

Marina International School

SERVICE RULES

Revised 16th July 2020

These Rules embody the Terms and Conditions of Service in the Marina International School, and apply to all employees of the School.

It is the responsibility of all employees to acquaint themselves with the provisions of these rules, and to comply with them at all times.

DEFINITIONS

In these Rules, unless otherwise stated:

'School' means the Marina International School, comprising of a Nursery, Junior and a High School.

'Headteacher' means the Head Teachers of the School, as defined in the Constitution of the Parent/Teacher Association.

'Salary' means substantive salary and does not include allowances.

'Board' means the Board of Governors of the School appointed by the Parent/Teacher Association.

'Chairperson' means the Chairperson of the Parent/Teacher Association appointed at the Annual General Meeting.

POWERS TO AMMEND RULES

The Board shall be empowered to amend, relax or interpret any Clause or Section of these Rules by a resolution passed by a simple majority.

No new rule or amendment to an existing rule shall come into force until passed by a resolution of the Board and issued in the form of a circular or amendment slip, a copy of which shall be made available to every employee.

DELEGATION OF POWERS

The powers conferred on the Head Teacher may be exercised in his/her absence by any one of the Deputy Headteachers or the Teacher authorized to act as such Headteacher.

1. APPOINTMENT AND PROMOTIONS

- 1.01 Appointment and promotion of Staff shall be made by the Board, and communicated in writing by the Headteacher.

Appointment of the Headteachers shall be made by the Board and communicated in writing by the Chairperson.

- 1.02 There will be four categories of appointments:-

- a) Permanent appointment with contributory superannuation benefits
- b) Local contract appointment
- c) Expatriate contract appointment
- d) Temporary appointment

Permanent appointment with contributory superannuation benefits will be available to employees who are eligible to participate in the pension schemes managed by the Social Security and Housing Finance Corporation.

Local contract appointment is available to employees who are not eligible for permanent appointment.

Expatriate contract appointment will be offered to teachers recruited from overseas.

Temporary appointment will be offered for short-term service, including part-time work.

- 1.03 The letter of appointment of every member of staff shall contain the terms and conditions of service.
- 1.04 Before being appointed, an employee shall be required to produce a valid medical certificate of good health and fitness, from a registered medical practitioner. Employees shall be responsible for supplying whatever information may be required for the purpose of completing administrative arrangements in connection with their appointments.
- 1.05 Every employee appointed shall be on probation until confirmed in his appointment. The normal period of probation is six months from the date of assumption of duty. The confirmation of appointment is subject to the approval of the Board. In the case of experienced teachers, the period of probation may be varied by the Board. The probation period may be extended at the discretion of the Board.
- 1.06 An employee on contract is, subject to the terms of his contract, is eligible to receive gratuity at such rates as are approved by the Board, at the end of the contract period.
- 1.07 A gratuity is earned with effect from the date of assumption of duty.
- 1.08 All contracts shall contain a clause providing for the termination of the contract on three month's notice being given by either party, or the payment of three months' salary 'in lieu' of notice.
- 1.09 Three months before the date on which a contract expires, the employee shall give notice to the Board whether he desires to remain in its employment; and the Board shall decide whether it will offer him further employment, in which case the re-engagement shall be on such terms and for such a period as may be mutually agreed.
- 1.10 The hours of work shall be:

Infant/Nursery, academic staff	-	8:00 a.m. to 3:15 p.m.
Junior School, academic staff	-	8:00 a.m. to 3:15 p.m.
High School, academic staff	-	8:00 a.m. to 3:15 p.m.
All Administrative Staff	-	8:00 a.m. to 4:00 p.m.

- 1.11 An employee shall diligently and faithfully and to the best of his/her ability perform his/her duty as detailed in his/her job description and such other duties as may be assigned to him/her from time to time. He/She shall obey at all times the lawful orders of the School, Headteacher or any officer of the school in lawful authority over him/her.

- 1.12 By definition the School's Terms will be as follows:

1 st Term	-	1 st September	-	31 st December
2 nd Term	-	1 st January	-	30 th April

3rd Term - 1st May - 31st August

- 1.13 An employee on a permanent appointment may retire at the age of 45 years, but shall retire at the age of 60 years in line with SSHFC Act. If an employee wishes to retire at 45 he/she must give three months notice, expiring at the end of one of the School's terms.
- 1.14 The appointment of an employee may be terminated on either side by three months notice, expiring at the end of one of the School's terms.
- 1.15 Where it appears to the Headteacher that undue delay will occur before a vacancy can be properly filled, he shall have the discretion to make a temporary appointment of up to one year.

2. **SALARIES AND ALLOWANCES**

- 2.01 The salary scales shall be determined by the Board.
- 2.02 Salaries are payable monthly, in arrears, by the last working day of the month.
- 2.03 Salary increments will normally be granted, where applicable, on the first day of September every year, provided the employee has served for at least six months.

A Headteacher may suspend, defer or withhold the salary of an employee if disciplinary action is proceeding or has proceeded because of unsatisfactory work or conduct within the past year.

Increments shall not normally be deferred for more than six months at a time.

In the case of exceptional merit, extra incremental credits may be granted by the Board on the recommendation of the Headteacher.

- 2.04 Employees required undertaking the full duties and responsibilities of a post in a higher grade, shall be eligible for an acting allowance, determined by the Board.
- 2.05 The Board may grant an employee a responsibility allowance, determined by the Board, in recognition of additional responsibilities not necessarily associated with the post to which he is appointed.
- 2.06 The Board accepts no obligation to transport any employee between his home and the School.
- 2.07 Income Tax will be deducted from salaries, as instructed by the Gambia Revenue Authority.
- 2.08 An employee leaving the service of the School shall receive retiring benefits in accordance with the rules of the SSHFC.
- 2.09 All employees in Category 5 and 6 who own and maintain a car shall be entitled to a basic car allowance, at a rate to be determined from time to time by the Board.

