Verdala International School Board Policy Manual 2020

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B3 Human Resources

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B3 A. Human Resource Policies

1.Terminology

Professional Staff refers to full time staff members contracted as Teachers, Principals, Financial Controller and Head of School.

Support Staff refers to Teaching Assistants, Learning Support Educators, Administrative staff, Nurse, IT Staff, Maintenance, and cleaning staff.

2. Code of Ethics and Practice

i. Staff employed as Head of School, Principals, Coordinators, Teachers, Librarian and Counsellors, TAs and LSEs adhere to the Malta Teachers' Code of Ethics and Practice as adopted by Verdala International School (see Appendix 1). This document is signed annually by all staff.

ii. Support staff are to adhere to the VIS Support Staff Code of Ethics annually. This includes the Financial Controller.

This is in addition to any professional code of ethics relevant to a respective profession.

Non-adherence to the Code will lead to disciplinary actions (refer to Disciplinary policy section).

3.Staff Handbook - Practice and Procedures

The VIS Staff Handbook is updated annually and disseminated to all staff in line with the VIS Board of Directors' policy.

4. Recruitment

i. Process of recruitment

Given the international composition of the School's student body, and as the School is accredited in the USA, it is deemed important that the teaching staff be comprised predominantly of professionals having experience in the international curriculum currently used by the School. The Head of School will ensure a mix of Maltese and Non-Maltese staff. All new teachers must have at least a BEd, or its equivalent in the relative subject/grade level taught; or alternatively a BA/BSc and a PGCE or equivalent.

In addition, the Head of School shall conduct recruitment and selection of teachers in such a manner as to give preference to candidates having the following:



- a. Training and/or experience in schools having an American, UK or other English language internationally blended curriculum.
- b. Evidence of a strong potential for success in living and working in a multi-cultural setting.
- c. A background which suggests that their values will not be in conflict with those of the Maltese host society and/or those of the School's community and/or staff.

All teaching and support staff positions are advertised internally on the VIS website and externally through local and global networks.

There are a range of stipend responsibility roles across the School, a list (which is updated from time to time) which can be found in the annual staff handbook. A responsibility role refers to a stipend role of responsibility for a project, department, programme or team. In exceptional circumstances the Head of School may consider to offer the role to an external candidate.

ii. Reference checks

All candidates are to provide a minimum of two confidential references which will be followed up either in writing or verbally by the Head of School. If employed, this reference is kept in the staff member's personal file as per General Data Protection Regulations (GDPR) policy.

iii. Background checks

The Head of School, prior to appointing new staff, will undertake background and/or police checks to ensure there are no known reasons for not appointing the individual concerned.

iv. Engagement of new members of staff Policy statement

All VIS positions are outlined in a staff member description This can be obtained from the HR office. No individual shall be employed with the Verdala International School without his/her signing an employment contract and the code of conduct. Employment is subject to a clean police conduct certificate and qualifications being in order.

Employment Contract and Code of Conduct

The employment contract sets out the rights and benefits mutually agreed upon between the staff member and the School during tenure of the contract period.

All contracts are drawn up by the Head of School. Two contracts are issued and signed: one to be retained by the new staff member and then one to be lodged in the staff member's personal file.

Once signed by a new member of staff, the employment contract is to be countersigned by the Head of

Engagement form

School.

Upon employment of an individual, the Head of School's office must submit an engagement form to Malta's Government agency, *Jobsplus*.



iv. Probationary Periods

Staff members are subjected to a probationary period of 6 months as agreed upon engagement, or to a longer period as may be applicable to the role. Prior to the expiry of the probationary period, the line manager will discuss with the individual staff member whether he/she will have performed to the School's standards.

A confidential Probation Assessment Report will be submitted by the line manager and forwarded to the Head of School. Action and placement in the staff member's personal file is to follow.

Expiry dates of respective staff members' probationary periods are to be monitored by the Head of School who is to be informed by the HR office.

v. Orientation of new staff

New members of staff are shown the School premises to be able to get acquainted with the local environment. They are to be introduced to relevant key personnel within a reasonable period from the date of engagement with the School. An orientation week consisting of appropriate training is provided for professional staff. Support staff will be trained on the job.

5. Terms and Conditions for all staff

Policy Statement

The key to an educational programme lies in the quality of staff of a school.

The School shall, to the greatest extent possible, offer competitive salaries to its staff members.

A copy of the staff member's salary scale is available from the HR office upon request by a staff member.

1. Teaching Contracts

Newly hired teaching staff shall be given a two-year contract. In the early stages of year two, the Head of School either makes an offer to extend the contract for an additional one or two years, or to end the contract at the end of year two.

Under current Maltese law, indefinite contracts arise automatically after four years of employment.

Under Maltese law, the initial two year contract and the second two year contract are "definite" contracts. If/when a teacher begins year five of continuous employment at VIS, the contract becomes "indefinite."

i. Teacher salaries

VIS has a salary scale which is based on years of experience. All teachers will be recruited and placed on the salary scale based on their years of full-time or part-time teaching experience in a licensed/recognized educational institution or full-time experience in the educational sector.



1 step on the salary scale will be awarded per 1 year of relevant, full-time or part-time experience. In subsequent years, the teacher shall move up one step on the salary scale for each year of service up to 40 years of experience.

Periodic adjustments in the salary of teachers in Malta may occur. Benefits are not automatic.

Part-time teachers, are entitled to a pro-rated gross salary.

All staff members will have the COLA added to their salary beginning on the date specified by the Maltese Government. All staff members will receive any additional non-COLA bonuses which are mandated by the Government.

ii. Working Documents/ Work Permits

VIS operates with two categories of staff:

- (a) **Non-EU/EEA citizens** who need to obtain a work permit PRIOR to employment, and so would need to:
- i. Produce evidence of their right to work in Malta which must be approved before they can begin VIS employment.
- ii. Produce evidence of their qualifications and teaching certificates prior to employment to obtain a teaching warrant in Malta.
- (b) **EU/EEA citizens** who do not need a work permit but need to produce evidence of their qualifications and teaching certificates to obtain a teaching warrant in Malta.

It is the School's responsibility to file appropriate documents for obtaining a work permit and teachers warrant for its EU/EEA and NON-EU/EEA staff.

It is the potential staff member's responsibility to produce the necessary paperwork to the School for this purpose prior to signing their contract.

iii. Non-Issuance of Working Documents

In the event that the Government of Malta denies the School's application for those documents necessary for a contracted member of staff to begin/continue working at the School the following shall apply:

a. If the denial of working documents occurs through no fault of the staff member the School shall appeal the decision to the highest authority. If, following the period of the appeal, the staff member must cease employment, the School shall pay to the staff member 100% of salary and benefits due for services rendered through the date of active service and, in addition, shall pay



50% of the remainder of the current academic year's salary and benefits as from the time the staff member is required by government to cease employment. No payment will be made for subsequent years covered by the contract. The staff member will have the full right to repatriation benefits.

b. If the denial of working documents is due to misrepresentation by or actions or omissions of the staff member, payment of salary and prorated benefits will be made through to the last working day (to be determined by the Board of Directors). The School will make no payment of salary or benefits for the period remaining in the contract. The staff member will have no right to repatriation benefits.

2. Support staff salaries

VIS has a salary scale which is based on years of experience in the relevant field. All staff will be employed and pegged on the salary scale based on their years of full-time work experience.

Non-teaching staff members are employed on an indefinite contract having a probationary period of 6 months agreed on engagement.

Teaching assistants and learning support educators are offered a definite contract of two years with a 6 month probationary period.

Under current Maltese employment law, indefinite contracts arise automatically after four years.

All staff members will have the COLA added to their salary beginning on the date specified by the Government. All staff members will receive any additional non-COLA bonuses which are mandated by the Maltese Government.

3. Retirement - All Staff Retirement Age

A VIS staff member, who is employed on an indefinite contract and reaches the legal retirement age, shall terminate at the end of the school year. The legal retirement age is established by the Maltese Government as follows:

	Males	Females
Born on or before 31 December 1951:	61	60
Born during 1952-1955:	62	62
Born 1956-1958	63	63
Born 1959-1961	64	64
Born on or after 1 January 1962	65	65

4. Personnel Records

All employment records are kept on file during employment and from the date of termination/retirement for a period time in accordance with our GDPR policy.



