

SECTION 3 THE DIRECTOR

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3.0 The Director

3.000 The Director

The Board shall employ a Director whose responsibility shall be to ensure the efficient and effective operation of the School in accordance with School Policy and Board decisions.

The Board recognises the Director as the Chief Executive Officer of the School and delegates to him/her the responsibility for the day-to-day administration of the School.

The Director shall carry out all duties as may be assigned by the Board and shall be accountable to the Board for all aspects of the School's operations.

The Director shall keep the Board regularly informed regarding the School's performance, shall make sound recommendations on matters requiring Board action and shall implement policy and other decisions approved by the Board. The Director shall also serve as a conduit to ensure effective communication between the Board and the School Community.

The Director shall report directly to the Board, and is responsible only to the Board as an officially convened body. The Director shall remember at all times that no individual Board member has legal authority outside the meetings of the Board, except as specifically granted by the Board or the Articles of Association.

The Director shall attend all meetings of the Board, except meetings pertaining to his/her own performance, except the Closed Session in which the Board Officers are elected, and except instances where the Board deems there is a conflict of interest. The Director may submit motions for consideration to the Board and his/her input and recommendations are encouraged, but the Director does not have a vote.

The Director shall support Board decisions, respect Board confidentiality and recognise that the Board operates as a unit.

DATE OF ADOPTION:	December 5, 2012
DATE OF IMPLEMENTATION:	December 5, 2012
CROSS-REFERENCES:	1.004 Articles of Association
	2.000 The Board
	2.002 Board Member Authority and Liability
	2.003 Power and Duties of the Board
	2.008 Board-Director Relationship
	2.105 Election of Board Officers
	2.202 Board Member Authority and Liability
	2.302 Closed Sessions
	2.4 Board Communication
	2.500 School Policies
	2.508 Administrative Regulations
	3.001 Powers and Duties of the Director

3.001 Powers and Duties of the Director

The Director is responsible for the overall educational, security, and business management of the School. He/she reports to the Board and works with the Board to develop the School's strategic direction and ensures all activities are aligned with the School's Vision, Mission and Strategic Goals. The Director will have direct responsibility for the management, organisation and supervision of all school activities. The Director is an ex officio member of the Board and should act in accordance with all policies and regulations as described for Board members.

Consistent with School Policy and applicable law, and as defined in his/her contract, the Director shall have the following powers and duties:

Teaching and Learning

- Set the academic vision in alignment with overall vision, mission and strategic goals of the School;

- Establish and maintain academic and accreditation standards;
- Employ academic metrics to evaluate the School's performance against standards;
- Develop corrective action plans to address areas where performance does not meet standards;
- Ensure that leading-edge educational thought and best practices are sought out and implemented where applicable.

Business Management

- Develop and maintain an on-going facility usage/development plan that supports and enhances the academic programme;
- Ensure a workable and efficient system is in place to operate all school affairs;
- Provide a safe and secure environment for all students, teachers and staff;
- Develop and maintain an appropriate record/data base;
- Review, update and implement the School's plans for its facilities.

Communication and Community Relations

- Foster open channels of communication with the School Community to create a positive and inclusive school environment; ensure that the members of the Company have opportunities for their voices to be heard; and be visible on the School campus and at School functions;
- Be the key spokesperson for the academic philosophy, standards and programme of the School;
- Promote the School locally, nationally and internationally;
- Foster a positive relationship with the host government and the national and international business, diplomatic and educational communities;
- Foster a positive working relationship with the Board, the Board Executive Committee and the Board Chair;
- Present the School effectively and develop and manage an overall school marketing plan.

Financial management

- Oversee development of an annual budget for Board approval;
- Monitor on-going income and expenditures against budget and cash flow targets and communicate any substantive deviations to the Board;
- Ensure that sound fiscal practices, and efficient and effective allocation of resources are applied in every aspect of School expenditure,;
- Ensure regulatory and statutory compliance;
- Ensure compliance with reserves management policy;
- Ensure long term financial planning (LTFP) including updating the LTFP (over a rolling five year period),
- Oversee fund raising through financial instruments and donations.