Car allowance shall be paid only when an employee owns and maintains a private car in roadworthy condition and when the car is in daily use in connection with his daily duties.

- 2.10 All employees living outside Bakau New Town shall be paid transport allowance at a rate to be determined from time to time by the Board.
- 2.11 An employee requiring an advance shall apply in writing to the Board through the Head. The advance will be negotiated with the School Bankers, with the School indemnifying the Bank.
- 2.12 In special circumstances, the Headteacher may grant an employee an advance of up to one month's salary, repayable over a six-month period, with an interest rate to be determined by the Board.

3. **LEAVE AND PASSAGES**

- 3.01 An employee who is certified by a Registered Medical Practitioner as unfit for duty as a result of injury or illness shall receive full pay up to 30 days during the first year of service, increasing by 15 days for each year of service, up to a maximum of 90 days.
- 3.02 The Headteachers may at any time require an employee who is unable to perform his duties as a consequence of illness, to submit to an examination by a Registered Medical Practitioner.
- 3.03 Female employees shall be entitled to six months maternity leave on full pay, irrespective of the period of service an employee should be entitled to maternity leave. This leave will not start earlier than 6 weeks before the expected date of confinement.

The female employee must give a written confirmation of her pregnancy fourteen weeks before the date of confinement, from her family doctor.

- 3.04 An employee who is absent from work for more than 2 days as the result of illness or injury shall:
 - i) Report to a doctor as soon as possible and make himself available for medical treatment.
 - ii) Furnish the Head with an appropriate medical certificate.
- 3.05 An employee who does not fulfil the conditions set out in 3.04 shall not be entitled to any pay for the duration of his absence.
- 3.06 Employees, other than teachers, shall be entitled to an annual holiday equivalent to 20 working days for maintenance staff, and 25 working days for clerical staff. This shall be taken, by arrangement with the Head, during the long School holidays.
- 3.07 Up to 7 days leave may be granted at the discretion of the Head in order for an employee to attend to urgent private matters.
- 3.08 An employee who is a Teacher may be required to attend at School for a short period at the end of a school term and/or before the start of a school term, at the discretion of the Head.

3.09 Subject to the provisions of 3.08 Teachers may take their holidays during the School holidays.

3.10 An employee recruited from outside the Gambia, not normally resident in the Gambia, shall be entitled to free transportation at the beginning and end of his/her contract.

Transportation shall be in respect of himself, his spouse, and up to two children under the age of eighteen years.

If transportation is by air, the employee shall be entitled to claim up to 10 kilogrammes of excess baggage in respect of each adult ticket used, and 5 kilogrammes in respect of each child's ticket used.

4. **DISCIPLINE**

4.01 The highest standard of discipline will be expected of all employees in and out of the School.

4.02 In matters of discipline or arrangement of work, all employees are under the direction of the Headteachers.

4.03 Disciplinary action shall be taken in respect of any action by an employee prejudicial to discipline and the proper administration of the School, and likely to be a bad example to the pupils of the School.

4.04 An employee may be suspended from duty by the Headteacher if, in the Head's opinion, it is in the interest of the School that the employee be prohibited from performing his duties.

4.05 The Board may interdict an employee from his duties with immediate effect, provided that disciplinary action is being taken or is about to be taken, or that criminal proceedings are instituted against the employee.

4.06 An employee shall not engage in any outside occupation or employment for financial reward without the written approval of the Head.

4.07 In the case of unsatisfactory work or conduct, the following procedure shall be followed:

- A serious verbal warning shall be given to the employee concerned, and a note that this warning was given shall be placed in the employee's file, duly signed by both parties.
- If there is no improvement the Head may then send a formal written warning.
- If there is still no improvement the employee shall be liable to termination of appointment.
- All warnings lapse after a period of 2 years.

4.08 Any employee who is aggrieved by decision relating to his employment may submit a written petition to the Board.

SERVICE RULES

AMMENDMENT NO.1 – 2001

ADOPTED BY THE EXECUTIVE BOARD OF THE P.T.A ON THE 16TH JULY 2020

5. RELATIONSHIP WITH OTHER SCHOOL

- 5.01 The Head is a full time employee of the school and is responsible for the internal organization, management and discipline of the school. As such he/she should be wholly committed to the affairs of the school and shall not be involved in the affairs of any other school without the prior approval of the Board. The Board may give its approval if such involvement is in the best interest of MIS.
- 5.02 The staff who are full time employees shall not be involved with other schools without the prior permission of the respective Head Teachers. Such permission should not be unreasonably withheld if it is a reciprocal arrangement with that other school, if it is a community service for a public school or if it is obligatory by any law in force.

6. SHARING OF RESOURCES AND INFORMATION

- 6.01 Teaching or other academic resources produced in the Gambia and available in the Gambia may be shared by the school with other schools provided the cost of reproduction is borne by that other school.
- 6.02 Teaching materials or other academic resources obtained outside the Gambia can only be shared if purchased by the other school from MIS on the basis of some mutually beneficial arrangement.
- 6.03 Teaching or other materials developed by the teachers is the property of the school and cannot be made available to other schools.
- 6.04 Information may be shared with other schools in the furtherance of education and on the basis of reciprocity. Such information should be of a general nature and should not include matters relating to the Board meetings or future plans of the school, or plans not yet implemented and should not be to the detriment of the school.
- 6.05 Facilities may be made available to another school at the discretion of the Head on the basis of reciprocity, provided it will not cause any financial loss or a run down of the facility.

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**CHAIRPERSON OF THE
BOARD OF GOVERNORS OF THE P.T.A**