6. Benefits - Professional Staff

1. Recruitment Benefits

i. Health Insurance

All staff members will be entitled to a basic Private Health insurance cover for treatment in Malta.

ii. Flights

All EU and non-EU teachers who are domiciled outside of Malta and Gozo, and are recruited as VIS teachers, will also receive the following:

- a. At the beginning of employment, the value of a one way economy airfare from the airport nearest to their point of origin to Malta for the teacher, spouse or other civil partner recognized by law and up to two dependent children under 18 years of age. Dependent children are children of the teacher or of his/her spouse or other civil partner for whom the teacher has financial responsibility. The School may require documentation as evidence of the status of the spouse/ civil partner and the dependents and retains discretion over whether to grant this benefit and other benefits mentioned in this Manual to the spouse/ civil partners and dependents of the teacher. The teacher must also keep the School informed about any change in the status of the spouse/ civil partner and/or dependents for the purposes of the benefits under this Manual.
- b. At the end of their definite contract period (either two or four years) the value of a one way economy airfare from Malta to their point of origin (airport) for the teacher, spouse/other civil partner recognized by law and dependent children under 18 years of age (as defined in (a)).
- c. If they have signed an indefinite contract after four years, the teacher will receive the value of a return economy fare to their point of origin rather than a one way fare.
- d. The teacher may only use the return flight when the end of employment coincides with the end of definite contract status.
- e. If a teacher in their first two years signs a contract by Oct 1 in the 2nd year for a further definite contract period, the value of a return economy airfare to the home of origin is offered in between the 2nd and 3rd year.
- f. If a couple is employed, the dependents are assigned to one parent, i.e. there will only be one payment in respect of each dependent to one parent only

iii. Resettling allowance

All EU/EEA and non-EU/EEA teachers who are domiciled outside Malta and Gozo and are recruited as teachers, will also receive a resettlement allowance and shipment of personal belongings to Malta, against receipts (see Appendix 3).

iv. Fees for Staff Dependents

a. A full time teaching staff will receive (as part of their compensation) the waiver of the tuition



and registration fees for four years for up to two dependent children (i.e. children of the teacher or of his/her spouse or other civil partner for whom the teacher has financial responsibility) enrolled in the School. After the 6th academic year tuition fees would become payable as indicated in the Finance Policy section. The School may require documentation as evidence of the status of the dependent and retains discretion over whether to grant this benefit. The teacher must also keep the School informed about any change in the status of the dependents.

2. Annual Gratuity Benefit - Professional Staff

An annual gratuity benefit to full time staff members contracted as teachers and principals is payable after two years of full time employment at VIS, if the staff member signs an additional two year contract and returns to their third year of employment. Payment will be made in September of the third year of employment and then each August thereafter. The benefit will be calculated as a single sum amount equivalent to 5% of their basic salary as it stands in the preceding September. It is a condition of payment that the employee is still in employment on the payout date. The Board of Directors may withhold this gratuity in times of financial hardship as determined by and through the budget development and budget revision process.

3. Termination Benefits

Upon successful completion of the final year's contract with the School the following benefits will be paid to full-time staff members:

- an expatriate staff member, spouse or other civil partner recognized by law and dependent children under 18 years of age, will receive the then current value of a one-way economy airfare to their home of residence, and shipment allowance for personal belongings (see Appendix 3) (please see above for definition of dependents and conditions tied with this benefit).
- all staff will receive a long-service award according to number of years of service (see Appendix
 3) unless the Board of Directors has relevant evidence to decide otherwise.

3. Release/Termination of definite contracts

i. Intent to return form - Teaching Staff

Employment intentions for the following year are critical to the School's planning; such as recruitment, courses offered and budgeting.

All teaching staff (Class/Subject Teachers/LSEs/TAs) are required to complete the intent to return form and submit it to the HR office by a specific date determined by the Head of School. Plans may not be final. Options on the form are given for staff to meet with the Principal/Head of School to discuss plans or clarify their intentions.

ii. Late notification of Intent to Return

In the event that an individual who has submitted a signed contract, as prescribed above, later submits a resignation of that contract, and if the reasons given for the request are deemed by the Board of



Directors as avoidable between the date due and the beginning of the next scholastic year, the individual will lose termination benefits.

iii. Release/ Termination from Contracts

A Fixed Term (Definite) Contract can be terminated during its applicable probation period without assigning any reason. However, one week notice (by either party) applies if the employment exceeds one month. If there is no justified reason to terminate a definite contract after the probationary period, the party who breaches the contract is liable to pay the other party a sum equal to one-half of the full gross salary that would have accrued to the employee had the contract of employment remained in force.

In situations of redundancy at the place of work, staff members on fixed term contracts are also affected by the procedures of last in/first out in the same category, as other staff members on indefinite contracts. Staff members on a fixed term contract who are so affected by redundancy are entitled to be paid compensation as indicated in the paragraph above, i.e. half the salary for the remaining period of employment.

iv. Request for release before end of definite contract

In the event that a staff member requests release from contract during a school year and the reasons given are deemed by the Board of Directors to be **unavoidable**, **legitimate and significant in nature**, the Board of Directors may choose to release the individual without imposing the penalty of requiring payment of a sum equivalent to half the salary for the remaining contract period (in the case of fixed term contracts) or of requiring the individual to give notice (in the case of indefinite term contracts) but may impose **some or all** of the following penalties:

- a loss of all or part of repatriation and other benefits due after the date of departure.
- repayment of all or part of the individual's recruitment costs.

If the reasons given for the request are deemed by the Board of Directors avoidable, illegitimate or insignificant in nature, the Board of Directors will impose all of the penalties described above apart from the staff member having to pay a sum equal to one-half of the gross salary wages that would have accrued had the contract of employment remained in force (in the case of fixed term contracts) or payment of half the notice period (in the case of indefinite).

4. Termination of indefinite contracts

Regulations related to indefinite term contracts are according to <u>Maltese Employment Policies</u> (as at May 2019).

5. Exit Process

When a staff member leaves VIS employment they are required to complete and sign an exit form relevant to their section or department. This may be followed up with an exit interview with the Head of School and/or delegate (where applicable).

6. Termination due to Misconduct



In the event of gross misconduct, the staff member will have their employment contract terminated with immediate effect and incur the loss of all benefits. The gross salary will be paid up to and including the day of termination. *Refer to Discipline Section*.

7. Performance Management and Evaluation

Professional Growth Handbook

All Performance Management and Evaluation procedures and forms are outlined in the VIS Professional Growth Handbook.

Professional Growth Policies and Principles

We have a common understanding of the expectations of VIS Staff and the guiding statements of the School.

We are a professional learning community with a culture of collaborative discussion and reflection.

We value the diversity of our staff and recognise that everyone is on a learning journey.

We have a mindset which empowers and inspires us to develop and grow.

We are committed to an ongoing cycle involving evidence, taking action and strategic goal setting.

1. Teachers

The Performance Evaluation Pathways:

VIS has defined five distinct pathways that allow teachers to further differentiate their own learning within the context of collaborative groups that meet regularly:

Stage 1: Building Proficient Teachers

- i. Induction Pathway Year one
- a. Orientation and induction into the VIS community.
- b. Reflection on and documentation of teacher learning and growth.

ii. Intervention Pathway - As needed

A focus on supporting teachers to reach VIS's standards for teaching and learning.



Stage 2: Supporting Accomplished Teachers

i. Partnerships Pathway - Year two+

Collaborative journey - meaningful goals through which the teacher can demonstrate professional learning and growth.

Stage 3: Growing Leadership Capacity

i. Leadership Pathway - By application and acceptance

A partnership pathway with a focus on developing leadership capacity, understanding group dynamics, and collaboratively exploring one's own leadership journey.

ii. Research and Development Pathway - By application and acceptance A focus on developing new programmes and practices at VIS.

2. Teaching Assistants

All teaching assistants are evaluated annually through a two-step system conducted and documented by the Principal based around:

- Classroom Responsibilities
- Professionalism

The evaluation process:

- Evaluation by the classroom teacher
- Self-evaluation and professional growth plan
- End of year follow-up meeting

3. Learning Support Educators

The Learning Support Educator is evaluated by the Inclusion Coordinator [INCO] annually in the months of October and November. The evaluation process involves three lesson observations by the INCO, the observations are shared with the LSE in a performance evaluation meeting. A further meeting to discuss the LSEs' performance evaluations are held in April-May where areas highlighted in the first semester meeting are appraised. The main areas evaluated are:

- Preparation and planning
- Classroom assistance skills
- Student's work evaluation
- Professional attitude

4. Support staff

All support staff (non-teaching) are evaluated annually by the relevant line manager through the performance review system. This process of professional growth is documented and placed in their personnel file after support staff receive verbal and written feedback.

1. The purpose of conducting the performance review is to:



- help individuals/ teams set goals, and have a clear direction in which to grow.
- increase productivity and efficiency.
- improve quality of work.
- help staff become more self-motivated, self-directed and productive.
- develop better communication between the staff member and the line manager.
- promote staff members' development.

The School will provide positive feedback, sufficient support and adequate training. The line manager will appraise the staff member's overall performance according to the agreed work objectives. The staff member is expected to implement the work objectives as outlined in the specified job description.

The Performance Evaluation outcomes are tied to a bonus of up to 5 % of their previous year's Gross Salary based on specified VIS criteria as mentioned below.

2. Aspects of the job under review include the following:

- 1. Job / technical knowledge
- 2. Productivity and efficiency
- 3. Planning and organisation
- 4. Communication verbal and written
- 5. Problem solving and decision making
- 6. Interpersonal Skills / team work
- 7. Self-management skills
- 8. Active Involvement in and commitment to extracurricular activities

Performance Rating Categories (PRC)

The PRC consists of 5 levels of performance. Each staff member's performance during a period will be assessed and tied to these levels. The levels are described below.

Outstanding

The staff member consistently exceeds all expectations of objectives and responsibilities, skills and commitment required for the job. Possesses superior knowledge of major aspects of the total job and has had experience in each area. Demonstrates superior knowledge and ability to take initiative and improve processes and efficiency resulting in a positive impact on the development of the department or School.

Exceeds Expectations / Requirements

The staff member achieves and frequently exceeds expectations of objectives and responsibilities, skills, abilities and knowledge of the job. Seeks to enhance or increase skills, makes recommendations / offers possible solutions to improve processes.

Meets Expectations / Requirements

The staff member meets expectations of objectives and responsibilities of the position. The staff member demonstrates requisite skills, ability, knowledge and commitment to the job.

