE OF ADOPTION: April 27, 2017

DATE OF IMPLEMENTATION: April; 27, 2017

5.306 Paternity Leave

Upon becoming a father of a child, the School will provide paid paternity leave to all employees up to a maximum of two calendar weeks inclusive of any school holidays provided the leave is taken consecutively.

The employee must be the biological father of the child. These are the total number of days to which an employee is entitled irrespective of how many of the employee's children are born within the leave cycle.

An employee shall give notice to the employer of his intention to take paternity leave at least 3 months before the expected commencement of this leave. The School will grant the employee paid paternity leave up to the maximum of 4 pregnancies of the spouse or partner, during the duration of the father's employment at the School. An employee shall be entitled to full paternity leave and pay every three years (within a 36 month cycle).

The Director based on the circumstances and the needs of the School may grant extended unpaid leave for medical purposes. In such cases, the School reserves the right to ask the employee for a second opinion from a medical practitioner of the School's choosing. The School's Medical Leave Policy and/or Compassionate Leave Policy will govern this leave.

Paid benefits apply unless similar benefits are offered by the spouse who is employed elsewhere

DATE OF ADOPTION: November 26, 2019

DATE OF IMPLEMENTATION: November 26, 2019

5.307 Adoption Leave

After one year of continuous service to the School, full time employees adopting a child (or the adoption of more than one child at the same time) will be granted paid leave up to forty-five calendar days, inclusive of school holidays, per school year.

When both adopting parents are full time employees of the School and each has at least one year of continuous services, only one member of the family may take such leave at a time. The leave period of forty- five calendar days, inclusive of school holidays, may be shared between the two parents.

The Director has the authority to allow the couple to take this leave concurrently splitting the number of days between them.

Leave commences no more than five days before the child is brought to the home. Up to three days of additional leave for each adopting parent may be granted for court appearances or orphanage visits either before or after the adoption leave. Request for additional leave due to court appearances or orphanage visits will be considered as unpaid leave. Satisfactory proof of adoption and/or court appearances is necessary.

DATE OF ADOPTION: November 26, 2019

DATE OF IMPLEMENTATION: November 26, 2019

5.308 Exception and/or discretionary unpaid leave

Employees may request leave from work for an exceptional situation that is not otherwise granted by law or covered by other leave entitlement in School policy. Exceptional Leave requests are granted at the Director's discretion.

The following are examples of reasons for which the Director may approve an Exceptional / Discretionary Unpaid Leave. This list is not intended to be exhaustive and leave requests for other circumstances may be granted as unpaid leave.

Bereavement Leave (including relatives not considered under compassionate leave)

Leave for Religious Observations

Emergency Leave

Interview Leave (to accompany a partner or spouse to a job interview)

Extended Maternity Leave

Extended Paternity Leave

Unpaid leave will include salary deductions and will be made on a pro-rata basis on the following formulae:

- **Employees on Teaching staff contracts:** 1 day's pay is equal to 1 day divided by the 270 days multiplied by the annual salary.
- **All other staffing categories:** Monthly pay divided by the calendar days in a month multiplied by the number of days unpaid.

DATE OF ADOPTION: November 26, 2019

DATE OF IMPLEMENTATION: November 26, 2019

5.309 Examination Leave

Examination leave may be granted only for attendance at examinations or teaching practicum for a course that is sponsored by the school. Examination leave applies to only Administrative Management and Technical Staff, Teacher Assistant and Support Staff.

Examination Leave does not apply to retakes or re-sits. Where an examination takes up only part of the working day, the employee is expected to report to work for the remainder of the day. The leave request form should be accompanied by an examination timetable. Paid examination leave is at the discretion of the Director.

5.310 Unauthorized Absence

The School will consider unauthorized absence when an employee fails to notify the Director, Principal, or direct supervisor of his/her absence; takes an extended leave not authorized by the Director or takes absence from duty not specifically covered as leave entitlement in School Policy.

Repeated unauthorized absences may be subject to action under the School's Disciplinary Procedure.

5.4 Personnel Files

A personnel file is considered to be an accumulation of documents relating to the terms and conditions of employment of an employee. All personnel files shall be maintained and kept confidential in a secured location at School.

Contents

Unless otherwise provided in this policy, the personnel file shall include, but not be limited to, records and documents collected and retained by the school relating to the employee's recruitment, employment contract, leave, salary, performance evaluation, disciplinary or grievance action or termination of employment.

Medical Records

Pre-employment medical records, job-related medical examinations and / or inquiries will be included in the personnel file and a copy of the document given to the employee.

Access to personnel file

An employee may have access to his or her personnel file, with the exception of confidential employment references, by making a formal request to the Director. Personnel files may not be removed from the office where they are kept. Only the following people should be granted access to individual personnel files; the Director, Senior Human Resources Staff, Principals and the Schools' Executive Secretary.

Retention

As required by the Tanzanian Employment and Labour Law 2004, the School shall retain the records of an employee for a period of at least five years after termination of his or her employment.

DATE OF ADOPTION: March 04, 2015

DATE OF IMPLEMENTATION: March 04, 2015

DATE OF AMENDMENT:

CROSS-REFERENCES:

5.5 Code of Conduct

IST Employee Code of Conduct

IST is fully committed to the protection of children and their educational wellbeing, along with the reputation of the School. The code of conduct, while it may seem to be stating the obvious and thus be unnecessary, should be viewed within the context of what is necessary to protect. It indicates the standard of professional conduct expected of IST employees (teaching and non-teaching staff).

The code of conduct cannot address every possible circumstance in which an employee may find themselves. However, it is intended that employees are mindful of the Code in relation to the judgements which they will be called upon to make in situations which may occur both within and outwith the professional context. IST believes that it has a duty to ensure that the boundaries of professional conduct are clear and community trust in teaching and non-teaching staff is maintained.

