



The International School of Port of Spain

Terms and Conditions of Employment for Teaching Staff

Adopted May 2007
Amended June, 2018 & Sept 2018 by ICE/HR
Approved by Director, June & Sept 2018

The International School of Port of Spain enters into this agreement with _____ (the employee), _____, on this _____th day of _____, 2019.

This agreement is valid for 2 years (August 1, 2018 to July 31, 2020), and the employer agrees to pay the employee a gross annual salary of _____ which represents class _____, step _____ on the School's salary schedule. In the second year of employment the step will be _____. By signing this document, both parties agree to the following **Terms and Conditions of Employment**.

1. Definitions and Interpretation

1.1 In this document:

- (a) "Employer" means The International School of Port of Spain Limited, a company incorporated under the Companies Act Chapter 81:01 and whose registered office is at 1 International Drive, Westmoorings.
- (b) "Employee" means a faculty member serving the Employer as a full-time or Part Time Employee on the terms and conditions contained herein
- (c) A "full time" teacher's daily schedule shall have at least an average of ninety minutes, free from instruction or supervisory responsibility, to provide for planning, student conferences, preparation for effective teaching and curriculum development. Teaching loads shall be equitably distributed. Consideration shall be given to the number of classes taught, preparation required, size of the classes, total number of students taught daily, and number of additional assignments (monitoring, supervising library, study halls, etc). A full time teaching load is 25-26 teaching hours per week. The salaries of teachers who exceed or fall below the recommended teaching hours per week will be adjusted to reflect their teaching load.
- (d) "Board" means the Board of Directors for the time being of the Employer.
- (e) "Director" means the Chief Administrative Officer of the School as appointed by the School Board.

- (f) “Overseas Hired Employee” means someone who is not normally a resident in Trinidad and Tobago and is recruited from overseas for the specific purpose of teaching at the International School of Port of Spain.
- (g) “School” means The International School of Port of Spain, located at 1 International Drive, Westmoorings, Port of Spain, Trinidad.
- (j) “School Year” means the period of time when teachers are expected to report to work including a maximum of 185 student contact days and a maximum of 10 non-contact days.
- (h) “Force Majeure” is defined as an event of any cause beyond reasonable control of the Employer which results in the closure of the school for more than 4 weeks. Force Majeure is determined by the Board.
- (i) “pro-rated” daily wage is calculated on the total number of student contact days.
- (j) “School Calendar” means the calendar showing the beginning of school, the end of school and other relevant dates.
- (k) “Working Day” means the hours of duty within which the employee is required to report to work in any given day, normally 7:15am to 3:00pm.

1.2 This Document shall be read and interpreted in conjunction with the Faculty Handbook and the Board Policy Manual. If there is any conflict between the terms of this document and any other mutually agreed document, namely, but not limited to the Faculty Handbook and/or Board Policy Manual, the terms of this document shall prevail.

2. Preconditions of Employment

2.1 The employment of the Employee is conditional upon the Employee:

- (a) providing references satisfactory to the Employer.
- (b) providing proof of relevant work experience.
- (c) supplying certificates to prove the qualifications stated in the Employee’s resume or application which would become part of the Employee’s official file and record.
- (d) providing a police certificate of character.

- (e) being certified fit for work following a full medical examination to be carried out by a medical practitioner selected by the Employee, agreed upon by the Employer and paid for by the Employer.
- (f) being free from any obligations to a third party which might prevent the Employee from starting work on the day stated above or from properly performing the intended duties of a teacher at the School.

2.2 The first six months of the Employee's employment with the Employer will be treated as a probationary period. The employment may be terminated by either party giving three months' notice, in writing, at any time during, or at the end, of this period. At the end of the probationary period a letter will be given to the employee confirming that their probationary period has been successfully completed.

3. Obligations of Employee

3.1 The Employee shall, during his/her employment:

- (a) Be directly responsible to the Director or his/her designee and shall comply with his/her rules, regulations or written directives.
- (b) Diligently and dutifully carry out his/her duties and responsibilities in accordance with the policies and rules and regulations of the School contained in the Board Policy Manual and Faculty Handbook, subject to the provisions of this Employment Agreement.
- (c) At all times and in all respects, conform to and comply with the Code of Ethics as contained in the Faculty Handbook. (page 7)

3.2 The Employee shall not undertake any other work that will conflict with his/her abilities to perform his/her duties hereunder.