Improvement needed



The staff member does not always meet job objectives and fulfill responsibilities. Demonstrates some of the requisite skills, abilities and knowledge to do the job, but additional training and or commitment is required. The individual may still be learning on the job, has the willingness to develop or improve requisite skills; knowledge of the job may be in question.

Unsatisfactory Job Performance

Responsibilities of the position have not been met. The staff member does not demonstrate the necessary knowledge, skills, abilities and commitment required for this position.

5. Principals

Each Principal is evaluated annually by the Head of School. The Principal's Performance Evaluation System (PPES) is used. Each principal is evaluated, based on the seven areas of leadership as follows:

- 1. Instructional Leadership
- 2. School Climate
- 3. Human Resource Leadership
- 4. Organisational Management
- 5. Communication and Community Relations
- 6. Professionalism
- 7. Student Progress

As part of this process, the Principals complete a self-assessment and if appropriate, parents, staff and students may complete a survey which is used to contribute to the final evaluation. However, all aspects of their work (eg. completion of annual goals, alignment to the strategic plan) determine the final outcome. Each Principal receives feedback from the Head of School after the Evaluations are shared with the Board of Directors (in closed session) and are documented and placed in the Principal's file.

6. Financial Controller

The Financial Controller is evaluated annually by the Head of School. The Evaluation is submitted to the Board of Directors. The Financial Controller's evaluation report would contribute to the Financial Controller's performance bonus and annual goal-setting.

7. Head of School

The Head of School is evaluated annually by the Board of Directors who determine that process. This is discussed in closed session by the Board of Directors and contributes to the Head of School's performance bonus and annual goal-setting.



8. Professional Development (PD)

Professional Development Guiding Policy and Principles

Professional development offers teachers opportunities to continue their professional learning experiences, to keep abreast of current research and trends in education and to improve instruction in the classroom.

VIS also supports professional sharing and the development of staff experience and talent. All staff meetings are considered part of professional development as VIS staff members are encouraged to collaborate with each other and contribute to areas of specialty, interest or study.

The School is committed to offering a range of professional growth opportunities. These may occur inhouse eg. by inviting a guest-speaker/consultant to work with the staff or by sending staff on a course, to visit another school, workshop or conference.

The professional development priority is to:

- Support the programmes of the IEYC, IPC, IMYC, IGCSE, and IBDP.
- Be aligned with the curriculum review cycle.
- Support the School Strategic Plan and/or accreditation goals.
- Support the Vision and Educational Philosophy of the School.

The Head of School will:

- Ensure the PD budget is adhered to and all sections/areas of the School are addressed in line with the needs of the School.
- On occasion, independently approve a PD training, if it is essential to VIS.
- Have the final say on all PD applications.

The Leadership Team will:

- Receive application forms and discuss with the individual teachers. This may include consultation with the Heads of Department/Milepost Leaders and Coordinators.
- Advise the Leadership+ Team.
- As required, identify staff members who will benefit from particular training.

The Leadership+ Team will:

Consider all PD requests generated, taking into account the following:

- Previous PD attended by the staff member within the last 3 years.
- Whether the PD:
 - o Supports the programme (IEYC/IPC/IMYC/IGCSE/IBDP)



- o Directly supports the whole school strategic plan
- o Directly supports MSA Accreditation Goals and Strategies
- o Is relevant to the greatest number of professional staff and students
- o Provides equitable opportunities for all teachers
- How the staff member intends to share their learning.
- Staff member's intention to remain at the School. In general, applications will not be approved in the last 7 months of employment at the School.
- Location and cost of the PD request.

Based on the review of all the criteria listed above, the Leadership+ Team will either approve or refuse the PD request.

Support staff eg. IT/Administration/Maintenance are also required to complete the PD form. These will be processed by the Head of School and/or Leadership Team.

9. Leave

1. Holiday Leave Professional Staff

All teaching staff are entitled to paid annual leave as per the scheduled School calendar, to be availed of during non-teaching periods. The Board of Directors approves the annual School calendar.

Support Staff

All support staff are to apply in writing for paid annual leave (ie. 216 hours as at October 2020) accordingly. Holiday leave may not be granted if the timing affects the operations of the School.

Shutdown periods are determined by the School on an annual basis. In such cases the staff member will be advised to this effect within a reasonable time. Shutdown periods will be deducted from the holiday leave days of the staff member.

1. Personal Leave for Teaching Staff

Two paid personal leave days (or four ½ days), per scholastic year will be granted to any VIS teacher, Principal, LSE, or teaching assistant by the Head of School. These days may be used to attend to family responsibilities and/or personal or business or legal responsibilities which cannot be scheduled outside of the school day.

If more than two days personal leave are required, evidence must be submitted to the Head of School for approval. These additional days will be noted as unpaid leave.

- Staff must complete a Personal Day form to be signed by the Principal.
- The Principals will need to consider the students, curriculum and staff requirements before supporting a personal leave application.



- The personal leave days must be requested at least 10 school days prior to the day the leave will be taken.
- Personal Leave will not be applied for the day which is prior to a scheduled school holiday and Maltese public holidays or the first day back to school from a scheduled school holiday.
- After the first two year contract is completed, up to 2 accumulated personal leave days may be transferred to the following year, only once during employment.

Additional Personal days are granted at the Head of School's discretion.

2. Urgent Leave for Staff

Every staff member is entitled to a total of fifteen hours with pay per year as time off for urgent family reasons on approval by Head of School. These hours are to be deducted from the annual leave entitlement of the staff member. Urgent leave has to be related to cases of sickness or accident of members of the immediate family of the staff member.

3. Unpaid Leave of Absence

The Board of Directors may, upon the recommendation of the Head of School, grant unpaid leave of absence for up to two school years, to a staff member who has served seven years with VIS. To qualify, the staff member must, by the date of the intent to return of the year, prior to the academic year in question, submit in writing, a request to the Head of School specifying those activities planned during the year. If granted, a position will be held for the staff member, provided that the staff member indicates an intent to return date by the 1 October of the year prior to the start of the School year.

The School reserves the right to assign to the returning staff member duties other than those which the individual performed prior to leave of absence. These duties must fall within those areas in which the staff member is qualified.

Unpaid leave of absence is totally within the discretion of the School.

6. Unauthorized Absence

When staff members are absent from work without permission, VIS may summarily deduct, from these staff members' basic salary, that part of their salary relative to the period of time lost due to their absence from their place of work. Head of School is to establish that the absence was without permission, before deducting the pay. Action for deduction in pay is separate from any disciplinary action which may be necessary in connection with the absence. Any unauthorised absences are to be recorded in the staff member's personnel file.

7. Medical Leave

1. Medical leave conditions

Full-time VIS staff members will be entitled to up to 30 days' medical leave on full pay (less any sickness



benefit to which local hire staff may be entitled under the National Insurance Act of 1956) for either the staff member or a member of the immediate family (children, parents, and/or spouse/partner, the spouse/partner must be registered from Sep 1 - Aug 31 with HR each year) for whom the staff member must offer care during any year.

Medical Leave will include illness and medical situations which cannot be addressed outside of school hours. The Head of School may require official documentation for medically related absences.

For any member of staff to be granted medical leave, notification to the appropriate administrator must be given in advance and in any case not later than 7.30 am each day. Teaching staff should provide written lesson plans during this leave.

In the event that a medical condition lasts more than three days, a doctor's certificate must be submitted on return to work, to VIS's HR Office and a copy sent by the staff member to the Department of Social Security.

Department of Social Security

38, Ordnance Street Valletta VLT 1021

E-mail

social.security@gov.mt

The School reserves the right to ask for a medical certificate if illness is less than three days. The School also reserves the right to send a medical doctor to certify the sickness of the staff member.

Compassionate leave may be considered by the Head of School and will be awarded on a discretionary basis.

Part-time staff will receive leave entitlement under this policy in proportion to the percentage of a full-time load that they work.

It is at the discretion of the Head of School to ask a member of staff to leave their place of work due to:

- sickness that could affect others
- inability to carry out the role

If appropriate, medical/psychological/psychiatric certification will be required in order to return to work.

2. Major Medical Leave

i. Paid Additional days

In the event of a major medical illness, i.e. a sickness requiring continuous absence from work for more than 30 working days, and the sickness exceeds the remaining amount of annual sick leave, the staff member will be granted additional days equal to the sum of days (full and half) not taken during the previous year.



ii. Unpaid Medical Leave

In the event of an illness which causes a staff member to be away from the School for a period longer than his/her sick leave will provide as per the clause above, the Head of School may, upon written request of the staff member, grant unpaid leave of absence for a specified period of time not to exceed the date of the beginning of the subsequent school year.

Should the staff member be certifiably unfit to return to work, full termination benefits will be given (where applicable).

iii. Resignation due to medical reasons

In the case of resignation of a recruited staff member on a definite contract of employment for certifiable medical reasons, the staff member is to write to the Head of School and the Board of Directors.

The Board of Directors will consider:

If the request of the staff member is based on a justified medical reason that hinders the staff member to continue performing work duties. The Board of Directors has the right to ask for a second medical opinion from a doctor / specialist registered in Malta to confirm or otherwise that the medical condition intrinsically hinders the staff member to continue to perform work duties. The decision made by the Board of Directors will be deemed to be final.

Should the Board of Directors decide to grant an exemption as per above, repatriation costs for travel and shipping costs will be provided upon receipt.