Human Resource Management

- Develop an annual staffing plan according to School Policy;
- Hiring and maintain a capable and effective management team;
- Sign and approve all employee contracts;
- Ensure that job descriptions are in place for all positions , that job descriptions are annually reviewed and that employees receive copies of their signed contract and signed job description;
- Recruit and hire all school employees **and** terminate contracts as necessary;
- Develop, implement and communicate a transparent performance assessment process;
- Work with the Board to establish his/her own performance contract and participate in performance appraisal as specified by the Board (i.e. self-appraisal, improvement plan);
- Pro-actively support advanced professional study/development for all staff.

Policy

- Implement School Policy approved by the Board, establish regulations in support of the approved policies and ensure that the School Policy is effectively monitored and enforced;
- Identify where new policies are required or existing policies need revision, and draft policy for the Board's approval if requested;
- Ensure School administrative procedures are effectively monitored and enforced.

Strategic Management

- Annually review and update the strategic plan;

- Oversee the implementation of the strategic plan and work with the Board to regularly assess the plan to meet the School's future needs;
- Guide the development of action plans in alignment to the School's vision, mission and strategic goals;
- Review short to long term enrolment trends to guide the processes of budgeting and strategic planning;
- Monitor achievement and report progress periodically to the Board.

Providing Leadership

- Support and directly monitor the work of the School Leadership;
- Ensure effective integration of academic and business practices, involving a close working knowledge of both.

Other

- Those duties as assigned by the Board in the annual Director's action plans;
- Other duties as assigned by the Board.

These duties and responsibilities shall be clearly defined in a job description and should align with those specified in the Director's employment contract. With respect to their relationships to one another and the determination of their respective powers and duties, the Board and Director are both subject to the Articles of the Association.

The Director shall carry out these functions by:

- Agreeing whole-school performance targets with the Board;
- Appointing the appropriate personnel and managing their performance towards realising these targets.

The Director may delegate a part of his/her authorities to other members of the School Leadership and the Professional Management, but ultimately the Director is accountable to the Board.

DATE OF ADOPTION:	December 05, 2012
DATE OF IMPLEMENTATION:	December 05, 2012
DATES OF AMENDMENT:	May 14, 2014
CROSS-REFERENCES:	1.200 School Organization
	1.100 Guiding Statements
	1.101 Strategic Planning
	2.500 School Policies
	2.504 Policy Review
	2.508 Administrative Regulations
	3.003 Recruitment and Selection of the Director
	3.004 Contract of the Director
	3.006 Annual Action Plans of the Director
	3.007 Performance Assessment of the Director
	5.100 Annual Staffing Plan
	5.102 Job Descriptions
	5.104 Recruitment and Selection
	5.200 Employment Contracts
	5.200 Employee Contracts
	5.204 Assignments, Duties and Transfers
	5.212 Performance Assessment

3.002 Director Code of Conduct and Ethics

In addition to the specific powers and duties outlined in his/her job description, the Director shall accept the responsibility to conduct him/herself in line with the Director's Code of Conduct and Ethics.

The Director shall:

- 1 Actively support and promote the School's mission, vision, values and strategic goals;
- 2 Demonstrate loyalty to the interests of the School, while having regard to the interests of members of the Company;
- 3 Show impartiality in making decisions, keeping in mind the overall goal of the School, its students, teachers, parents and management;
- 4 Declare conflicts of interest;

- 5 Stay updated on current educational issues;
- 6 Take no private action that will bring the School into disrepute;
- 7 Remain familiar with School Policies, adhere to them and be prepared to explain and defend them;
- 8 Endeavour to attend School events and functions;
- 9 Attend all Board meetings to the maximum extent possible, remain until the end of the meetings, come well-prepared and participate fully;
- 10 Place before the Board, in a timely, accurate, and understandable fashion, all relevant facts, information, and reports necessary to keep the Board informed about situations or business at hand.
- 11 Support Board decisions and respect Board confidentiality, including the identity of contributors to Board discussions or the votes of individual Board members;
- 12 Refrain from giving voice to individual judgments of Board members' or Staff performance to members of the School Community, public, press, or other entities;
- 13 Maintain open communication with the Board in all legal matters, including, but not limited to, health, safety and security, employment, dismissal and non-renewal of faculty contracts;
- 14 Keep the Board aware of concerns in the School Community about the performance of the Board, whilst proactively protecting the Board from criticism.