3.3 The Employee shall not, during or after the termination of his/her employment disclose to anyone other than in the proper course of his/her employment, any information of a confidential nature relating to the School, students, Employees or the School's business.

4. Salary and Benefits

- 4.1 The Employer shall pay to the Employee a gross salary as determined on the School's salary scale based on academic qualifications and years of teaching experience.
- 4.2 The **annual salary** shall be paid to the Employee in twelve equal payments on the 25th day of each month. If the 25th day of the month falls on a weekend, the employee shall be paid on the preceding Friday.
- 4.3 **Salary adjustments** and increments will be made as follows:
 - 4.3.1 Salary changes related to increased professional qualifications and/or certification will take effect the month following the presentation of appropriate documentation to the Director or from the date of completion of certificates/coursework. These changes will be in accordance with the salary scales adopted by the school and will be paid retroactively at the end of the school year.
 - 4.3.2 Salary changes related to changes in work schedules and responsibilities will take effect coincidentally with the relevant changes in work schedule.
 - 4.3.3 The Employer shall deduct all income tax, imposts, surcharges, levies and other statutory deductions due and owing on the Employee's basic salary, bonus and other sums due to the Employee under this Document, and shall pay same over to the Board of Inland Revenue or other statutory authority as applicable.
- 4.4 Subject to the Board's approval, a **special allowance** may be added to the teacher's salary for relevant professional qualifications. Such qualifications must be relevant to the teaching job, current and recognized by relevant accreditation authorities.
- 4.5 The Employee may be asked to undertake and perform various **special duties** and projects from time to time. Depending upon the magnitude and the duration of the specific duty or project, the Director, subject to approval by the Board, may approve a lump sum payment that will be made to the Employee for his/her undertaking the responsibility.
- 4.6 The Employer shall set aside a sum of money for the **Professional Development** of Employees. The Employee may apply for professional development funds on an annual basis.

- 4.6.1 Employees wishing to pursue professional development shall apply through their Principals with relevant details of the professional development course or program to be pursued. The Director shall determine whether and how to apply the funds towards the program or course.
- 4.6.2 Employees are entitled to paid professional leave of up to five (5) days for attending professional courses. Professional leave must be applied for and approved by the Director of School.
- 4.7 The Employer shall arrange for the Employee to be covered with **life insurance** which, in the event of the Employee's death while employed under this Agreement, shall pay a sum to the Employee's estate or chosen beneficiary at a rate of \$250,000 T.T. Dollars.
- 4.8 The Employer shall arrange for the Employee to be covered under a **tax deferred annuity plan**.
- 4.8.1 The employer shall contribute to an employee's annuity plan as follows:
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|--------------------------|----------------------|
| 0-5 years of service | 5% of monthly salary |
| after 5 years of service | 7% of monthly salary |
| after 7 years of service | 9% of monthly salary |
- 4.8.2 The Employee may, through payroll deduction, contribute towards the annuity plan as allowed by law.
- 4.9 The Employer shall arrange for and cover the cost of membership for the Employee in an appropriate group health plan.
- 4.10 The Employee will be entitled to time off for **public holidays**, without a reduction in salary, as set forth in the approved School Calendar.
- 4.10.1 Employees are deemed to be on paid leave when school is not in session, i.e. Christmas Break, Easter break and summer, and can be called in for duty in accordance with the adopted school calendar.
- 4.10.2 Days missed at the beginning or end of the School Year, or at the beginning or end of a period of school closure, will be deducted from salary at twice the pro-rated daily wage.
- 4.11 After three (3) years of full time service with the School a teacher may request a sabbatical leave for one year. The purpose of sabbatical leave is for educational edification or advancing educational qualifications. A teacher may not be granted a sabbatical for the purposes of seeking or being engaged in alternative

employment. **Sabbatical leave** must be requested by the 15th of January, if granted, is without pay and will not count as service with ISPS, however, reduced tuition fees and participation in a group health plan would be continued during the duration of the sabbatical. The previous position held with the School is not guaranteed and is based on financial standing, enrolment changes, subject offerings, etc. The granting of sabbaticals occurs at the discretion of the Director.