3. Staff Injury Leave

- If a full-time staff member is injured during the actual discharge of duty, or caused by use of School transport, and such injury is not due to negligence on the staff member's part, entitlement to a maximum of one year injury leave on basic pay, less the amount to which such an staff member may be entitled under the terms of the National Insurance Act 1956 or other insurance scheme to which the School subscribes, is due.
- The School reserves the right to ask a doctor of the School's choosing to examine the staff member and to give a medical opinion regarding the incapacity of the staff member.
- The period of injury leave will not be deducted from the sick leave entitlement within that particular year.
- The staff member is to report an injury sustained while on duty immediately after the incident takes place or at the earliest time possible and to report it in writing to the HR Office.

4. Bereavement Leave

A written request for bereavement leave is to be submitted to the Head of School for approval.



According to law, leave of three school days may be granted in the event of the death of a family member including children, parents, spouse/partner, siblings or grandparents.

Additional days may be granted in the event that the staff member must travel abroad in association with the death of one of the above. Number of days granted will depend on the destination of the member of staff and are meant to be the minimum number necessary to travel to and from the destination by the most direct route. Personal and sick leave may additionally be utilized in cases of severe bereavement.

5. Maternity/Paternity Leave

Maternity

Expectant mothers will be granted (according to Maltese law) a total of 18 weeks paid leave of absence of which 4 weeks must be taken before the expected delivery, unless otherwise mutually agreed to between the employer and staff member, and 6 weeks after the expected delivery irrespective of school vacations and public holidays.

The other 8 weeks are to be taken either before or after the expected delivery. An expectant mother may, upon notification to the Head of School and prior to commencing her maternity leave, be granted unpaid leave of absence until the end of the School year.

Paternity

Paid Paternity leave of 10 days will be granted to an employee on the occasion of birth of his child.

Adoption Leave

Adoptive primary caregivers are entitled to the same leave benefit as a birth mother. If both adoptive parents are in employment, each parent shall be entitled to such part of the adoption leave as they may agree to in writing. Exceptions include the following:

- Paid leave cannot commence until the adopted child is in the care of the staff member.
- In the case of international adoptions, the staff member may utilize one week of the paid leave entitlement for travel related to the adoption.

5. IVF Leave

Couples undergoing the process of medically assisted procreation can avail themselves of up to 100 hours of IVF leave.

The provision of Legal Notice 156 of 2017 states that the staff member undergoing the treatment may benefit from up to 60 hours of paid leave. These can be taken either all in one stretch or split over a longer period of time, according to the duration of treatment. The remaining 40 hours may be taken by the other prospective parent.



Staff members can avail themselves of this leave allotment for up to three IVF treatment processes. The regulations state that even if both prospective parents work for the same employer, they may still benefit from the new measure concurrently.

However, staff members may not apply unless they have written proof, certified by the medical practitioner in charge of the process. They need to apply beforehand in writing at least two weeks before taking the leave. In those cases where the prospective parent wishes to avail themselves in a non-continuous manner, the application needs to be carried out each time and the employer notified at least two days before. This measure is to be granted independently of any other kind of leave. Any staff members abusing or contravening the provisions of this legal notice may be liable upon conviction to a fine of not less than €500 (as per Maltese law).

6. Court Witness Leave

If a staff member is requested to attend court as a witness or as a party to proceedings, this is considered as paid leave, i.e. it will be deducted from the annual leave entitlement.

For teaching staff the first two days of such leave will be deducted from their personal leave days.

7. Jury Service Leave

Teachers may request exemption from jury leave. If any staff member is required to do jury service notwithstanding this exemption, this is considered as paid leave and will not be deducted from their annual leave.

8. Wedding Leave

Each staff member is entitled to two working days for wedding leave.

10. Other Duties and Responsibilities of Teaching Staff

1. After School Professional Meetings

School Leadership (Head of School and/or Principal) requires teachers to attend scheduled professional meetings between 3:30 pm and 5:00 pm on a school day. However, committee/ working groups may meet outside working hours.

2. Supervision Duties

Teachers, TAs and LSEs will be assigned student supervision duties, and may be required to occasionally assume other responsibilities in addition to their assigned instructional responsibilities.

3. Extended Essay

Teachers will be compensated for each essay they supervise that is submitted to the IBDP. The IBDP



Coordinator will submit names of EE teachers to the office immediately upon submission of the essays. Payment will be issued in the month following the submission of the essay to the IB. Teachers may not supervise more than three essays, unless approved by the High School Principal. (See HR Finance Appendices.)

4. Tutoring

It is commonly expected that during the school day and after student dismissal, teachers will assist and be available to students as needed for academic support. There may be times when students may need, or parents may request, additional paid tutoring. The following are VIS guidelines.

- i. Teachers will not tutor children whom they have in class. (See Teacher Code of Ethics) However, LSEs and TAs may tutor students within their class but in the case of an LSE not their own students.
- ii. All paid tutoring must be requested in writing via the Tutoring Form and approved in advance by the ASA Coordinator, Section Principal and Head of School on an annual basis.
- iii. MYP/DP tutoring. This assistance will not introduce course content beyond that offered in class to all students.
- Iv. Tutoring is posted and paid for (fee as per appendix) via the Schoolsbuddy system. Teachers offering assistance to students in their class after hours would not be paid. This service is a part of an "above and beyond" service to the student(s) and should be offered to anyone in the class.
- v. The tutoring fees are to be paid through Schoolsbuddy. No cash payments will be made directly to the teacher. The teacher will be paid at the end of each semester.
- vi. Only VIS students may be tutored on VIS premises using VIS materials and supplies.
- vii. A teacher may tutor no more than three VIS students at any one time. If more than three students require tutoring, we will list the tutoring as an ASA and the ASA Coordinator should be informed. The content of ASA activities which are academic in nature (i.e. Math Club) will be open to all students and will enrich the students' experiences in the subject area. The ASA should serve to support our offered curriculum.
- viii. For tutoring carried out on School premises, a standard hourly rate is charged. A percentage of the fee is deducted for the School to cover photocopying and maintenance fees (see Appendix 3).
- xi. All approved tutoring must be completed by 4:30 pm so the campus can be locked and secured for safeguarding purposes and child protection. ES students need to be dismissed in person to the parent/guardian.



5. After School Activities

The School offers a wide range of activities and opportunities for students through the After School Activities programme (ASA). VIS teachers may offer their services for this programme and are paid a standard fee per session. The ASA Coordinator organises the programme for the year. Staff are paid in either December or August.

11. Health and Well-Being

1. Health and Safety

Health and Safety is an important part of VIS School life and keeping the children, staff and the community safe at all times is essential within our teaching and learning environment. VIS believes that students should be able to experience a wide range of activities safely and healthily adhering to the Occupational Health and Safety Authority Act (Cap. 424). Regulations under this Act, together with occupational health and safety codes of practice, are accessible on the OHSA website at http://ohsa.org.mt/ (accessed June 2019).

- The School runs regular health and safety risk assessments of the School campus.
- The health and safety committee regularly meets to ensure all related issues are followed up.
- An annual health and safety report is submitted to the Board of Directors every June.

Staff can report any health and safety issues and risks directly to maintenance, the Principals, Head of School or via email to health-and-safety@verdala.org

2. Health scheme

All VIS staff members are entitled to an annual basic Health Insurance cover in Malta. If a staff member wishes to add additional dependents to the scheme they must submit (passport) names and payment to the Accounts office before August 31 each year. The same conditions and definition of dependents outlined in this Manual apply.

It is the staff member's responsibility to submit any claim forms and relevant documentation.

3. First Aid

All VIS staff members are expected to be trained in First Aid. The School provides paid First Aid training twice a year for any new staff members or staff who require updating of their certification (every 3 years). This 2-day training is spread over two Saturdays. There is no extra payment for attendance to training.



4. Staff welfare

VIS aims to support the well-being of its staff.

A staff welfare (teaching) staff committee consists of one representative from each section of the School – Elementary, Middle and High as well as the Head of School (Chair) or delegate. A call for representatives is issued at the beginning of each academic year - 2 Elementary, 2 Secondary teachers. This non-stipend role is of one year duration.

All staff are encouraged to bring any concerns they might have, directly to their section Principal. If an individual has an issue that only affects them personally, they could take a colleague to the meeting with the Principal.

The purpose of this committee is to channel patterns of concerns, issues and ideas to the Head of School and Leadership Team on behalf of colleagues. As a general guideline they will present issues that are raised by more than two people.

The first step for the Staff Welfare Representative will be a pre-meeting with the relevant Principal and if unresolved they will raise it at the regular Staff Welfare Committee meeting. This is a constructive forum that aims to find positive solutions to problems that arise. It can also establish clarification or time-lines. The meetings are minuted online and the representatives will feedback to their sections.

It should be noted that this forum does not constitute a formal Staff Union.

The Staff Welfare Committee meets regularly with the Head of School to discuss any issues. Support and maintenance staff meet separately but regularly with the financial controller and/or Head of School to raise any concerns.

5. Mental Health

The Counsellors are employed to work with students. However, if a member of staff needs to see a Counsellor urgently they may set up a meeting. The Counsellor will suggest local support if required. The Principal or the Head of School can offer support where needed. These meetings are treated as confidential.

Staff are encouraged to promote mental well-being and mindfulness amongst the students to support their personal growth. Please refer to the Child Protection Policy (Student Well-Being section).

6. Smoking

VIS is a non-smoking campus. As the School is divided by a public road which the secondary students cross back and forth throughout the day, the area around the School is also considered non-smoking. Staff are role-models to the students and therefore should not be seen smoking around the perimeters of the School.



