

Staff Handbook 2020 / 2021



We take great pleasure in welcoming our returning employees and new employees who choose to Learn, Teach and Grow along with our Children who come from across the globe.

Nibras is an American Curriculum School and is proud to be a part of the competitive market in the World's most popular place "UAE – Dubai"
We are happy and hope that collectively we can take the School to great success with all the knowledge and experience we bring from our different educational backgrounds.

Welcome to the NIS Team!



Table of Content

I. Operational Information

- a.) About NIS
- b.) School Staff Calendar
- c.) Management Structure
- d.) Working Days / Timings
- e.) Dress Code
- f.) Attendance
- g.) Vacation
- h.) Public Holidays
- i.) Contracts
- j.) Duties of an Employee
- h.) Probation Period

II. Employee Benefits

- a.) Professional Development Policy
- b.) Flight
- c.) Medical Insurance
- d.) Accommodation
- e.) Child Education Discount

III. Leave Policy and Procedure

- a.) Sick Leave
- b.) Personal Leave
- c.) Maternity Leave
- d.) The procedure of the above Absences

IV. Confidentiality

V. UAE Government Rules & Obligations

- a.) No Smoking Rule
- b.) Contractual Obligations
- c.) UAE Tolerance Rule
 - Chapter 1
 - Chapter 2
 - Chapter 3