Any evidence or allegations of non-compliance with this code of conduct and ethics by the Director should be brought to the attention of the Chair of the Board, who will determine whether or not the Director has not been in compliance with the Code of Conduct and Ethics. The Chair shall decide which procedure is appropriate.

DATE OF ADOPTION: December 05, 2012
 DATE OF IMPLEMENTATION: December 05, 2012
 DATES OF AMENDMENT: May 14, 2014
 CROSS-REFERENCES: 2.004 Individual Board Member Responsibilities
 2.005 Board Member Code of Conduct and Ethics
 2.008 Board-Director Relationship

3.003 Recruitment and Selection of the Director

The Board shall be responsible for the recruitment and selection of the Director.

The Board shall start the recruitment process as soon as possible, preferably more than one year before the position needs to be filled. The recruitment shall be international and shall meet accepted best practice standards.

The Board shall establish a Director Search Working Group for the duration of the search and recruitment of Director. The Search Working Group shall be comprised of Board members, members of the Company, and, if felt appropriate by the Board, stakeholders from administration and students.

The Director Search Working Group shall draft a profile and job description for the Director, following consultation with the School Community, and bring it to the Board for decision. The working group will decide on the process of recruitment ensuring that the process is transparent and communicated widely to the community.

The Director Search Working Group shall organise meetings between the selected candidates and the School in which the School Community is able to ask questions and provide feedback to Search Working Group. The working group will also co-ordinate a meeting between the selected candidates and the full Board.

At the conclusion of the process the working group shall make a recommendation to the Board either of a particular candidate or recommend to re-launch the search. The final decision on selection and appointment rests with the Board.

DATE OF ADOPTION: December 05, 2012
 DATE OF IMPLEMENTATION: December 05, 2012
 CROSS-REFERENCES: 3.004 Contract of the Director

3.004 Contract of the Director

Director's contract

The appointment of the Director shall be secured through an explicit contractual agreement, which shall state the contract term, responsibilities, authority, compensation, other benefits, conflicts of interest, working hours, health requirements, contract renewal and termination and other conditions of employment. The contract shall contain detailed information about home of record and accompanying dependents. The contract shall follow current School Policy, meet all legal requirements and shall protect the rights of both the Board and the Director. All School policies that refer to health and medical requirements, work permits and terms and conditions of employment shall also apply to the Director, unless indicated otherwise in this Section 3 of the School Policy Manual.

Negotiation of the contract takes place before the formal appointment and will be led by the Executive Committee.

Term of office

The Director's initial term of employment shall be for a three-year period, as determined by the Board.

DATE OF ADOPTION:	December 05, 2012
DATE OF IMPLEMENTATION:	December 05, 2012
DATES OF AMENDMENT:	May 14, 2014
CROSS-REFERENCES:	2.202 Mandates of Board Committees 3.001 Powers and Duties of the Director

3.005 Probation Period

The Director shall be subject to a six 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 Director will receive a written confirmation of appointment.

During the induction period the Board and the new Director will design a short term action plan with specific targets for the probation period. Progress on this action plan will be monitored through monthly meetings between the Director and the Executive Committee of the Board. It must be understood that the School will use the probation period only in exceptional circumstances.

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

3.006 Annual Action Plans of the Director

The Board and the Director shall jointly establish and agree upon annual action plans and working objectives. The Director's action plans for the upcoming school year will be presented to the Board in the May Board meeting.

Every attempt shall be made to have the Director's action plans and work objectives consistent with the School's approved strategic plan and goals, principles of sound management practices and the overall mission and objectives of the School.

The Board uses the Director's annual goals and objectives as part of its annual evaluation of the Director's performance.