Any students caught smoking within the perimeters of the School should be reported to the relevant Principal and action will be taken.

12. Conflict of Interest

VIS staff members are required to be open and transparent with the Head of School should there be a conflict of interest in their work at VIS.

- Staff members shall not engage in any employment that would affect their contractual obligations, conflict with professional ethics or harm the reputation of the School.
- Staff members must not sell items within the School community without the Head of School's knowledge and approval.
- No staff member shall be solely responsible for the performance evaluation of a partner/husband/wife or close relative.

If a conflict of interest is declared the Principal/Head of School will review the situation and revise as appropriate.

13. Discipline

1. Reporting procedures for violations of the Code of Conduct

In Malta there is a Council for the Teaching Profession (CTP) which regulates the behaviour of all registered teachers in Malta through the Teachers' Code of Ethics and Practice. All teachers working at Verdala International School are required to sign this Code of Ethics and Practice each September.

Infringements against the Code and its rules and regulations can be noted by any member of the school community; teachers, Principals, Head of School, staff, students, parents, Board members. These infringements are to be reported verbally, followed up in writing via email to the respective Principal, Head of School or, if anonymity is desired, through a letter addressed to any of the above.

Given the fact that the teachers must be role models for the students, violations of the Code of Conduct and its Rules and Regulations must be treated with utmost seriousness.

The Head of School shall be informed of each case of infringement against any of the provisions of the Code or its Regulations and ensure implementation. Every incident and outcome are to be duly recorded in the respective staff member's personnel file.

In all cases, consequences related to violations of the Code and its Rules and Regulations, as well as violations of this Manual or the employment contract, will depend upon the nature of the incident and



the individual's work record in the past. Sanctions should be considered on a case-by-case basis and input from the involved party should be sought.

The Head of School and/or Principal will generally follow the following procedure, however this will depend on the gravity of the violation concerned:

- 1. Verbal warning (teacher informed that the incident is reported to the Head of School and filed)
- 2. Written warning (Head of School letter to the teacher placed on file)
- 3. Written warning (Head of School letter to the teacher placed on file)

In all cases, the staff member should be counselled through a professional growth process so that there is the opportunity for understanding, reflection and an assessment of behavior.

The Head of School may consider any of the following:

- decide to present the case for investigation to the CTP. The Council can investigate any
 complaint received related to alleged professional misconduct, gross negligence or
 incompetence in relation to a teacher. On finalising the inquiry, the Council shall proceed in
 terms of Article 31(4) of the Education Act which states what are the possible consequences if a
 teacher is found guilty.
- consider terminating the teacher's contract, with immediate effect or at the end of the
 academic year. Contractually, the Head of School has the right not to renew a contract; a 15-day
 notice is enough without any warning letter.

The matter can be appealed at School level by the involved party to the next hierarchical position, up to the level of the Board of Directors (see Board Policy 1/6).

2. Disciplinary documentation

All disciplinary documentation is kept on file for up to 5 years (refer to GDPR).

3. Intervention Pathway

In consultation with the Head of School, the Intervention Pathway may be initiated when areas for performance improvement have been identified. The purpose of the Intervention Plan is to highlight the standards that are not being met and to provide a clear, concise mechanism for improving performance to a satisfactory level. The aim is to support the staff member to achieve the standards, not to reprimand or discourage them in the process. This pathway always has the best interests of the staff member and the students. Professional standards are expected to be met.

The Intervention Pathway process will include opportunities for training and reflection with the goal of supporting the teacher in the successful completion of the Intervention Plan. Terms, goals and timelines included in the plan must be reasonable and attainable. While on the Intervention Pathway the staff member will remain active in whichever other professional pathway they are part of.



The Principal, Head of School or Financial Controller will ensure that the staff member clearly understands why they have been placed on the plan with goals, standards, expectations, outcomes and timelines laid out. The staff member is to sign confirming an understanding of all terms and conditions of the Intervention Plan. The staff member may request the presence of a colleague in the initial Intervention Plan meeting to ensure an understanding of the terms and conditions of the Plan.

Examples of this (although not limited to) include the following:

- In breach of Teacher/Support Staff Code of Conduct
- In breach of responsibilities
- Failure to meet deadlines
- Time-keeping (school, lessons, meetings, etc)
- Inappropriate communication with parents or other staff
- If in a role of responsibility eg. HoD, MPL, CTL, Coordinator; failure to act on required responsibilities or actions/expectations
- Lack of self control
- Unprofessional interactions with students, parents or colleagues
- Lack of collegiality
- Failure to act on inappropriate behaviour and language in and outside of lessons
- Failure to maintain and follow documentation expectations
- Poor classroom management
- Failure to comply with VIS marking guidelines
- Failure to adhere to the latest Handbook guidelines
- Lack of collaboration
- Lack of application of VIS curriculum

Extreme offences (although not limited to) will lead to more severe consequences such as suspension or dismissal:

- Inappropriate physical contact with a student/member of staff
- Abandoning students
- Intoxicated at work
- Deliberate sabotage
- Bringing the School into disrepute
- Theft
- Damage to VIS property

Upon completion of the Intervention Plan, copies will be stored in the Personnel File.

The Intervention plan is subject to modification under the following circumstances:

It is clear from evidence and observation that the concern has been resolved through the actions



of the staff member prior to the projected review dates. Therefore, the plan may be dissolved upon agreement of the administrator and staff member.

- Improvement in overall performance is noted by the supervising administrator, but additional time and/or training/PD is required to reach a standard of accomplishment in all identified areas. Therefore, the plan may be renegotiated and the staff member may be extended additional time to show evidence of meeting the identified standard.
- After a reasonable amount of time (not less than 30 days), should it be determined that the
 overall performance continues at an unsatisfactory level, a meeting will take place with the staff
 member to advise regarding their options:
 - i. for teachers in their first or second contract, a non-renewal of contract may be considered in addition to crafting a plan for successful completion of the current school year.
 - ii. if there is willingness on both sides, a further plan and timeline to be implemented with clear actions if not successful.
 - iii. in the case of a responsibility role (with a stipend as defined in this document) the responsibility and stipend may be retracted and re-advertised.

14. Gifts and Solicitations

No one employed by the School or connected to the School in an official capacity shall solicit personal gifts or any other direct or indirect benefits. Unsolicited gifts may be accepted if they only have a nominal value. Anything above 100 Euro value, should be reported to the Head of School (recorded in the gift register), and the Head of School may instruct the employee to reject the gift.

15. Whistleblower Policy

1. Purpose and Aim of the Policy

The aim of the policy is to regulate the receipt, investigation and processing of whistleblowing reports by employees, in a timely and appropriate manner. The policy forms an integral part of the VIS Governance Policy. VIS reserves the right to amend the contents of this policy at any time.

This Whistleblowing Policy sets out:

- The persons who are afforded protection by the law;
- Which disclosures are protected;
- A non-exhaustive list of actions that whistleblowers are protected from;
- The procedure by means of which a disclosure can be made internally;
- The contents of the report.
- The procedure by means of which a disclosure can be made externally.



2. What is a 'Whistleblower'?

A whistleblower is an employee who reports certain types of wrongdoing related to the employer or other employees.

In terms of the law, you are a whistleblower if as an employee, you make a disclosure to a whistleblowing reporting officer, whether that disclosure is protected or not under the law.

Complaints/Allegations of malpractice related to any Human Resources aspect of the School shall be considered and reported under Governance B1 Policy, 3.1.9 Complaints/Disciplinary Procedure section.

3. Who is considered to be an employee for the purposes of whistleblowing?

Under the Protection of the Whistleblower Act, there is a wide group of persons who are deemed to be 'employees'. You are considered as being an employee if you fall in any one of the following categories:

Any past or current staff members, including:

- i. An employee or a contract/subcontractor who performs work or supplies a service; or
- ii. A person who has undertaken personally to execute any work or service for, and under the immediate direction and control of another person, including an outworker (a worker who carries work away from the premises of the employer), but excluding work or service performed in a professional capacity to which an obligation of professional secrecy applies in terms of the Professional Secrecy Act when such work or service is not regulated by a specific contract of service or;
- iii. Any former employee;
- iv. Any person who is or was seconded to an employer; or
- v. Any volunteer in terms of article 2(1) of the Voluntary Organisations Act even when such work or service is not regulated by a specific contract of service;
- vi. Any candidate for employment only where information concerning improper practices has been acquired during the recruitment process or other pre-contractual negotiations;
- vii. Shareholders and persons belonging to the administrative, management or supervisory body undertaking, including non-executive members;
- viii. Paid or unpaid trainees.

4. Other persons who are protected:

There are other persons who are afforded the protection of the law. These are:



- i. <u>Facilitators</u> a person who assists a reporting person in the process of reporting in a work-related context and whose assistance should be confidential
- ii. <u>Colleagues or relatives</u> or other persons connected with the reporting person who could suffer retaliation in a work-related context.
- iii. <u>Legal entities</u> which the reporting person owns or works for.

5. When is a 'disclosure' protected?

In order to be afforded protection as a whistleblower, you need to:

- Have reasonable grounds to believe that the information on the breaches disclosed was true at the time of the disclosure and the information falls under the scope of the Act; and
- ii. Disclose internally or externally or made a public disclosure as will be explained further on in this Policy.

It is a criminal offence to knowingly provide false information in terms of the Act.