VI. Performance Management (Under Review)

VII. Disciplinary Policy

- a.) Code of Conduct
 - SCHOOL EMPLOYEES



INTRODUCTION

GENERAL PRINCIPLES OF CONDUCT

CONDUCT IN RELATION TO SCHOOL AUTHORITIES

COMPLIANCE WITH SECURITY AND SAFETY PROVISIONS

CONDUCT IN RELATION TO COLLEAGUES

EDUCATIONAL STAFF

PROFESSIONAL ACCREDITATION AND CONDUCT

CONDUCT IN RELATION TO STUDENTS

CODE OF CONDUCT IN RELATION TO THE PROFESSION

BREACH OF CODE OF CONDUCT

b.) Termination / Cessation of Contract

c.) Disciplinary Action

I. Operational Information

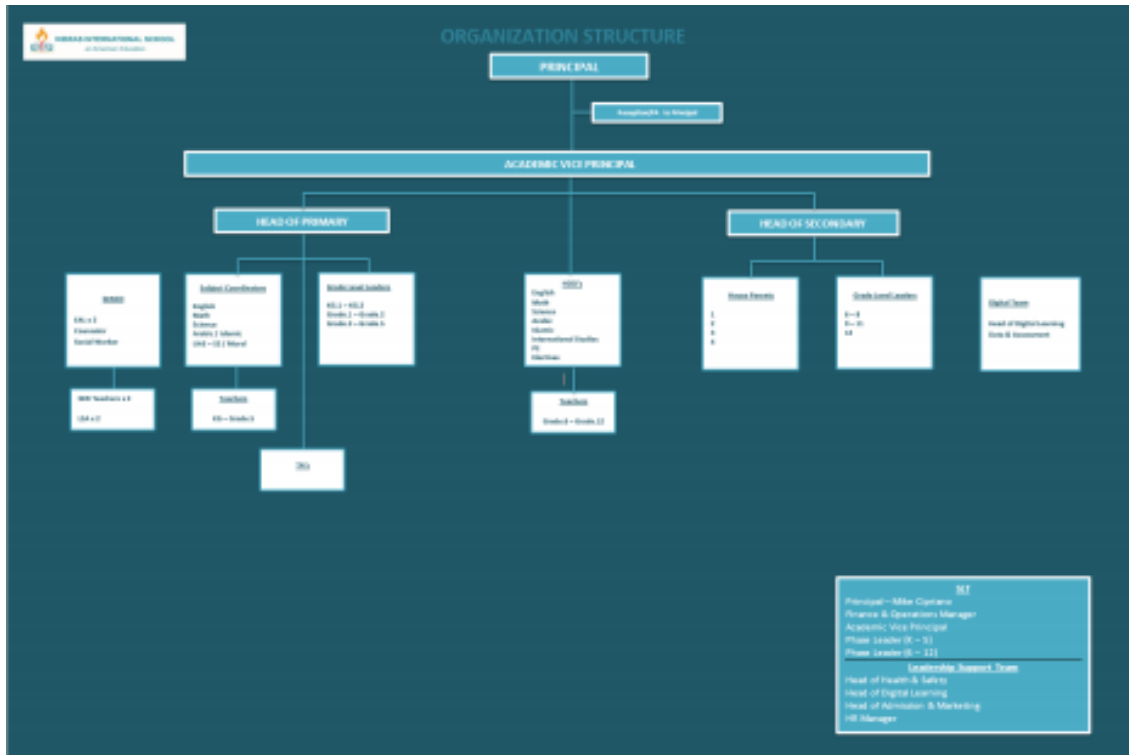
a) About NIS

- The Nibras journey began in 2005
- NIS is part of the International School Partnership school since 2017
- We are following the American Curriculum following the AERO Standards
- We cater to students from KG to Grade 12
- Nibras has a diverse population of Staff and Students

b) School Staff Calendar

AUGUST 2020							SEPTEMBER 2020							OCTOBER 2020							NOVEMBER 2020										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
					1		1	2	3	4	5					1	2	3	4	5		1	2	3	4	5	6	7			
2	3	4	5	6	7	8	6	7	8	9	10	11	12	13	6	7	8	9	10	11	12	13	14	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	20	21	13	14	15	16	17	18	19	20	21	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	27	28	18	19	20	21	22	23	24	25	26	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30					25	26	27	28	29	30	31			29	30						
30	31														29	30	31														
24 - FIRST DAY FOR SLT *25 - ISLAMIC NEW YEAR 26 - FIRST DAY FOR TEACHERS (NEW & RETURNING) 27 - NEW STUDENT ORIENTATION (K1 - K12) 30 - SEMESTER 1 BEGINS (K1 - K12) 31 - SEMESTER 1 BEGINS FOR KG 1 & 2 (STANDARD START TBC)							1/2 - SEMESTER 1 BEGINS FOR KG 1 & 2 (STANDARD START TBC)							7 - PARENT TEACHER CONFERENCE 9 - 12PM 8 - PARENT TEACHER CONFERENCE 10AM - 12PM 27/08/20 - SCHOOL CLOSED (HALF SEMESTER BREAK) *29 - THE PROPHET'S BIRTHDAY							*26 - NATIONAL DAY CELEBRATION										
DECEMBER 2020							JANUARY 2021							FEBRUARY 2021							MARCH 2021										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
		1	2	3	4	5					1	2	1	2	3	4	5	6	1	2	3	4	5	6							
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13				
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20				
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27				
27	28	29	30	31			24	25	26	27	28	29	30	28							28	29	30	31							
*1 - COMMUNICATION DAY *12 - ISLAMIC NATIONAL DAY 20 - LAST DAY FOR STUDENTS AND STAFF FOR WINTER BREAK 22 - WINTER BREAK							31 - NEW YEAR 1 - ALL STUDENTS AND STAFF RETURN TO SCHOOL 10 - 18 - PRINCIPAL UNAVAILABILITY							7 - SEMESTER 1 EXAMS 14 - SPORTS DAY (ELEMENTARY) 15 - SPORTS DAY (SECONDARY) 24/01/21 - SCHOOL CLOSED (END OF SEMESTER 1 BREAK) 27 - SEMESTER 2 BEGINS 28 - SEMESTER 1 REPORTS SENT OUT							31 - PROPHETS ASCENSION 27 - PARENT TEACHER CONFERENCE 9 - 12PM 28 - PARENT TEACHER CONFERENCE 10AM - 12PM 31 - LAST DAY FOR STUDENTS AND STAFF FOR SPRING BREAK 28-01 - SPRING BREAK										
APRIL 2021							MAY 2021							JUNE 2021							JULY 2021										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
					1	2	3						1	1	2	3	4	5						1	2	3					
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	13	4	5	6	7	8	9	10			
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17				
18	19	20	21	22	23	24	16	17	18	19	20	21	22	23	20	21	22	23	24	25	26	18	19	20	21	22	23	24			
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			25	26	27	28	29	30	31					
30	31																														
1 - SPRING BREAK CONTINUES 11 - FIRST DAY FOR STUDENTS AND STAFF AFTER SPRING BREAK *13 - ISLAMIC RAMADAN PROTECTED TBC 21 - WORLD BOOK DAY 28 - MUSIC FESTIVAL							*12 - ISLAMIC AL-FITR 28 - PARENT TEACHER CONFERENCE 9 - 12PM 27 - PARENT TEACHER CONFERENCE 10AM - 12PM							20 - SEMESTER 2 EXAMS 23 - GRADUATION 28 - CHESS FESTIVAL 30 - SEMESTER 2 REPORTS SENT OUT							1 - LAST DAY FOR STUDENTS KG-11 4 - LAST DAY FOR STAFF 5 - SUMMER BREAK 8 - LAST DAY FOR SLT										
NATIONAL ISLAMIC HOLIDAYS ARE SUBJECT TO THE LUNAR CALENDAR AND/OR KHDA DIRECTIVES																															
FIRST AND LAST DAY FOR TEACHERS FIRST AND LAST DAY FOR GRADE 1 - 12 STUDENTS FIRST DAY FOR KG1 & KG2 PARENT TEACHER CONFERENCE PRINCIPAL UNAVAILABILITY HALF SEMESTER BREAK - SCHOOL CLOSED SEMESTER EXAMS PUBLIC HOLIDAY - SCHOOL WILL BE CLOSED GRADUATION WINTER BREAK/SPRING BREAK/SUMMER BREAK SEMESTER 1 & 2 REPORTS SENT OUT FIRST AND LAST DAY FOR SLT RAMADAN PROTECTED SPORTS DAY/ MUSIC FESTIVAL/ WORLD BOOK DAY/ CHESS FESTIVAL * TBC BY KHDA/MDK																															