- 4.11 In the event an Employee becomes pregnant, she will be entitled to time off for **maternity leave**, in accordance with the Maternity Protection Act, 1998, Act 4 of 1998, without a reduction in salary, for a period of not more than fourteen (14) weeks, commencing not more than one (1) month prior to the expected date of birth. *Amended May 28, 2013*
- 4.11.1 Upon written request to your Supervisor at least two (2) weeks prior to the expiration of the period provided for by Clause 4.10 above, the Employee will be entitled to additional time off, without salary, for a period of not more than one (1) month from the date of the expiration of the period provided for by Clause 4.11 above. **This is for non-medical reasons.**
- 4.11.2 A male Employee shall be entitled to one (1) week of paternity leave during the School Year upon written request to the Director. Paternity leave must be taken within one (1) month of the birth of his child.
- 4.11.3 The Employee will sign the necessary documents to allow the Employer to collect the National Insurance Scheme payments which may be due to the Employee.
- 4.12 The Employee shall be entitled to **bereavement leave** during the School Year without a reduction in salary for a period of not more than five (5) working days in the event of a death in the Employee's immediate family (that is, Employee's spouse, father, mother, brother, sister, son, daughter or grandparents).
- 4.13 Upon proper advance written notification to the Director or a Principal, the Employee may be granted time off, without a reduction in salary, for up to ten (10) days during the School Year.
- 4.13.1 The intent of this benefit is to provide **5 sick days** and **5 personal days**.
- 4.13.2 Unused sick leave may be accrued from one year to the next to a total of 30 work days in any contractual year. The purpose of this accrued leave is to protect the Employee's salary in the case of serious illness or injury to the employee or the employee's spouse, father, mother, brother, sister, son, daughter or grandparents.

- 4.13.3 Banked days may be donated to another employee.
- 4.13.4 A maximum of three (3) unused personal days will be “bought back” from the employee at the end of the year at a prorated daily wage.
- 4.13.5 In the event there are no available days left, leave will be deducted from the employee’s salary at the discretion of the Department Manager.
- 4.14.6 For absences greater than five (5) working days, the Employee must provide a Sick Leave Certificate from a doctor.
- 4.14.7 Teachers who participate in field trips for three or more consecutive nights will receive an additional personal day. The timing of the taking of the additional personal day occurs at the discretion of the Principal.
- 4.15 Children of faculty members may enrol at ISPS at **reduced rates of tuition**, based on the published fee structure of the School.
- 4.16 Additional benefits for **overseas** hired teachers include:
 - 4.16.1 Furnished apartment as designated by the employer.
 - 4.16.2 The use of a School vehicle for personal and professional needs.
 - 4.16.3 Travel allowance of US\$1500 per annum paid to the employee in August of every year of employment.
 - 4.16.4 A shipping/settling allowance of US\$1,500 per family. This is a cash payment at the beginning and end of employment.
 - 4.16.5 Enrolment in a comprehensive group health policy.
 - 4.16.6 Tax free status in Trinidad and Tobago for US citizens for the first two (2) years of employment. Third and subsequent years of employment will be subject to 30% Trinidadian taxes on salary and benefits, deducted from the employee’s salary.
 - 4.16.7 During the last year of employment, overseas hired teachers will be granted a maximum of 5 days’ recruitment leave. This leave must be applied for through the Director of the school.

5. Medical Examination

5.1 Upon reasonable cause, the Employer shall be entitled to require the Employee to undergo examinations by a medical advisor to be appointed or approved by the Employer and at the expense of the Employer, and to provide the blood, urine or other like specimens for analysis, and the Employer authorizes the medical advisor to disclose to the Employer the results of the examination and/or analyses as might impair the Employee in properly discharging his/her duties.

6. Employee Warranties

6.1 The Employee warrants, by virtue of accepting this Employment Agreement that all employment references, academic certificates, resumes of experience and other matters of personal history submitted at any time to the Employer are true and correct in all respects and will not be in breach of any expressed or implied terms of any contract with the School or of any other obligations binding upon him.