The following actions are examples of 'improper practices' which you can report internally or externally (depending on the case):

- i. Failure to comply with any legal obligation;
- ii. Health and safety of individuals is being endangered;
- iii. The environment has been or is being damaged;
- iv. A corrupt practice has occurred or is occurring;
- v. A criminal offence has been or is being committed;
- vi. A miscarriage of justice has occurred or is occurring;
- vii. Bribery;
- viii. Failure to comply with any legal obligation on public procurement;
- ix. Failure to comply with laws on financial services and prevention of money laundering and funding of terrorism;
- x. Failure to comply with product safety and compliance law;
- xi. Failure to ensure transport safety;
- xii. Failure to ensure food and feed safety, animal health and welfare;



- xiii. Breaches relating to consumer protection;
- xiv. Failure to comply with laws relating to protection of privacy and personal data and security of network and information systems to which one is subject;
- xv. Breaches affecting the financial interests of the European Union;
- xvi. Breaches relating to the internal market, including breaches of competition and state aid rules, rules of corporate tax

Information which tends to show that any one of the above matters has been, is being or is likely to be concealed is also deemed to be an improper practice. If the matter is trivial or minor, then it will not be considered as an 'improper practice' in terms of the law.

6. What protection are you entitled to as a whistleblower?

As a whistleblower, you cannot be subject to any detrimental action on account of having made a protected disclosure.

A detrimental action includes:

- i. Any action which causes injury, loss or damage;
- ii. Victimisation, intimidation or harassment;
- iii. Occupational detriment;
- iv. Prosecution relating to calumnious accusations;
- v. Civil or criminal proceedings or disciplinary proceedings.

The following is a list of actions which the employer <u>cannot</u> take against you by reason of you having made a protected disclosure:

- i. Suspension or dismissal;
- ii. Demotion or withholding of a promotion or training;
- iii. Transfer of duties, reduction in salary, change in working hours or place of work;
- iv. Providing you with a negative performance assessment or reference;
- v. Subjecting you to disciplinary proceedings or imposing on you any disciplinary measures or penalty;
- vi. Coercion, intimidation, harassment or ostracism;
- vii. Discrimination, disadvantageous or unfair treatment;



- viii. Failing to convert a fixed term contract to an indefinite one or failure to renew a fixed term contract;
- ix. Failure to renew, or early termination of, a temporary employment contract;
- x. Harm, including to your reputation, particularly in social media, or financial loss, including loss of business and loss of income;
- xi. Blacklisting on the basis of a sector or industry-wide informal or formal agreement, which may entail that you will not find employment in the sector or industry;
- xii. Terminating a contract for goods and services or cancelling a licence or permit;
- xiii. Psychiatric or medical referrals;
- xiv. Being subjected to any disciplinary action including for breach of ethics or confidentiality;
- xv. Subjecting you to a term or condition of employment or retirement which is changed to your disadvantage.

The employer may have an administrative or commercially justifiable organisational reason for such actions, in which case the employer will be justified in taking such action.

If you are the perpetrator or an accomplice in the improper practice reported, and such practice constitutes a criminal offence or contravention, criminal proceedings may still be instituted against you, although the punishment may be mitigated.

Any processing of your personal data in relation to the report, made by the whistleblowing reporting officer or whistleblowing reports unit of an authority, will be carried out in accordance with the law.

7. How can you make a report regarding an improper practice?

VIS's whistleblowing reporting officer is the Board Chair.

You can make a report by using the form which is accessible from VIS's intranet and which can be accessed via the following link: Whistleblower Form[4]. You can also request a print-out of this form from the whistleblowing reporting officer and fill it in manually. A copy of this form is being annexed to this policy and marked as Annex A.

You can submit the form as an attachment per email (whistleblowing@verdala.org) or deliver a copy to VIS's whistleblowing reporting officer. You may also make a disclosure orally, either by requesting a meeting or phone call with the whistleblowing reporting officer (Board Chair) by requesting such disclosure by email (whistleblowing@verdala.org). The whistleblowing reporting officer, may, in both instances, document the oral



disclosure in the form of accurate minutes. In such cases, you will be requested to check and agree to the minutes of the conversation by signing them.

If you have cause to believe that the whistleblowing reporting officer (Board Chair) is involved in the improper practice, then you can make your internal disclosure to the Head of School. In such cases, please download the form and forward the completed form by email (HeadofSchool@verdala.org).

If you have cause to believe that both the whistleblowing officer (Board Chair) and the Head of School are involved in the improper practice, then you can make your internal disclosure to the Chair of the Finance Committee (financechair@verdala.org) who, for the purposes of this disclosure, will carry out the functions of the whistleblowing reporting officer.

Following the submission of your report, the whistleblowing report officer (or alternatively, the Head of School or Chair of the Finance Committee, depending on the procedure followed) will investigate the report made and will communicate with you to ask for further information, if necessary, and to provide you with feedback. The Whistleblowing Officer (or alternatively, the Head of School or Chair of the Finance Committee, depending on the procedure followed) shall create an investigation team, which may involve constituents from legal advisors, the Executive Committee, and/or other relevant Board Directors. They will ensure that this team is of a minimum number of individuals in order to maintain confidentiality and exclude the person(s) named in the whistleblower's report or anybody with a conflict of interest.

Within seven (7) days from the date when you have submitted the report, the whistleblowing officer (or alternatively, the Head of School or Chair of the Finance Committee, depending on the procedure followed) will acknowledge receipt of the report. Feedback relating to your report will be provided to you by the same officer within a reasonable time, which shall not exceed three (3) months from the date of acknowledgment.

Following an investigation of your report, the whistleblowing reporting officer (or alternatively, the Head of School or Chair of the Finance Committee, depending on the procedure followed) may refer your report to the police for further investigation. If the breach which you have reported is rectified, then the whistleblowing reporting officer will have no obligation to make such a report.

Staff members leaving VIS, who made a relevant disclosure in the course of an exit interview are to be made familiar with the whistleblowing policy and encouraged to avail themselves of this policy.

Any documents related to whistleblower complaints, their investigation and correspondence will be filed in password-protected folders to guarantee confidentiality.

8. Confidentiality and Anonymity

The confidentiality of your identity and of any person mentioned in your report will be safeguarded throughout the whole process. Access to your report by non-authorised members of the staff will be prevented. Your identity will only be disclosed if you expressly authorise the whistleblowing reporting officer to do so.

Your identity may also be disclosed if you knowingly disclose information which you know or ought to have known was false.



Disclosures made anonymously are discouraged. Whilst the whistleblowing reporting officer may receive and process a disclosure made anonymously to determine whether an improper practice has occurred, such disclosure will not be deemed to be a protected disclosure.

9. External Disclosures

You can only make a protected external disclosure if you first have made an internal disclosure or attempted to make such disclosure, unless you have reasonable grounds to believe that:

The Chair of the Board, the Head of School and the Chair of the Finance Committee are involved in the improper practice;

- i. The external disclosure is justified by the urgency of the matter;
- ii. You will be subjected to an occupational detriment by the employer if you make an internal disclosure;
- lii. That evidence will be concealed or destroyed if you make an internal disclosure;
- Iv. If following an internal disclosure, you have not been informed of the status of the matter disclosed or it is evident that there has been no action on the matter within reasonable time.

In deciding whether to make an external disclosure directly to an authority, you should consider the following:

- i. The seriousness of the improper practice;
- ii. Whether such practice is continuing or likely to happen again;
- iii. Whether the disclosure is made in breach of a duty of confidentiality owed by your employer to a third party;
- iv. Any action which your employer has taken or might reasonably be expected to have taken as a result of an internal disclosure.

The authority to whom you make a disclosure may determine that an internal disclosure should be made and may refuse to deal with your report. The authority must consider and reach a conclusion as to whether the disclosure should have been externally within 45 days.

If the authority decides that a disclosure has been properly made, then it must notify you in writing with its decision, within a reasonable time.

The authorities to whom you can make an external disclosure to, and the matters in relation to which you can make a disclosure, are listed in Whistleblower Policy Annex B to this policy.

10. Public Disclosures



In certain circumstances, you can also proceed to make a public disclosure. This can be done:

- i. Either after an internal disclosure and an external disclosure, in the manner described above, have been made but no appropriate action was taken in response to your report within the stipulated time-frames; or
- ii. If you have reasonable grounds to believe that:
 - The breach constitutes an imminent or manifest danger to the public interest, such as in an emergency situation; or
 - In the case of external reporting, there is a risk of retaliation or low prospect of the breach being addressed.

11. Civil Remedies

If you believe that a detrimental action has been taken or will be taken against you in retaliation for having made a protected disclosure, you may file an application to the Civil Courts to request a remedy.



B3 B. School Organisation Policies

1. Transport

i. School Transport

- The Government of Malta provides a free of charge transport service for all school children. In terms of VIS, this includes until the end of Grade 10.
- Students in Grade 11 and 12 are not eligible for the free of charge transport and need to make their own arrangements.
- The School is not responsible for this service, which is outsourced by the Government of Malta.
- For field trips and excursions, the School may hire a bus for use. All VIS students and staff members must have a seat with a functioning seat-belt and are required to wear the seat-belt throughout the journey.
- Students are expected to behave appropriately on every transport service, whether it is organized by the Government or by the School.

ii. Staff vehicle use

Staff, may at their discretion, use their private transport to perform duties related to their job. Staff are to ensure that their vehicle is properly insured as per minimum requirements set up by Maltese legislation. The School will not be held responsible for damages to the car and / or injuries to the staff member and potential passengers in case of an accident. Any traffic offences are to be paid by the staff member. This also applies if the staff member is using a vehicle owned by the School.