IST employees shall:

1. Make the well-being of students the fundamental criterion in all decisions and actions.
2. Act as a positive role model to students, supporting, challenging them and inspiring them to fulfil their potential.
3. Treat all students, parents, carers and colleagues fairly and with respect, without discrimination.
4. Treat sensitive, personal information about students with respect and confidentiality and not disclose it unless required to do so by the School or by law.
5. Maintain an up-to-date knowledge and understanding of, implement, and comply with, child Protection procedures.
6. Maintain appropriate professional boundaries, avoid improper contact or relationships with students and respect their unique position of trust as a teacher.
7. Raise any concerns which they may have about the behaviour of any colleague in connection with a child, using the appropriate procedures in place.
8. Willingly implement and carry out the policies and regulations established by the Board and the School leadership.
9. Avoid making malicious or unfounded criticisms of, or accusations about, colleagues that may undermine them professionally or in the professional judgements they make.
10. Work in a collegiate and co-operative manner with colleagues.
11. Avoid situations both within and outwith the professional context which may call into question their fitness to perform their duties.
12. Avoid accepting any gratuity, gift or favour that might impair or appear to influence professional decisions or actions.
13. Maintain and develop their professional knowledge and skills through continuing Professional Development and maintenance of reflective good practice.
14. Avoid speaking disparagingly in public about school programmes or colleagues.
15. Honour all contracts until fulfilment or release.
16. In word and action, support the Mission, Values and Aims of IST.

DATE OF ADOPTION: May 07, 2015

DATE OF IMPLEMENTATION: May 07, 2015

DATE OF AMENDMENT:

CROSS-REFERENCES:

5.6 Workplace Harassment and Bullying

Workplace Harassment and Bullying

Introduction

The School does not tolerate harassment or bullying at the workplace in any form. The School shall provide a work environment that supports the productivity, dignity and self-esteem of every employee.

Every employee must be treated fairly in the work place, in an environment free of implicit or explicit harassment or bullying.

Definition of Terms

1. Harassment is defined as unwanted conduct and improper behaviour by a person employed by the School, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.
2. Bullying is defined as offensive, intimidating, malicious or insulting behaviour, by a person employed by the school resulting to the abuse or misuse of power through means that undermine, humiliate, or injure the recipient.

Forms of Harassment and Bullying

Harassment or Bullying may be present in the form of words gestures or electronic communication that may cause an intimidating hostile or offensive work environment. Harassment or Bullying may be deliberate or unsolicited. It may often consist of a series of incidents, but it may be brought about by a single incident only.

Harassment or Bullying may be based on the following prohibited grounds of discrimination: race, national or ethnic origin, colour, religion, belief, ancestry, age, sex, marital status, sexual orientation, mental or physical disability. Harassment or Bullying may include rumours, jokes, innuendo, demeaning comments, pranks, and gestures.

Other Forms Of Workplace Harassment or Bullying

1. Sexual harassment, as one form of workplace harassment, means an unwanted conduct, comment, gesture or contact of a sexual nature that might reasonably be expected to cause offence or humiliation to any employee. The employee may reasonably perceive sexual harassment as placing a condition of a sexual nature on employment or on an opportunity for training or promotion. Sexual harassment includes unwelcome remarks, jokes that cause awkwardness or embarrassment, innuendoes or taunting, displaying inappropriate material, and unwelcome requests. Both male and female employees can be either the injured party or the offender.
2. Abuse of authority occurs when an individual improperly uses the power and authority or power of influence inherent in his or her position to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of the employee, or in any way interfere with, or influence the career of, the employee.
3. Abuse of authority may also consist of conduct that creates hostile or an offensive work environment which includes, but not limited to, intimidation, threats, blackmail or coercion. Abuse of authority includes verbal aggression or insults, calling someone derogatory names, and spreading malicious rumours.

For the purpose of this policy, the mere expression of constructive disagreement, criticism or similar action regarding to the employee's work performance, conduct or related issues within a supervisory relationship, shall not normally be considered harassment or bullying within the meaning of this policy.

Such work-related disagreement is dealt with accordingly under the Performance Appraisal procedure.

Responding to Harassment or Bullying

In the first instance and where possible, an employee who has been harassed or bullied should discuss the complaint with the person involved with the aim of finding a suitable solution.

In some cases it may be possible to rectify the matter informally by involving a third person or mediator. Employees may choose to seek support from a member of the Teachers Association Executive, School recognised Trade Union or Human Resource representative.

However, it is accepted that in some circumstances this may not be possible and the employee has the right to submit a written complaint in accordance with the School's Grievance policy.

If a formal complaint is made about an employee's behaviour it will be fully investigated and dealt with in accordance with the procedure outlined in the Grievance Policy which may result in disciplinary action.

Preventative Measures

The School will take the following steps to prevent and address harassment and bullying in the workplace:

- Early intervention and response to prevent or minimize harassment and bullying
- Informing employees about the policy
- Training management, supervisors and employees to recognize, responding to and reporting incidents and complaints of harassment and bullying.
- Regularly reviewing and updating the processes in addressing workplace harassment and bullying.

DATE OF ADOPTION: February 4, 2016

DATE OF IMPLEMENTATION: February 4, 2016

REFERENCES:

CROSS-REFERENCES: 5.005 Equality and Diversity
5.18 Grievance Procedure
5.21 Code of Conduct policy]
5.302 Disciplinary Measures
5.303 Temporary Suspension
5.600 Termination of Employment
5.606 Right to Appeal

5.7 Grievance

Definition of a Grievance

A grievance shall be interpreted as a concern, problem or complaint that the employee raises with the School. This might include:

- The nature or range of duties as detailed in the job description
- School working arrangements (teaching work load, contractual working hours, school work year)
- Organizational change
- Contractual terms and conditions of employment
- Working environment / Health & Safety matters
- Senior Leadership / Management decisions
- Working relationships with Supervisor or colleagues
- The implementation of School policy

Principles

- It is incumbent on both parties to the grievance to treat the grievance seriously, in a respectable manner and actively to seek conciliation
- At any stage of the grievance the employee has a right to be accompanied and assisted by a fellow employee or a representative from the Teachers' Association in dealing with the grievance.
- A grievance may be withdrawn at any point in the procedure without prejudice.
- Failure by the grievant to appeal a decision to the next level in the procedures within the time limits shall conclude the grievance.
- If the Principal/Director fails to respond within the prescribed time limit, the grievance will automatically go to the next step.
- Time limits in the grievance procedures may be extended by mutual written signed agreement.
- Written records of information used in the course of resolving a grievance must be relevant, documented as required and copied to those involved in the grievance. Dates and prescribed time limits shall be kept and made available to all parties to the grievance.