c) Management Structure



d.) Working Days / Timings

Working Days: Sunday – Thursday

Work Timings: As communicated by the Principal during induction at the start of each Academic Year.

All employees regardless of their designations may be required to work additional hours as are necessary for the proper performance of his/her duties.

e.) Dress Code

This policy establishes the dress code required for all employees working at NIS.

- Staff attire should be respectful and according to the culture and values of the UAE
- Staff should be professionally dressed at all times
- Men should wear formal trousers and a collared shirt
- Females should wear loose-fitting, modest, and professional clothing (blouses, skirts, pants)
- No sleeveless blouses
- No jeggings or leggings are permitted
- Tattoos should be hidden



- Teachers should avoid bright and unusual haircuts and excessive jewelry.
- Staff are allowed to wear jeans only on Thursdays if worn with the school logo polo shirt.

f.) Attendance

Attendance is tracked by the biometric attendance machine. Staff are required to sign in at the biometric machine daily. Failure to do so may result in loss of salary, as the machine is used aligned with payroll.

Leaving the Building during the Day - Available with permission of the Phase Leader. Staff must sign in and out in Reception

g.) Vacation

All Employees will take paid vacation on dates advised by the NIS internal calendar which will be based upon KHDA & Ministry of Labor contracts. Employees do not accrue vacation. The Employee must return to commence work before the start of each term as communicated by the Principal. As such travel arrangements must be planned accordingly; late returns will be reviewed by the Principal and will be treated as unpaid absence and may negatively impact the employee's annual performance evaluation.

h.) Public Holidays

Official public holidays will be paid and the dates will be as stipulated and declared by the UAE government.

i.) Contracts

An Employment Contract is for 2 years and in line with the UAE Labor Law. Contracts are either limited or unlimited depending on the nature of job role.

j.) Duties of an Employee

The Employee shall throughout the Employment Period have the following duties (the "Duties"):

- The Employee will be responsible for all duties outlined in their respective job descriptions.