The School is to ensure that its vehicles are properly maintained and insured as per minimum requirements set up by Maltese Legislation.

As a general rule staff are not permitted to take students in their own vehicle. In exceptional circumstances, direct permission from the parent/guardian can be given and the relevant Principal should be informed.

2. Office Policies

All VIS staff members and any individual creating or handling documents on the School's behalf are:



- to meet the VIS internal requirements to enable the content of the document to be accessed, used and reused in a controlled and efficient manner.
- to ensure the continuity of VIS operations in the event of staff absence or emergency circumstances.
- compliant with all regulatory and statutory requirements (according to both Local and European standards/requirements).
- capable of providing evidence of a decision or operational process.
- kept, maintained and stored in the most economical way consistent with the above objectives.

The policy applies to all documents held in any format, including (but not limited to): letters (digital and hard copy), emails, policies and guidance, meeting papers and minutes, reports, contracts, presentations, official communications, photographs.

3. Class Arrangements

i. Provision of classes

Classes are allocated annually by the Principals and based on the requirements and needs of the School and students.

The School schedule is developed annually by the Principals recognising the limits of staffing, courses on offer and programme requirements. Staff will be consulted, however, allocations may change from one year to the next. The final decision remains with the Principal.

ii. Rooms

Principals will allocate rooms according to the requirements of the schedule and if appropriate specialist subject. Secondary Staff should not expect to teach in the same classroom and may need to move between MS and HS during one given day. Principals will do their best to schedule taking into consideration where the students/teacher was beforehand to limit transition time.

iii. School Equipment

Teaching staff are all issued with a School Laptop and signed as per the IT Laptop agreement.

All staff will have access to the photocopier and be issued a code.

All School equipment should be looked after and reported to the section Principal if damaged.

4. After School Hour Events for Teaching Staff

Teachers, TAs and LSEs may be required to attend at least two school events per year which occur outside the regularly scheduled school day, as advised by the Head of School.

5. Intellectual Property Rights

1. All materials, whether in machine readable format (including but not limited to those which may be stored



in a digital or an analogue format on any type of storage media) or which are written down, recorded, fixed or otherwise reduced to material form, and which are developed and/or created by the Employee during the course and / or in pursuance of employment (including that which is created or developed after office hours) shall be the exclusive property of the School. All such materials shall not be used for purposes other than those pursuant to employment with the School.

The School shall be deemed the owner of any and/or all materials of the type specified above, original works of authorship, rights of copyright, rights related or neighbouring to copyright, designs, trademarks, service marks, know-how, inventions, developments, concepts, improvements or research, patents, sui generis rights (including but not limited to database rights), trade secrets and all other intellectual property rights, whether registered or unregistered (the foregoing hereinafter referred to as 'Intellectual Property'), which may be created or developed by the Employee during the course and / or in pursuance of employment (including that which is created or developed after office hours). For the avoidance of doubt the Employee agrees that any and all such Intellectual Property that he or she may author, co-author, create or develop during the course and in pursuance of employment shall be immediately and automatically assigned in full, inclusive of any relevant goodwill, to the School.

The Employee shall do all things necessary (at the School's request and expense) to perfect such vesting and ownership of such rights by the School both during and after the period of employment including but not limited to the execution, in the School's favour, of any intellectual property assignment agreement/s as may be required. The Employee shall, if and when required to do so by the School (both before and after termination of his/her employment with the School), execute all documents and do all acts and things, at the School's cost, which may be necessary or desirable to give effect to or maintain any adequate protection or registration in any part of the world in connection with the above-mentioned Intellectual Property and to vest them in the School for the School's exclusive benefit.

The member of staff agrees that all technical, professional and marketing information, including any reports developed by the member of staff in connection with their employment, shall be the property of the School, and subject to the confidentiality and non-use for personal purposes provisions.

Should the staff member wish to take a copy of the above mentioned materials, permission should be sought from the Head of School. Should this permission be granted, a protocol as established in the IT policy is to be followed.

6. Security of School premises

ID Badges

All staff are required to wear their ID badge/ lanyard during school-time and at all School events. Visitors need to sign in and will be issued with a visitor's badge. We do not encourage tourists during term-time unless by prior arrangement.

Crossing the road between HS and MS

All staff and students are expected to use the zebra crossing and wait for the green light to cross. During school hours, HS students may cross independently. ES and MS students will be accompanied by a teacher.

Staff Leaving Campus



• Teaching Staff

VIS respects the professional judgment of teachers as they manage their teaching assignments and their responsibility to students, parents and colleagues. A teacher may therefore leave campus during school hours when no responsibilities are assigned as long as the Principal is informed and signs out at reception for security purposes.

Support Staff

All support staff are required to inform their relevant line-manager if they leave the campus.

Car Park

The MS/ES Car Park is owned by the School and the gates are closed during school hours except during drop-off and pick-up or by prior arrangement with the maintenance team. Visitors park in the HS car park. The car park outside the fort (HS) is a public car park and beyond our jurisdiction.

Pedestrian Gates

Parents, staff and students are given the code to enter in and out during the school day.

Opening/Locking Up

The Maintenance Team is responsible for opening the School at 7:00 am and locking up at 5:30 pm each school day. If an event is arranged at the weekend, a maintenance person is on duty.

7. Building Facilities

- Each Principal is responsible for their section's learning environment and building. Each section has an allocated maintenance person.
- All Facilities are managed by the Financial Controller. Any use of the School Facilities outside of school hours is to be authorised by the FC office. Outside organisations are required to pay a hiring fee (see Finance policy).



B3 HR Appendices

B3 Appendix 1

Teacher and Support Staff Code of Conduct

1. Malta Teachers' Code of Ethics and Practice,

(as Adopted by Verdala International School, June 2013)

Key Principle One

Maintain trust in the profession

Members of the Teaching Profession shall:

- 1. Base their relationship with students on mutual trust and respect;
- 2. Have regard to the safety and wellbeing of students under their responsibility;
- 3. Respect the uniqueness and diversity of the learning community they are part of;
- 4. Work in a collaborative manner with colleagues and other professionals;
- 5. Develop and maintain good relationships with parents, guardians and carers;
- 6. Act with honesty, integrity and fairness;
- 7. Be sensitive to the need for confidentiality where appropriate;
- 8. Take responsibility for maintaining the quality of their professional practice;
- 9. Uphold public trust and confidence in the teaching profession; and
- 10. Create learning experiences which engage, motivate and challenge students in an inclusive setting with a lifelong learning perspective.

Key Principle Two

Maintain Professional Relationships with Students

Members of the Teaching Profession shall:

1. Maintain professional boundaries whilst in school and out of school, avoid improper physical contact, avoid inappropriate communication via any form of media and avoid inappropriate relationships with students. The members of the teaching profession are duty bound and are ultimately responsible to maintain a professional distance;



- 2. Refrain from taking advantage of professional relationships with students for their own personal benefit, including by giving private lessons to students from the classes they teach or who are under their administrative responsibility, against payment, whether monetary or in kind;
- 3. Conduct pastoral interventions with students professionally, and behave in keeping with their unique position of trust and status as role models;
- 4. Follow behavior management and safe schools policies and guidelines as directed by the relevant school, college and education authorities;
- 5. Act appropriately towards students exercising care in their language, gestures and attitudes, ensuring that they do not act in such a manner that is embarrassing or disparaging and ensuring that they do not use abusive language or offensive names or make inappropriate remarks; and
- 6. Act with a professional attitude and behaviour at all times.

Key Principle Three

Respect the Uniqueness and Diversity of Students

Members of the Teaching Profession shall:

- 1. Demonstrate respect for diversity, maintain fairness and promote quality irrespective of gender, race, religion, sexual orientation, appearance, age, language or different needs or abilities;
- 2. Maintain an up to date knowledge and understanding of, implement and comply with, current child protection procedures;
- 3. Maintain an up to date knowledge of guidelines issued nationally, by the Council for the Teaching Profession, their school or college, education authorities and the Office of the Commissioner for

Children insofar as these concern their personal and professional conduct;

- 4. Contribute to the creation of a fair and inclusive school environment by addressing discrimination, stereotyping and bullying; and
- 5. Identify and refer to the competent authorities any issues that might impact on students' welfare at the earliest possible stage.

Key Principle Four

Work in a Collaborative Manner with Colleagues, Parents, Guardians and Carers Members of the Teaching Profession shall:

- 1. Work in a collegiate and cooperative manner with colleagues and other professionals who work in multidisciplinary teams officially recognised by the education authorities;
- 2. Respect, support and collaborate with colleagues both in matters concerning the education of students as well as in maintaining relations with colleagues in the highest standards of professional courtesy;
- 3. Be prepared to help junior colleagues and those in training and induction in all possible ways;
- 4. Respect the authority of senior professional colleagues while retaining the right to express professional opinion and dissent;
- 5. Not reprimand, censure, rebuke or criticise any colleague, or any other member of the teaching profession, in the presence of students or in public;
- 6. Refrain from making public statements which bring the profession into disrepute;



- 7. Develop and maintain good relationships between home and school, respecting the role that parents, guardians and carers have in students' education;
- 8. Engage and work positively with parents, as far as possible, in an open and respectful way;
- 9. Ensure that their communications with parents, students and colleagues comply with those policies and procedures issued at school or college level, as well as those educational policies and procedures issued at national level;
- 10. Demonstrate respect for diversity when dealing with colleagues, parents, guardians or carers in their capacity as partners in the educative process; and
- 11. Make every effort to encourage parents, guardians and carers to interest themselves actively in the education and welfare of children in their care.