Grievance Procedures

Informal Grievance Process

Grievances can often be resolved quickly and informally through discussion with the employee's immediate supervisors where every effort will be made to resolve matters informally.

- An employee can raise his / her grievance with the immediate supervisor who will discuss the employee's concerns in confidence with him/her, investigate as appropriate, and attempt to address his/her concerns fairly and promptly.
- It is the supervisor's responsibility to seek to resolve the grievance informally and to notify the individuals of the outcome. This would normally take the form of a summary note of the discussions and its outcome.
- Where the supervisor fails to resolve the grievance to the aggrieved employee's satisfaction within five working days, or any other agreed period, the aggrieved employee may proceed to the formal grievance process.
- If the grievance is against the employee's supervisor it should be raised with the Supervisors' line manager who will seek to resolve the matter informally as appropriate. In case the supervisor is the Director, the grievance should be raised with the Board Chair.
- If deemed necessary, the Director might approve external mediation support to assist in resolving the matter.

Formal Grievance Process

Step 1 - If the grievant is not satisfied with the resolution at the informal stage he/ she may in writing submit a formal grievance to the Principal or Senior Manager. The formal grievance shall specify the nature of the grievance, the parties involved and the solution sought at the informal stage.

Step 2 - Within 5 work days, or a period agreed by all parties, the Principal or Senior Manager shall investigate the matter and communicate his/her decision in writing, giving supporting reasons, to the parties involved. A copy shall be provided to the Director.

Step 3 - If the grievant is not satisfied with the decision given at Step 2, he /she may, within five working days of receiving the decision, or a period agreed by all parties, appeal to the Director by submitting all documents presented in Step 2. A copy of this letter shall be sent to all parties. The Director shall obtain and document whatever information he/she considers necessary to reach a decision. If the Director interviews the parties to the grievance, all parties must be present, and a signed record of the discussions must be kept. Within ten working days of receiving the appeal, the Director shall provide a written statement of his/her decisions to the aggrieved employee, with a copy sent to all parties.

Step 4 - If the aggrieved employee is not satisfied with the decision given at Step 3, he / she may within five days appeal to the Board by submitting all the documentation from Step 1, 2, and 3 together with a letter to the Board Chair stating the grievance. Copies of this letter shall be sent to all parties. The grievance will be presented to the Board in closed session. At that time the grievance will be considered with all documentation for discussion.

The Board may request all the parties to the grievance to appear at the closed session to answer questions and/or provide clarifications. If any of the parties are requested to appear, all parties to the grievance are to be informed and may attend if they so desire. The Board, in seeking to resolve the grievance, may adjourn the meeting or defer its decision if this is considered appropriate to promote conciliation or obtain further information on relevant factors.

After due consideration, taken in the absence of any parties to the grievance, the Board shall provide all parties to the grievance with the decision in writing. Such decisions will be final and binding.

DATE OF ADOPTION: March 04, 2015
DATE OF IMPLEMENTATION: March 04, 2015
DATE OF AMENDMENT:
CROSS-REFERENCES:

5.8 Disciplinary Policy

Introduction

The following procedure covers all staffing categories including the Director. The Board will be responsible in taking any disciplinary action against the Director.

Employees shall be informed of their rights under the Tanzanian Labour Law in the case of any disciplinary measures taken against them.

Where there is a suspected breach of professional ethics or conduct, advice should be sought from the Director and /or Human Resources before any action is taken. Documentary evidence will normally be gathered by the appropriate Principal, supervisor or human resources and provided to the employee. The purpose of this is to establish the facts that have led to the disciplinary action which include:

- Speaking to the employee concerned to explain that they are subject to an alleged breach of professional ethics or conduct
- Describe the nature of the complaint
- Obtain an initial response from the employee
- Briefly summarize the facts.

The following stages in the disciplinary procedure reflect the increasing gravity of offences or subsequent failure to remedy identified behaviour or conduct. Initial and subsequent actions will be selected according to the seriousness of the offence and the outcome of previous actions. In the case of a serious breach of professional ethics or conduct, the process may begin at paragraph 4.

1. Informal Action

For an initial or minor breach of professional ethics or conduct; a verbal warning may be issued. In some cases, it will be considered appropriate to deal with the matter by issuing the employee with advice and instructions as to expectations of their future conduct. Where such a management instruction is given, record of this will be kept on file.

2. Disciplinary Action

If there is a further breach of professional ethics or conduct after a verbal warning, there could be a formal written reprimand (or even a final written reprimand) setting out the nature of the disciplinary, the improvement required and timescales allowed. Details of such disciplinary action should be given in writing to the employee, documented and record of this kept on file.

Where there is a further suspected breach of professional ethics or conduct, or there is still a failure to improve following a formal reprimand and conduct is still unsatisfactory and the employee still fails to reach the prescribed standards, then a disciplinary meeting will be held.

3. Disciplinary Meeting

Where it is decided that there is a case to answer, the employee concerned should be informed in writing giving not less than 5 working days' notice that she / he is being called to respond to the disciplinary allegations (which will be specified in the letter) before a disciplinary committee. Any documentary evidence to be considered in connection with the allegation should be included. The employee will have the right to be accompanied by a colleague.

In the case of the Director, the disciplinary committee will be composed of, but not limited to:

- Nominated members of the Board

In the case of a Principal, or Senior Leadership, the disciplinary committee will be composed of, but not limited to:

- The Director
- Nominated members of the Board
- Another member of the School Leadership

For all other staff, the disciplinary committee will be composed of, but not limited to:

- A member of the School Leadership
- The immediate supervisor
- A HR representative or delegated other
- An appointed member of staff

The disciplinary committee will appoint a chairperson to convene a disciplinary meeting of further misconduct following a written warning or warnings or an allegation of serious misconduct.