- The Employee will devote full time, attention, and energies to the business of the School, and, during this employment, will not engage in any other business activity, regardless of whether such activity is pursued profit, gain, or another pecuniary advantage.
- The Employee hereby agrees not to directly or indirectly compete with the business of, or be employed in a business substantially similar to, or competitive with, the present business of the School or such other business activity in which the School may substantially engage during the term of employment.
- The Employee agrees to hold the School's Proprietary Information in confidence and to take all reasonable precautions to protect such Proprietary Information including, and without limitation; to not divulge any such Proprietary Information or any information derived from to any third person, unless expressly stated and agreed upon by the School. The obligations of this clause shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
- The Employee agrees to provide his/her services to the School. The Employee has the responsibility of informing the School/School of any changes to personal details or personal circumstances (e.g. bank account information, address, contact details).
- The Employee is responsible for effective work in the School according to the Employee's job description as given by the Principal;
- The Employee will make himself/herself available for work on all School days in the Nibras International School Calendar as determined by the School from time to time, in addition, staff may be required to extend working hours on occasion to support School events;
- The Employee will undertake such additional reasonable responsibilities and duties as may be requested or assigned by the Principal or other designated line managers. These will include active involvement in extracurricular activities programs of the School, as outlined by the Principal and the appropriate senior staff and which shall be advised to the Employee from time to time.
- The Employee will undertake professional development and in-service training as required including directed time prior to the start of each term.

h.) Probation Period

The probation period is for 6 months from the date of joining and does not include the summer vacation period.

II. Employee Benefits

a.) Professional Development Policy

All Employees are expected to attend some form of professional development from time to time. The Principal, members of the Senior Management Team, Head of Faculties, and Line Managers or the Employee may identify appropriate PD. The Principal, who is in overall charge of the School PD program, must approve all PD.

Without prejudice to the provisions as detailed in points (1) – (4) below, the School will cover the cost of the following items related to PD, in the event that the School requires the Employee to attend PD:

- PD fees charged by the PD provider
- Airfares
- Hotel Accommodation

In addition, the School will pay the Employee an allowance to cover all other reasonable costs such as, but not limited to, food, transport, and other incidental expenses. The allowance will be decided upon according to the School's policy related to travel allowance.

The Employee is expected to pay for the following items related to PD:

1. If the Employee attends PD of his/her choice, he/she may apply for some contribution towards the overall cost including airfare, course charges, and all other expenses. This will be granted at the discretion of the Principal.
2. If the Employee resigns after completing six months but prior to completing one year of attending PD, he/she is liable for 50% of the total cost that had been paid by the School, including course fees, travel, and accommodation.
3. If the Employee resigns after completing three months but prior to completing six months of attending PD, he/she is liable for 75% of the total cost that had been paid by the School, including course fees, travel, and accommodation.
4. If the employee resigns prior to completing three months of attending PD, he/she is liable for 100% of the total cost that had been paid by the School, including course fees, travel, and accommodation.

b.) Flight

1. **Mobilization:** If hired outside of the UAE an economy class air ticket will be provided from your home country nearest international airport (place of permanent residence) to Dubai.

2. **Demobilization:** - Upon separation, should the employee not be taking up employment in the UAE, the School will be provided with an economy class air ticket allowance to the home country nearest international airport.
3. **Annual Air Ticket Allowance:** Employee is entitled to receive an annual air ticket allowance:
 - Upon completion of an academic year
 - Cessation of employment (where the association of employment coincides with the end of an academic year only a demobilization air ticket will be provided.)
4. **Proof of Residence:** For the purposes of this Agreement, “point of hire” means the place of permanent residence of the Employee. Proof of residence must be submitted to support the given home country nearest international airport.