Key Principle Five

Act with Honesty and Integrity

Members of the Teaching Profession shall:

- 1. Comply with policies and procedures issued at school, college or national education level, regarding to the use of property, facilities, finances and ICT in their educational setting;
- 2. Conduct assessment and examination related tasks with integrity and in compliance with official regulations and procedures;
- 3. Represent themselves, their experience, professional position and qualifications honestly;
- 4. Only disclose confidential information within the parameters allowed by legislation;
- 5. Be mindful of their position as a role model to students; and
- 6. Both in their personal and professional life, be mindful of their behaviour and attitude, being that these may have an impact on the profession they represent.

Key Principle Six

Keep their Professional Knowledge and Practice Up To Date Members

of the Teaching Profession shall:

- 1. Maintain high standards of practice in relation to teaching and learning, classroom management, planning, monitoring, assessment and reporting;
- 2. Keep their professional knowledge and skills updated throughout their teaching career;
- 3. Keep updated their knowledge of relevant guidelines and educational developments in their teaching post and role and in relation to teaching in general;
- 4. Reflect upon and evaluate their practice as part of their continuing professional development;
- 5. Be open and respond positively to constructive feedback regarding their teaching practices; and
- 6. Seek support, advice and guidance where necessary

As a teacher at Verdala International School,	I hereby confirm that I	have read, understar	nd, and will embrace the
Malta Teachers' Code of Ethics and Practice			

Printed Name			



Signed Name	
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Date (day/month/year)

2. VIS Support Staff Code of Ethics and Practice,

Key Principle One

Maintain trust in the designated role

Employees of VIS shall:

- 1. Base their relationship with all members of the VIS community on mutual trust and respect.
- 2. Have regard for the safety and wellbeing of all people around them or under their responsibility.
- 3. Respect the uniqueness and diversity of the VIS community they are part of.
- 4. Work in a collaborative manner with colleagues and other professionals.
- 5. Develop and maintain good relationships with parents, students and colleagues
- 6. Act with honesty, integrity and fairness.
- 7. Be sensitive to the need for confidentiality where appropriate.
- 8. Take responsibility for maintaining the quality of their role at VIS.
- 9. Uphold public trust and confidence in VIS as an establishment.

Key Principle Two

Maintain Professional Relationships with Students

Employees of VIS shall:

- 1. Maintain professional boundaries whilst in school and out of school, avoid improper physical contact, avoid inappropriate communication via any form of media and avoid inappropriate relationships with students.
- 2. Act in keeping with their unique position of trust and status as role models.
- 3. Follow safe schools policies and guidelines as directed by school.
- 4. Act appropriately towards students exercising care in their language, gestures and attitudes, ensuring that they do not act in such a manner that is embarrassing or disparaging and ensuring that they do not use abusive language or offensive names or make inappropriate remarks.
- 5. Act with a professional attitude and behaviour at all times.

Key Principle Three

Respect the Uniqueness and Diversity of Students

Employees of VIS shall:

- 1. Demonstrate respect for diversity, maintain fairness and promote quality irrespective of gender, race, religion, sexual orientation, appearance, age, language or different needs or abilities.
- 2. Maintain an up to date knowledge and understanding of, implement and comply with, current child protection procedures.
- 3. Contribute to the creation of a fair and inclusive school environment by addressing discrimination, stereotyping and bullying.
- 4. Identify and refer to the competent authorities any issues that might impact on students' welfare at the earliest possible stage.

Key Principle Four

Work in a Collaborative Manner with Colleagues, Parents, Guardians and Carers Employees of



VIS shall:

- 1. Work in a collegiate and cooperative manner with colleagues and other professionals who work in multidisciplinary teams.
- 2. Respect, support and collaborate with colleagues in the highest standards of professional courtesy.
- 3. Be prepared to help junior colleagues and those in training and induction in all possible ways.
- 4. Respect the authority of senior professional colleagues while retaining the right to express a professional views.
- 5. Not publicly reprimand, censure, rebuke or criticise any colleague, parent
- 6. Refrain from making public statements which bring VIS into disrepute.
- 7. Engage and work positively with all members of the community in an open and respectful way.
- 8. Ensure that their communications with parents, students and colleagues comply with the VIS policies and procedures.

Key Principle Five

Act with Honesty and Integrity Employees

of VIS shall:

- 1. Comply with policies and procedures issued by the School.
- 2. Represent themselves, their experience, professional position and qualifications honestly.
- 3. Only disclose confidential information within the parameters allowed by legislation.
- 4. Both in their personal and professional life, be mindful of their behaviour and attitude, in cases where these may have an impact on the School.

Key Principle Six

Keep their Working Knowledge and Practice Up To Date Employees of

VIS shall:

- 1. Maintain high standards of practice in relation to all aspects of their role at VIS.
- 2. Keep their knowledge and skills updated.
- 3. Reflect upon and evaluate their practice as part of their growth.
- 4. Be open and respond positively to constructive feedback regarding their work.
- 5. Seek support, advice and guidance where necessary.

As an employee at Verdala International School, I hereby confirm that I have read, understood, and will embrace the VIS Code of Ethics and Practice.

Printed Name		
Signed Name		
Date (Day/Month/Year		



B3 Appendix 2

link to Staff Handbook:	(VIS Personnel only)	Staff Handbook
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B3 Appendix 3 - Table of Additional HR Benefits or Payments

Shipping and settlement allowance for expatriate	EU/EEA	Non EEA/EU		
staff	€1000	€1500		
Termination Benefits	0-5 years: Nil	6-9 years: € 1000	10-14 years: € 1500	15+ years: € 2000
Extended Essay payment per Essay	200 Euro per essay			
Tuition standard charge per student	25 Euro per student	Includes 5 Euro per student for the school		
ASA Teacher coaching/leader	25 Euro per session			

(BOD approved June 14 2019)

B4 Appendix 4 - Whistleblower Policy Annex documents

B4.4 A Annex A Sample of -<u>Whistleblower Form</u>

Disclosure Report

Whistleblowing Report Form No XXXX



Name:-	Date of Disclosure:	
ID no.		
Contact Details:-		
Name of Entity:-		
Department:-		
Telephone:		
Grade:-		
Reporting to:		
Description of Alleged Improper Practice		
Attachments (any supporting evidence for the allegations)		
When it occurred		
Where it occurred		
How it occurred		
How it came to your knowledge		



Names of persons responsible for the improper practice	
Names of any other persons in possession of relevant information	
Employees with whom improper practice was discussed	
Estimate of value of financial loss/es involved	
I hereby authorize the disc Whistleblowing Reporting it is necessary or appropria	——————————————————————————————————————

B4.4 B Whistleblower Policy Annex B

Auditor General

Eailure to observe laws, rules a

Failure to observe laws, rules and regulations relating to public finance and misuse of public resources

^{*}indicate the non-applicable section by indicating N/A



Commissioner for Revenue Income tax, corporate tax, capital gains tax, stamp duties, national insurance contributions, value added tax or "revenue acts" as defined in the Commissioner for Revenue Act Commissioner for Voluntary Organisations Activities of a voluntary organisation Financial Intelligence Analysis Unit Money Laundering or financing of terrorism in terms of the Prevention of Money Laundering Act Malta Financial Services Authority The business of credit and financial institutions, the business of insurance and the activities of insurance intermediaries, the provision of investment services and collective investment schemes, pensions and retirement funds, regulated markets, central securities depositors, the carrying out of trustee business either in a professional or a personal capacity and such other areas of activity or services as may be placed from time to time under the supervisory and regulatory competence of the Malta Financial Services Authority. Ombudsman i)Conduct involving substantial risk to public health or safety or the environment that would if proved, constitute a criminal offence; and ii) All matters which constitute improper practices and which are not designated to be reported to any other authority **Permanent Commission Against Corruption** Corrupt practices

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B3 Appendix 5 - HR Document Control Information Sheet

(All dates written year/ month/ day)

Document references	Document Control	Authorisation	Modification History
Title/no.	BOD approval	Person making change	With effect from
6.1.iv	13 Nov 2019	HOS	4 th changed to 6th
6.1.ii	Oct 12 2020	MamoTCV Advocates Legal Team	"Dependants" defined
B3 Version 2	Oct 12 2020	MamoTCV Advocates Legal Team	Whole document language legalised & amended accordingly to a Ver 2.
5.i	Dec 14 2020	HOS	All teachers will be recruited and placed on the salary scale based on their years of full-time teaching experience in a licensed/recognized educational institution (add) or full-time experience in the educational sector.
5.i	March 10 2021 The additional "part-time step "allocation is applicable from March 2021 and not back-dated.	HOS	VIS has a salary scale which is based on years of experience. All teachers will be recruited and placed on the salary scale based on their years of full-time or part-time teaching experience in a licensed/recognized educational institution or full-time experience in the educational sector. 1 step on the salary scale will be awarded per 1 year of relevant, full-time or part-time
			experience. In subsequent years, the teacher shall move up one



			step on the salary scale for each year of service up to 40 years of experience.
9.8	April 25, 2022	HOS	Each staff member is entitled to two working days for wedding leave.
10.4	Jun 16, 2023	HOS & ASA Coordinator	Tutoring Policy rewritten
B3.A.15	Sep 11, 2023	Governance Committee	New policy: Whistleblower Policy