The work of the disciplinary committee will be conducted in strictest confidence. After hearing the evidence, the chairperson will make a decision on how to proceed and what action to take.

Repeated acts of less serious misconduct and where in concluding that the misconduct has made the employment relationship intolerable to be continued, termination of employment may be a decision taken by the disciplinary committee.

Where the employee is not satisfied with the decision of the disciplinary committee, he or she may appeal through the appeal procedure, as outlined in paragraph 5.

In very serious situations such as an act of gross misconduct, the Board, Director or a member of the Senior Leadership may pre-empt the above stated procedures or suspend the employee pending further investigation. Where there is a decision to terminate an employee on the grounds of gross misconduct, the Director is empowered to terminate and notify the Board of his decision. This will follow the procedures outlined in the contract under the clause 'other conditions of this employment contract'.

In the case of all disciplinary action, the direct supervisor has a responsibility to inform the Director. Where there is a case of disciplinary action taken against an employee within the following categories; school leadership, professional management and teachers, the Director will keep the Board informed.

4. Suspension

At any stage the Director may consider whether the employee should be suspended on full pay and benefits pending further investigation. Suspension is the temporary removal of an employee from his/her position during an investigation or if, in the opinion of the Director, in consultation with the employee's supervisor the continued presence of the employee is detrimental to a child or the proper functioning of the School. When such an event occurs, the Director or a HR representative shall meet with the employee and subsequently advise the employee of the suspension decision in writing. The Director shall immediately inform the appropriate Principal, supervisor, Teacher Association Executive or the union executive of the suspension.

Suspension shall last no longer than is necessary to provide the School adequate time to investigate and take appropriate action, or thirty calendar days exclusive of School holidays, whichever time is less. The decision to suspend an employee will be imposed after careful consideration to ensure that it is not unnecessarily protracted. If the decision is to proceed with a disciplinary action, the employee will be notified of the nature of the complaint and the procedure to be followed

5. The Right to Appeal

Where an employee feels that the decision and outcome of the disciplinary meeting taken against them is wrong or unjust, or that the procedure had not been followed correctly, they have the right to appeal against the decision.

An appeal setting out the grounds must be put in writing to the the Chair of the disciplinary committee. The Chair of the disciplinary committee will provide a written summary providing the reasons for the disciplinary action to the appropriate person considering the appeal.

- Where the Disciplinary Committee was chaired by a member of the Board, the appeal will be made to the Board Chair.
- Where the Disciplinary Committee was chaired by the Director, the appeal will be made to the Board Chair.
- Where the Disciplinary Committee was chaired by a member of the School Leadership other than the Director, the appeal will be made to the Director.
- Where the Disciplinary Committee was chaired by the Principal or any other senior staff member, the appeal will be made to the Director .

The appeal will be dealt with impartially and the employee will be informed in writing of the decision within 5 working days on receipt of the appeal. The person considering the appeal may:

1. dismiss the appeal
2. uphold the appeal, or
3. substitute a lesser penalty.

An appeal cannot result in a more severe penalty than that originally imposed and the decision at appeal is final.

6. Termination

The Director shall keep the Board informed of all suspension or disciplinary cases that may result in any termination. The Director is empowered to terminate an employee where there is an act of gross misconduct.

7. Gross Misconduct

Gross misconduct is misconduct at school or outside school, serious enough to destroy the contract agreement and make any further working relationship and trust impossible. Some examples of the kinds of offence likely to be treated as gross misconduct are, but not limited to:

- intoxication (to include alcohol or drugs) or disorderly conduct sufficient to have an effect on the employee's ability to carry out their duties
- fighting, violence towards others or destruction or damage of school equipment or premises
- fraud or deliberate falsification of school records for personal gain
- theft of property
- gross negligence of duties
- gross insubordination
- significant or sustained breach of the code of the code conduct

8. Recording & Documentation

Written records and documentation of any disciplinary incident, suspension and disciplinary action shall be kept in the employee's personnel file.

Written warning and final written warnings should be kept in the employee's personal file and remain operative for six months. Where the employee reaches the prescribed standards outlined in the disciplinary action, documentation will be provided in the personnel file.

9. Raising a Grievance

Where an employee raises a grievance during a disciplinary process there will be careful consideration to whether to temporarily suspended in order to deal with the grievance or to proceed with the disciplinary process. Where the grievance and disciplinary cases are related, it may be appropriate to deal with both issues concurrently.

DATE OF ADOPTION: March 10, 2016

DATE OF IMPLEMENTATION: March 10, 2016

REFERENCES:

CROSS-REFERENCES: 5.7 Grievance Policy
5.600 Termination of Employment
5.606 Right to Appeal

5.9 Termination Of Employment

The School reserves the right to terminate the employment of an employee at the end of his or her employment contract or at any earlier time during the contract period. The School shall not terminate an employment contract if it fails to prove that the reason for the termination is valid and fair.

In accordance with the Tanzanian Employment and Labour Relation Act 2004, a fair reason to terminate an employment contract may be on the grounds of the employee's conduct, incapacity, incompatibility, or based on the operational requirements of the employer.

5.900 Decision and Authority to Terminate

The Director is authorized to take all actions regarding the employment of the School's employees. The powers of the Director include, but are not limited to:

- the power to request the resignation of an employee
- to act upon the resignation of an employee
- to reduce the number of employees
- to terminate the contract of an employee
- to decide not to renew the contract of an employee

Before exercising his or her authority to terminate the contract of an employee, the Director shall notify the Board when a situation begins to look like a potential case for termination and shall inform the Board before any termination takes place. Where there is a need for retrenchment or redundancy, the Director shall inform the Board of the operational requirements.

5.901 Reasons for Termination of Contract

5.901.1 Termination upon non-issuance of work permit

Employment for foreign employees is conditional upon the initial issuance and subsequent renewal of a Tanzanian work permit. Where the School is unable to obtain a work permit, residence permit, or other documents allowing the employee to work as a foreigner in Tanzania, the contract will automatically terminate.