DATE OF ADOPTION:	December 05, 2012
DATE OF IMPLEMENTATION:	December 05, 2012
DATES OF AMENDMENT:	May 14, 2014
CROSS-REFERENCES:	1.101 Strategic Planning

3.007 Performance Assessment of the Director

3.007 Performance Assessment of the Director

The Executive Committee shall coordinate and execute the biannual performance assessment of the Director.

The assessment criteria and tools shall be set jointly by the full Board members at the beginning of the school year. The Board may use a number of different tools, mechanisms and formats for the conduct of the Director's evaluation. The assessment shall include an element of self-reflection, allowing the Director to reflect upon and assess the effectiveness and adequacy of his or her performance as a key component for self-improvement. It may also involve obtaining feedback from members of the School Community and incorporating such feedback in the overall performance evaluation. The final assessment, however, rests with the Board.

The criteria against which the Director shall be assessed shall include his/her employment contract, job description, the Director Code of Conduct and Ethics and his/her annual goals.

The evaluation process will provide:

- An annual written assessment of the Director's performance;
- Documentation of the Director's continuous performance over time;
- A discussion of both strengths and priority improvement areas, supported by objective documentation whenever possible and appropriate.

The Executive Committee shall ensure that all Board members have the opportunity to participate in the evaluation. The committee shall prepare a written report and shall communicate the outcomes to the Director and the Board.

The Director shall have the opportunity to review the evaluation report with the Board Officers in a special Closed Session. The Director will be given the opportunity to make a written submission on the evaluation report within seven (7) days of the special Closed Session. The evaluation report together with the written submission shall be signed by the Director and the Board Chair and a copy shall be placed in the Director's personnel file and available for review by any Board member.

The results of the evaluation shall be used by the Board and Director to cooperatively set action plans for the Director. They shall also be used as a basis for planning a programme of professional development for the Director and as basis for bonus calculation.

The Board members and the Director shall keep the performance evaluation and any discussions of the Director's performance confidential. The School shall ensure that all written performance records remain confidential.

DATE OF ADOPTION:	December 05, 2012
DATE OF IMPLEMENTATION:	December 05, 2012
DATES OF AMENDMENT:	May 14, 2014
CROSS-REFERENCES:	2.202 Mandates of Board Committees 2.302 Closed Sessions 3.004 Contract of the Director 3.006 Annual Action Plans of the Director

3.008 Renewal of Director's contract

There shall be no obligation on the part of the Board, to renew or extend the Director's employment contract beyond the specified termination date cited in the contract, nor shall there be an obligation on the part of the Director to seek renewal of the same.

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

Length of new contract

The length of any new contract is a minimum of two years.

Renewal decision

The Director will inform the School's Board Chair in writing by April 1 in the year preceding the expiry of the contract regarding interest in continuing the employment contract. By 15th May in the year preceding the expiry date of the contract, the Director shall accept or reject new contract offers.

DATE OF ADOPTION: December 05, 2012
 DATE OF IMPLEMENTATION: December 05, 2012
 DATES OF AMENDMENT: May 14, 2014
 CROSS-REFERENCES: 3.004 Contract of the Director

3.009 Termination of Director's Employment Contract

The Board reserves the right to terminate the employment of the Director at the end of his/her contract or at any earlier time as outlined below.

The termination clause in the Director's contract should be consistent with School policy, but in the event it differs, the employment contract shall prevail.

Termination upon non-issuance of work permit

In the event the work permit is not issued by the Ministry of Home Affairs after the contract has been signed, the contract will terminate. Under these circumstances the Director will receive salary for three (3) months from the date of the Ministry's final decision. Such salary payments will be conditional upon the Director having made diligent efforts to obtain comparable employment, and any compensation received by the Director from such employment will be offset against any salary payments due hereunder.

Termination upon successful completion of contract

Upon satisfactory completion of his/her contract, the Director shall be granted all benefits outlined in his/her contract.

Termination by Board for professional reasons

Professional reasons include, but are not limited to: lack of professional qualification, lack of ability or lack of performance.