7. Termination of Employment

7.1 The Employer shall have the right to terminate the Employee's employment immediately, without notice, in the event of gross misconduct by the Employee or if the Employee commits any material breach of this Employment Agreement and/or the School Policy Manual and/or the Code of Ethics.

7.2 In all circumstances other than those stated in section 7.1 and 7.7, the Employer may terminate the Employee's employment by giving three (3) months' notice in writing or three (3) months basic salary in lieu of notice.

7.3 The Employee may terminate his/her employment by giving the Employer three (3) months' notice, in writing. The Employer may waive this notice period in its sole discretion.

7.4 The notice period outlined in 7.2 and 7.3 is inclusive of weekends yet exclusive of days when school is not in session, i.e. Christmas Break, Easter break and summer.

7.5 If the Employee is terminated pursuant to section 7.1 or the Employee terminates this agreement, the Employer shall be liable to the Employee only for wages which have already been earned and not paid up to the time the employment is ended.

- 7.6 In the event of changes in the School's population or an emergency, which warrants a long-term closure (Force Majeure), the School reserves the right to initiate redundancies. An employee may be made redundant if his/her function has become surplus to the school and is no longer required for its operations.
- 7.6.1 Decisions on redundancies will be made based on student numbers within specific sections of the School.
- 7.6.2 Compensation for redundancies will be a payment equal to two (2) weeks current salary for each year of service for the first four (4) years and three (3) weeks current salary for every additional year.
- 7.7 If the school is to be temporarily or permanently closed by order of the government of Trinidad and Tobago, the US Embassy or the Board of Directors, as a result of an emergency Force Majeure situation, employees shall be entitled to termination benefits calculated in accordance with the Retrenchment and Severance Benefits Act No. 32 of 1985.

If the Employee is absent due to incapacity for three (3) consecutive months, the Employer may terminate his/her employment summarily by written notice and in that event, the Employer shall at the time of such notice pay to the Employee a sum equal to one (1) month's current salary.

8. Notices

- 8.1 Any notice given under the provisions of this Employment Agreement is deemed to be duly served on the Employee, if delivered personally, left at or sent by post to the residential premises recorded in the Employee's file, and on the Employer if left at the school's administrative offices in care of the Director.

9. Terms

- 9.1 These Terms and Conditions will apply for a period of two (2) years.
- 9.2 In December prior to the expiration of the contract, letters of intent to renew contracts will be issued by the school to overseas hired teachers. A letter of intent will be sent out by December 10. Faculty members will sign and return the letter to the Director no later than the first day back after the December break.
- 9.3 In the event of short term closure of the School, as a result of emergency closings, Employees are considered to be on leave with pay. Teaching days lost due to emergency closings will be made up either through extended school days or an extended school year.

10. Retirement

- 10.1 Retirement will automatically be initiated at the end of the school year in which the Employee attains the age of 60. The retirement age may be extended by mutual agreement between the employer and employee for a period of no more than 5 additional years.

11. Community Activities Involving Staff

- 11.1 School personnel are encouraged to participate in community activities, so long as they do not accept community responsibilities, which interfere with their regular schoolwork.

12. Conflicts of Interest

- 12.1 Employees shall not at any time engage in any employment that would affect their usefulness as employees in the school, would make time and/or energy demands upon the individuals which could interfere with their effectiveness in performing their contractual duties, would compromise or embarrass the school, would adversely affect their employment status or professional standing, or would in any way conflict with or violate professional ethics.

Employees shall not engage in any other employment or in any private business during the hours required to fulfil assigned educational duties. Employees shall not sell any books, supplies, musical instruments, equipment or services to any student or to the parents or guardian of a student unless prior approval has been received from the Director.

Any employee who receives a gift with a value exceeding US\$125.00 from a member of the school community or associated with the school must register the gift in a gift register maintained by the school Business Manager.

Employees should not teach their own child unless there is no practical alternative.

Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, no administrator or supervisor shall be responsible for the supervision and/or evaluation of an immediate relative. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for an immediate relative as a result of the school's business dealings

13. Law

13.1 These Terms and Conditions of Employment will be interpreted and subject to the laws of the Republic of Trinidad and Tobago.

Director

Date

Employee

Date