Under the contract agreement, the employee will receive salary for three (3) months from the date of the Ministry's final decision. In addition to salary, the employee will also receive proportionate pension.

5.901.2 Termination upon successful completion of contract

When the employment contract of an employee expires, the contract may either be renewed or terminated.

5.901.3 Automatic Termination

Automatic termination occurs in instances such as the end of a temporary assignment, the conclusion of a particular work or the death of the employee.

5.901.4 Termination of employment by Mutual Agreement

Employment contracts may be terminated by mutual agreement between the School and the employee. The School and the employee may terminate an existing employment contract through a "mutual termination agreement" on the basis that, notification is exchanged between the School and employee according to defined contractual notice.

Where both parties agree to the decision to terminate the contract, it will be required to execute a mutual termination agreement in writing in order to demonstrate the common will of the parties regarding the end of the employment contract. Either parties can terminate the contract giving the other party 3 month's notice or payment in lieu of the notice.

5.901.5 Resignation by the Employee

Employees on Teacher Assistant and Support Staff contracts shall provide notification of their resignation to the School by either giving 3 month's notice or payment in lieu of the notice during the period of the existing contract.

Employees on School Leadership, Teachers or Professional Management contracts shall provide notification of their resignation to the School by either giving a 3 months notice or three months salary in lieu of the notice during the period of the existing contract. In the event that the employee resigns from employment or fails to complete the terms the contract agreement without a valid and acceptable cause as determined by the School Director, the employee will forfeit all entitled benefits virtue of the existing contract agreement e.g medical cover. In addition, the employee will be required to refund a proportionate part of the fees paid by the School for recruitment related costs including Search recruitment fees and cost for visas. The entitled benefits will differ for employees on Local and Overseas hired contract agreements.

5.901.6 Resignation in emergency situations

In the case of an emergency such as related to the employee's health, personal or family problems, an employee may request that their contract be terminated. This is subject to the approval of the Director, and in compliance with the termination clause in the employment contract.

5.901.7 Retirement

The compulsory retirement age for all employees is 60 years. This is effective at the end of the contract period in which the employee becomes 60 years of age.

There may be exceptions to this policy for Teachers of Tanzanian nationality and employees on Teacher Assistant or Support Staff contract who may be granted on a year to year and case by case basis only, with the Director's approval and on the recommendation of the appropriate Principal. Exceptions may be granted only to those whose continued professional excellence or special contributions to the School would be difficult to replace.

The School will not offer a renewal contract to foreign teachers on either Overseas-Hired or Local-Hired contracts beyond the age of 60.

Notice for Retirement: All employees due for retirement shall be notified not less than six months prior to his or her retirement.

5.902 Reasons for Termination of Contract by the School

Termination by the School will be in strict adherence to the School's disciplinary procedures as guided by the Labour Laws of Tanzania. In the case of such termination, the employee is entitled to all relevant terminal benefits. Termination by the School may be on the grounds of the following:

5.902.1 Termination during probation period

In accordance with the Tanzanian Labour Law, all employees are subject to a three months probationary period immediately following the commencement of the initial contract, during which either party can terminate the employment contract by giving at least one month's notice. At the end of the probationary period the employee shall be informed in a meeting whether his/her performance is satisfactory and whether the employment contract is continued, terminated, or the probation period is extended for a further period. Termination during the period of probation may be effected by either party giving one month's notice in writing, or one month's salary in lieu of notice.

5.902.2 Termination on grounds of Misconduct

The School may terminate the employee's employment contract in the case of a breach of professional ethics or conduct. When Disciplinary Measures have been fairly applied and the outcome is to terminate the employee's contract, the Director shall inform the Board of these intentions.

5.902.3 Termination on grounds of Gross - Misconduct

Any misconduct of a sufficiently serious nature may be deemed gross misconduct. Examples of gross misconduct are provided in the Disciplinary Policy (Policy 5.8). When Disciplinary Measures have been fairly applied and the outcome is to terminate the employee's contract, the Director shall inform the Board of these intentions.

5.902.4 Termination due to Incapacity

Termination on the grounds of incapacity is when the employee is temporarily or permanently unable to fully undertake his or her duties and fulfil his/her contractual obligations. Incapacity may cause the employee to not render his/her duties properly, or not at all due to:

- Physical incapacity due to ill health or injury.
- Psychological (mental) disability due to stress, illness mental limitation, trauma etc.
- Chronic disease resulting to continued absence.

5.902.5 Termination on the grounds of Incompatibility

Termination on the grounds of incompatibility is when there is inability of the employee to work in harmony with other employees or within the mission and values of the School. Termination due to incompatibility would result to an irreconcilable breakdown of trust and confidence in the employment relationship.

5.902.6 Termination for professional reasons

Termination related to performance includes, but is not limited to:

- Unacceptable work performance.
- Consistent work performance that is below average despite appropriate personal development and/or professional support.
- Habitual or wilful negligence in the performance of work.
- Gross incompetence or the inefficiency in the employee's performance of work.

5.902.7 Termination Based on Operational Requirements

Termination may occur on the grounds of operational requirements, which may be considered as one of the following factors:

Economic Needs: These are requirement that relate to the financial well being of the School. This could be for a variety of reasons for example when under-enrolment may lead to a deficit budget and may result in the need to reduce employees, terminate specific subjects or subject areas.

Technological Needs: These are requirements that may result in the introduction of new technology or fully established systems or computerization that become sufficient effective School operations and may result in the need to reduce the number of employees.

Structural needs: These are requirement that relate to a situation where positions become redundant as a result of the restructuring of the team or department that is beneficial requirement to the overall operations of the School.

Notice and Selection for Retrenchment or Redundancy

In the case where it becomes necessary to reduce the number of employees due to operational requirements, the Director shall inform the Board of the intention for the reduction in workforce. This shall take into account the reasons for the intended retrenchment or redundancy, any measures to avoid or minimize the intended retrenchment or redundancy, the method of selection of the employees to be retrenched or made redundant, the timing of the retrenchments or redundancies, and severance pay in respect of the retrenchment or redundancies.