In the event of termination for professional reasons, the Board will provide the Director with thirty (30) days notice. In addition, the School will be obligated to pay the Director his/her base salary to cover the remainder of the current School Year or the end of the contract period, whichever is less. The Board may authorise additional payments but is not obligated to do so. The Director is entitled to all benefits which are normally available to staff who are completing their employment with the School.

Termination by Board for inability to perform duties

Where the Director has been absent from his duties on account of illness for sixty days in one contract year or if a medical practitioner nominated by the School recommends that for health reasons the Director be repatriated to the country of domicile, then the School may, notwithstanding any other provisions of the employment contract, terminate the contract on payment of three months salary in lieu of notice. In all such cases the School will bear the cost of passages and shipment as laid down in the employment contract.

Termination by Board for misconduct

The Board may terminate the Director's contract in the case of fraud, insubordination, misrepresentation of qualifications or experience, breach of contract or continuous violation of the Director Code of Conduct and Ethics, in accordance with the hearing procedures defined in the Director's contract and associated with this policy. Compensation and all other benefits agreed under the terms of the contract will cease upon the effective date of termination, unless otherwise agreed to in writing by the Board and the Director. In case of termination of the contract under this clause, the Board reserves the right not to reify the cost of return transportation of the Director and authorised dependants to home of record.

Misconduct is defined as any action, either while engaged in professional duties or outside of normal duty hours, which would reflect unfavourably on the School Community and/or compromises the professional reputation of the School Community. In the event of termination for reasons of misconduct, the Director's employment contract may be terminated by the Board without advance notice. Any dispute will be resolved in accordance with established policies of the Board.

Right to appeal

The Director has a right to appeal the decision of the Board. In the event of an appeal, both sides will seek mutually agreed arbitration to settle the dispute. The arbitrator will be selected at the time the appeal is raised and must be agreed by both sides. The decisions of the arbitrators will be binding upon both parties.

Termination by Board for other reasons

The Board may propose to terminate the Director's contract upon ninety days written notice to the Director. If the Director concurs in writing with this decision, the School shall pay to the Director the equivalent of six (6) months' salary and benefits plus end of contract shipping and transportation allowances as outlined in his/her contract as severance pay. In the event the Director accepts the settlement specified above, the requirement for a hearing of the reasons for termination in a Closed Session before the Board shall be deemed to have been waived.

Termination by Director

The Director may terminate his/her employment contract by giving six (6) months notice in writing or six months' salary in lieu of notice. If the Board agrees, the salary and benefits shall be paid on a pro-rata basis until the date of termination. The Board will determine which, if any departure allowances will be paid to the Director.

DATE OF ADOPTION: December 05, 2012
 DATE OF IMPLEMENTATION: December 05, 2012
 DATES OF AMENDMENT: May 14, 2014
 CROSS-REFERENCES: 2.302 Closed Sessions
 3.004 Contract of the Director

3.010 Absence of Director

In the event the Director will be out of the office s/he will designate an Acting Director and will inform the Board and the Management of the designation. The Acting Director will have all authorities and responsibilities as the Director during the acting period.

DATE OF ADOPTION: December 05, 2012
 DATE OF IMPLEMENTATION: December 05, 2012

3.011 Interim Director

The Board reserves the right to appoint an interim Director if such position becomes vacant for any reason or if the presiding Director is incapacitated and unable to perform the duties of the position.

The interim Director shall perform all the duties and functions of the Director, or those duties as determined by the Board. The interim Director shall remain in the position until a new Director is appointed and has assumed his/her duties (in the case of a vacancy) or the Director is able to resume his/her duties (in the case of incapacity).

The determination of incapacity may be made at the request of the Director or by a qualified medical examiner brought in at the request of the Board. During the period of incapacity, the Director shall be placed on leave, and the benefits provided during that time shall be defined in his/her employment contract. The leave shall not extend beyond the term of the Director's contract.

The Board shall make the final determination when the Director is permitted to return to active duty. That decision may involve input from a qualified medical examiner or other evidence that the Director is capable of resuming his/her duties on a full time basis.

DATE OF ADOPTION: December 05, 2012
DATE OF IMPLEMENTATION: December 05, 2012