The Director shall give notice of the intention to retrench or issue a redundancy notice and disclose all relevant information on the intended retrenchment or redundancy for the purpose of proper consultation to the employee as early as possible.

Where selection procedures apply, the selection of 'at risk' employees shall be carried out in a fair and objective manner, shall be transparent and non-discriminatory and shall be based on retaining employees with the skills, attributes, qualifications or abilities most suited to the current and future needs of the School. Upon making the disclosure, the School shall consult any registered trade union and any employees not represented by a recognised or registered trade union.

Any employee whose employment contract is terminated because of a reduction in workforce will be given terminal benefits. If retrenchment or redundancy is necessary following the employee's formal acceptance of the offer of an employment contract elsewhere, but before the commencement of the contract, the contract termination procedures will apply with the earliest notice or payment in lieu of notice being from the first day of the new contract.

Employees at risk of redundancy have a responsibility to carry out their own job search and may request for leave to attend interviews.

5.903 Force Majeure (Emergency Closure)

If the temporary or permanent closure of the School is required by events outside the control of the School, the Board may declare Force Majeure.. Force Majeure events include, but are not limited to: natural disasters, war, hostilities, civil disturbance, acts or threats of terrorism, outbreak of infectious or contagious disease or the Tanzanian government prohibiting or impeding the School from performing its operations. Force Majeure will be invoked only at a time of acute crisis and/or extended disruptions without anticipated resolution and the Board will have the sole responsibility for declaring Force Majeure. The School will follow the procedures outlined in Policy 8.14 - Emergency School Closure Procedures.

5.904 Letter of Reference

On termination of employment the School shall issue to an employee a prescribed certificate of service. When termination is due to misconduct or gross misconduct, the School will issue a standard letter providing only factual information such as dates of employment, job title and summary of duties.

5.905 Right to Appeal

An employee may appeal against a decision to dismiss him/her. The employee must be specific about the grounds of their appeal. All appeals regarding termination of employment shall be made to the Board. The Director has the responsibility to prove that the reason for the termination was fair and valid and that the procedure followed for termination was fair.

Termination as a result of Force Majeure is non-grievable and shall not be considered by the School as a dispute.

DATE OF ADOPTION: December 07, 2016

DATE OF IMPLEMENTATION: December 07, 2016

REFERENCES: Employment and Labour Relation Act 2004

CROSS-REFERENCES: 5.106 Health and Medical Requirements
5.108 Work Permits
5.202 Probationary Period
5.211 Performance Assessment
5.304 Medical Leave
5.5 Code of Conduct
5.8 Disciplinary Policy
8.14 Emergency School Closure Procedures

5.11 Contracts

5.11.6 Termination

Termination during the Probationary Period

As stated in the contract.

Termination after the Probationary Period

As stated in the contract.

5.11.7 Summary Termination

The Director is empowered to suspend but not to summarily terminate professional teaching staff. Cases of summary termination shall be referred to the Board.

Revised May 30, 2010

5.11.8 Redundancy

Redundancy is defined as a reduction in professional staff by contract termination which is necessitated by a reduction in student enrolment in the school as a whole, in a specific grade level or in a specific class or subject area.

In the case of contract termination through redundancy all provisions for notice or payment in lieu of notice will be as described in the contract.

In the case of contract termination that is necessitated by redundancy, the school will make every effort to inform the individuals concerned as early as possible. However, the October 31st deadline (Section 5.11.5.4 above) by which to inform a professional staff member that there is a doubt about the contract is not applicable in the case of redundancy.

If redundancy is necessary following the formal acceptance of the offer of a contract but before the commencement of the contract, contract termination procedures will apply with the earliest notice or payment in lieu of notice being from the first day of the new contract.

The professional staff to be made redundant will be within the division (Elementary or Secondary), classes or subject area that has seen the reduction in student enrolment.

The criteria used in the selection of professional staff for redundancy consideration are as follows:

- 1 Professional staff considered for redundancy will be those who have had an unsatisfactory appraisal and have followed the procedures following an unsatisfactory evaluation (within the previous 5 years).
- 2 The remaining redundancy selections will be based upon the date of first, full-time employment at IST. In other words, 'last in/first out', age, compatibility etc

In the event of declining enrolment, the school reserves the right to curtail or terminate specific programmes and/or subjects and reduce the professional staff accordingly.

Termination as a result of redundancy is non-grievable and will not be considered by the school as a dispute falling under Section 5.18.

Revised May 30, 2010

5.11.9 Retirement

The retirement age for both overseas hire and local hire staff will be 60 years of age, effective at the end of the contract period in which the employee becomes 60 years of age. Exceptions to this policy may be granted on a year to year and case by case basis only with the Board's approval on the recommendation of the appropriate Principal and the Director, and will be subject to the provisions of Tanzanian Labour Law.

5.12 Salaries

5.12.1 Salary Placement

Professional staff are placed on the salary scale on the basis of their qualifications and experience.

5.12.2 Qualifications

A University degree and professional certification or its equivalent are the minimum requirements to be a professional staff member.

5.12.3 Years of Experience

Prior to the issuance of a contract, the Director will consider relevant previous experience and will inform the candidate of that which has been accepted. For each year of relevant experience agreed by the Director, one step on the salary scale will be awarded, up to the maximum entry step.

5.12.4 Movement on the Salary Scale

Based on satisfactory performance during the year, each professional staff member will be moved one salary step up the scale for the next academic year.

5.12.5 Payment of Salaries

The school issues a calendar of monthly payment at the beginning of each school year. The calendar is designed to ensure all professional staff are able to remit money to their home country by electronic transfer by the end of the calendar month.

Professional staff are responsible for any banking charges related to funds transfer to banks outside the normal business operations of the School as directed by the Board Finance Committee.

Revised October 23, 2007, November 20, 2007

5.12.6 Salary Scales

Salary Scales for Support Staff are published annually. A copy of the salary scales will be available in the Personnel Office.

5.12.7 Placement of Salary Scales

The Board annually reviews and approves salary scales for Support Staff. Initial placement on a salary scale will be made on the basis of qualification and experience. Support Staff receive one step placement credit for each year of full time employment at IST until the top of the scale is reached. The step increment will not be automatic but will be based on annual work performance evaluation.

5.13 Fringe Benefits (All Staff)

5.13.1 Retirement Funds

The school makes a contribution towards retirement funds for professional staff member's pension according to Tanzanian Law.

Revised October 23, 2007

Revised October 11, 2018

National Social Security Fund

Support

Staff and Teacher Assistants will join the National Social Security Fund or any other Tanzanian social security fund as required by the laws of Tanzania.

5.13.2 School for Dependent Children

The school will provide free school places at IST for a maximum of two dependent children for each full-time professional staff member at any one time, For this purpose, a teaching couple will be considered two professional staff.

Dependent children are defined as those listed in the contract.

Fees for the children of local hire professional staff are either:

- paid in full by the company employing the spouse if that is the policy of that company, or
- paid in part, as in a), with the school waiving the proportion not met by the organisation, or
- paid in full by the school - only if the professional staff member would otherwise have to pay the fees personally.

The fees mentioned above include school fees, development levy fees, and the family deposit.

The Board may, from time to time, consider exemption (partial or total) of school fees for members of staff other than professional staff, and may give such exemption with conditions as it may deem appropriate in each case.

Revised November 20, 2007

5.13.4 Disability Insurance

The School provides a disability insurance scheme which covers all IST teaching staff - local and overseas hire - who have not reached their 65th birthday. In the event of an accident or illness which leaves an IST professional staff member permanently disabled, this policy covers professional staff until they are 65 and provides for up to 60% of their annual net salary depending on the degree of disability.

5.13.5 Public Liability Insurance

The School carries a public liability insurance policy which covers the teaching staff against litigation when acting in their professional capacity both on and off campus.

5.13.6 Medical Plan

All professional staff and their dependents will be enrolled as members of the IST Medical Scheme, which has family practice services. At the end of each month, bills are sent to staff who have received treatment. The bills should be paid directly to the clinic.

The school recognizes the health care in Tanzania is a very real concern for the IST staff. In an effort to improve health care facility and reduce Teacher Assistant and Support Staff anxiety, the school provides a local health plan nominated by the management (the union branch collaborated), for the employee, his/her spouse and up to four biological children, not above 18 years old.

5.13.7 Medical Insurance

The school uses an experienced international carrier for its medical insurance scheme. The policy covers medical expenses both inside and outside of Tanzania within the limits set out in the scheme. All claims are subject to the limitations outlined in the policy. Exact details of coverage and the financial limits are contained in the policy provided to each employee.

Professional staff and eligible dependents named on the contract are entitled to either the school's medical scheme OR up to the equivalent premium for any other medical insurance scheme. Evidence will be required of payment into another scheme if this option is taken.

5.13.8 Transportation for Non-Life Threatening Emergencies

IST covers the cost of air flights out of Tanzania in the event of a non-life threatening medical emergency. This cover applies only to the employee including members of management while performing an official duty on or off campus. Coverage does not extend to a spouse, partner or dependent children.

The attending physician in Tanzania must confirm the necessity for such overseas treatment. The treatment will occur in the closest country that provides the level and quality of medical care required.

If such an emergency occurs, IST will cover out of pocket costs of an economy excursion return medical flight ticket for non-life threatening medical care performed outside of Tanzania including the costs of an accompanying party, if necessary. IST's coverage applies only if the school's current medical carrier rejects such a request.

The intent of this coverage is to provide the injured employee and if necessary one accompanying individual with out of pocket hotel and meal costs up to a limit established by the Director based on destination and hotel options that are reasonably and near the intended medical facility. It is not the intent of this coverage to provide the equivalent of four or five star luxury accommodations and meals.

The employee will provide IST with confirmation from the local treating physician and the overseas attending surgeon on the number of days the employee is required to stay back following discharge from the hospital, if medically necessary.

The IST Board intends to cover injuries that occur from home to the job and from the job to home as long as the employee makes no stops between the two destinations unless the stop/s are directly related to one's official duties. This coverage extends to injuries sustained while performing school duties in the evening and off campus including professional development training.

If an injury is not directly related to a school event, the Board will not provide this transportation coverage. If for example, a professional staff member attending off campus IB training goes skiing and incurs an injury that requires medical attention not available in Tanzania, IST would not cover the transportation costs, as the injury is not directly related to the purpose of the trip.

(Approved by the Board, November 25th, 2005)

5.14 Additional Benefits (Overseas Hire Staff)

5.14.1 Relocation Allowance

IST provides a shipping relocation allowance for overseas professional staff as stated in their IST contracts.

5.14.2 Passages

IST provides a passages allowance for overseas professional staff as stated in their IST contracts.

5.14.3 Settling In or Shipping Allowance

A settling in or shipping allowance is paid to overseas hire professional staff members at the commencement of their initial contract. A welcome pack will be provided.

5.14.4 Accommodation

Basic furnished accommodation is provided for overseas hire professional staff.

(Revised August 30, 2007)

5.15 Special Allowances

5.15.1 Acting Allowances

If the school believes that an acting responsibility appointment is required when the person holding the position of responsibility is absent from the school for leave reasons, then the school will pay an acting allowance. In this case the regular post holder will not continue to be paid the responsibility allowance. Both parties will be advised in writing.

5.15.2 Fuel Allowance

A fuel allowance for school staff using their own cars on school business will be fixed as necessary by the Director.

5.15.3 Expenses on Field Trips

The cost of school field trips to participating students will normally include the reasonable travel, accommodation and meal expenses for supervising professional staff and other supervising adults accompanying the trip who have been approved by the school's Senior Management. No fee will be charged to participating students for the professional services of staff or other accompanying adults.

5.15.4 Faculty Stipends

Annually money will be set aside in the budget for faculty stipends (responsibility allowances) to support:

- 1 Additional or specialized curricular duties such as Head of Department, Grade Team Leader, or IB Coordinators.
- 2 Additional extra-curricular duties such as coaching, directing performances, or organizing community service activities.

The total amount of monies for stipends is determined by the IST Board.

The Director holds the primary responsibility for establishing specific stipend positions and the amount paid within the context of the Board-approved budgeted amount.

The stipend positions and amounts will be set according to the general principles of:

- 1 Equity across the school programs.
- 2 Balance among the ES and the SS ensuring the ability of both to operate their programs.
- 3 The size and character of the stipend responsibility e.g. the greater number of hours, students, or supervised teachers, the more the stipend.
- 4 The amount of release time accompanying the stipend.

The decisions of the principal establishing the stipend and its accompanying compensation can be appealed to the Director. The Director's decision will be final.

DATE OF APPROVAL : September 23, 2010

DATE OF AMENDMENT : April 25, 2018

5.20 Letters of Reference

Upon request, letters of reference may be prepared for IST staff. A copy of all such letters will be provided to the individual concerned.

The only references which IST will consider as confidential are those received from other schools or agencies marked 'Confidential' when a candidate's employment is being considered.

5.22 Conflict of Interest

All professional staff and teacher assistants are obliged to declare to the Director in writing any conflict of interest which may occur. These may include, but are not limited to, financial holdings in competitor schools or current or prospective suppliers of goods and services to IST. In the case of the Director, such disclosure must be made in writing to the Board. Failure to provide full disclosure of such conflict of interest may be grounds for disciplinary action or dismissal.

Please see also Section 5.1.8 'Additional Employment'.

5.27 Teacher Assistant

5.27.1.4 Contract Termination

Termination during the probation period may be effected by either party giving one month's notice in writing, or one month's salary in lieu of notice. Should the Teacher Assistant have her/his employment terminated during the probation period, the Teacher Assistant will have the right of appeal to the Director.

If the contract is terminated by the Teacher Assistant before the expiry of the contract, the Teacher Assistant will be required to refund a proportionate part of the fee [paid by the company for his/her residence work permit, if applicable). This shall not apply if the Teacher Assistant has been in the employment of the school for at least three consecutive school terms in any one school year.

At any time after the completion of the probationary period, either party hereto may terminate this contract by giving to the other party three month's notice in writing or three month's salary in lieu of notice.

5.27.1.6 Retirement

The retirement age for Teacher Assistants will be 60 years of age, effective at the end of the contract period in which the employee becomes 60 years of age.

Exceptions to this policy may be granted on a year to year and case by case basis only with the Director's approval on the recommendation of the appropriate Principal. Exceptions may be granted only to those whose continued professional excellence or special contributions to IST would be difficult to replace.

5.28 Support Staff

Support Staff will be recruited locally in Dar es Salaam and hiring preference will be given to host country nationals.

It is permitted to employ both husband and wife on the staff of IST. As husband or wife, one cannot be in a position of supervising and/or evaluating a wife or a husband.

All hiring shall take place in Dar es Salaam and no other region, city or town shall be recognized as the employee's place of domicile. This shall mean that the School shall have no responsibility whatsoever for repatriation to a place other than Dar es Salaam.

5.28.1.4 Contract Termination

During the first three months of work when first appointed to the school, the Support Staff will be on probation. Before the expiry of the probationary period, the supervisor(s) will submit a written evaluation report on the employee. The report shall include a recommendation as to whether the appointment should be confirmed, terminated or whether the probationary period should be extended. The report shall be submitted to the Personnel & Administrative Officer who will communicate such a recommendation to the employee. The initial probationary phase of employment may be extended for a period not exceeding three months. After the probation, the employee shall be informed in writing by the employer of his position otherwise the employee shall be deemed as having been duly confirmed.

Termination during the period of probation may be effected by either party giving one month's notice in writing, or one month's salary in lieu of notice.

At any time after the completion of the probationary period, either party hereto may terminate this contract by giving to the other party three months notice in writing or three month salary in lieu of notice. In all cases of termination, the school shall give reasons for such termination and will honour any entitlements due to the employee and the employee shall do the same.

5.28.8 Employment, Termination/Dismissal by the School

In the event of the School imposing termination or summary dismissal, the School will do so in strict adherence to the disciplinary procedures as provided by the Labour Laws of Tanzania.

- In the case of termination, the employee is entitled to all relevant terminal benefits and any or all of the following penalties may be effected before a termination:
 - a written warning;
 - a reprimand;
 - a fine.
- In the case of a fair termination (involving gross misconduct), the employee will forfeit the severance benefit.

5.28.10 Resignation

Resignation must be submitted in writing to the Personnel & Administrative Officer or the relevant administrator, signed and dated indicating when the break of contract or the end of employment becomes effective.

5.28.11 Retirement

The retirement age for Support Staff shall be 60 years of age, effective at the end of the contract period in which the employee becomes 60 years of age. Exceptions to this policy may be granted on a year to year and case by case basis only, with the approval of the Director on the recommendation of the appropriate Manager. Exceptions may be granted only to those whose continued professional excellence or special contributions to IST would be difficult to replace.

5.28.11.1 Voluntary Retirement

An employee who has reached 55 years of age, or has served the company for 20 years, will be entitled to apply for voluntary retirement. Acceptance will be subject to management discretion

5.28.11.2 Notice of Retirement

The employee due for retirement shall be notified so not less than six months prior to his/her retirement.

5.28.11.3 Retirement Benefit

A Support Staff who has worked for not less than five years continuous service with the School, shall on retirement, be paid five percent (5%) of the final net annual salary for each year served. In the case of compulsory overtime being a part of the job description (e.g. security staff), this shall be considered a part of the net annual salary.

5.28.17 Letter of Reference

Upon request, a letter of reference may be prepared for IST staff. A copy of all such letters will be provided to the individual concerned.

The only references which IST will consider as confidential are those received from other external sources which are marked "confidential" when a candidate's employment is being considered.