c.) Medical Insurance

Staff on the School Residence Visa is provided with Medical Insurance as per the UAE Law. Our current medical insurance providers are Generali which is one of Europe’s largest insurance providers more click on this link: <http://www.general-uae.com/home>

We have two categories of Medical Insurance

1. Cat A - has access to the Gold Network (for SLT)
2. Cat B - has access to the Silver Premium Network (for all teachers and admin staff)

[You can find the table of benefits and covered Network on this link](#)

d) Accommodation

Accommodation is typically a furnished unit in Roxana building JVC – Dubai

Employees in the school accommodation must adhere to the following terms and conditions :

- Employees may not change accommodation status until the end of the academic year.
- Utilities (DEWA or Air Conditioning) bills will be payable by the employee
- Occupants may not sublet the property. Occupants may not either involve others in occupying the property or let others occupy independently.
- Kindly ensure that you do not engage in any activity within the community that is in violation of any laws, ordinances, statutes, rules, or regulations of Dubai or of the United Arab Emirates.
- In case occupants shall default any of these conditions, the management will take suitable disciplinary actions.
- You are responsible for the behavior of your guests and to respect the rights of other occupants in the building. Enter details of your guest on the logbook at the Reception of the building. Inform HR or Principal if the guest(s) is/are staying for a long period of time (above 2 days).
- Lost keys and access cards will be replaced but shall be chargeable and borne by the employee.



- A spare set of keys will remain with the school to be used for emergencies only.
- At the end of the contract, keys should be submitted to the Facilities department, who will check the apartment to evaluate its condition. Anything found broken or misused (aside from the normal wear & tear) will result in a money deduction from the employee's end of service.
- Common areas are those outside your unit and within the building premises and are for the common use of all building occupants.
- The entrances, corridors shall not be obstructed or used for any purpose other than the entrance and exit to and from the property: nor shall any carts, carriages, chairs, tables, bicycles, and other similar objects such as toys, brooms, and shoes, garbage cans, recycling bins, be stored in the common areas.
- Individuals should not damage, disturb, or alter anything within the common areas.
- It is prohibited to litter or causes debris to be put on the common area
- Individuals should not use the common area for any personal use such as dusting carpets, cleaning furniture, and storage of personal belongings or furniture etc.
- Smoking is prohibited in public halls, stairways, elevators, and apartments.
- Pets are subject to the approval of the building owners.
- There is to be no boisterous or vulgar conduct or unnecessary loud noise at any time.
- Noise is considered to be too loud if it can be heard by an adjacent neighbor.
- Parties are allowed provided they do not create nuisance and disturbance to other neighbors. If management receives any complaint suitable disciplinary action will be taken.
- The parking area should not be used for any purpose other than parking vehicles.
- All refuse must be tied in plastic bags before being dropped down the chute.
- Trash is not to be stored in the common areas, corridors, lobbies etc, or left outside the garbage chute.
- Lighted cigarettes should never be thrown down the chute or left in the common areas.
- No garbage should be left inside the storeroom but use the chutes.
- Anything that is too big to be thrown in the chute should be disposed of by you in the main garbage room in your building or you are to notify the building cleaning supervisor.
- The Employee is to make themselves available for or during the time of maintenance which is needed in your apartment or provides written permission to the Premises Supervisor to carry out such maintenance in their absence.
- Maintenance performed due to negligence, abuse or misuse of the occupant will be charged back to the employee,
- Employees are to contact the Facilities Supervisor at school for any maintenance-related issues.
- School does not provide connections for TV, internet and a landline phone in the apartments and this should be arranged for directly by the employee. All charges related to this shall be borne by the employee.
- The Employee agrees to vacate the apartment by the last date of the notice period if employment is terminated/employee resignation; or end of the lease agreement date; whichever is earlier.

e.) Child Education Discount

In the event that any of the Employee's Dependents are of school age and who attend the School at Nibras International School, the Employee will avail of the below discounts on tuition fees only:

- (i) 50% discount if one child (Discount on tuition fee only)
- (ii) 30% discount for two children (Discount on tuition fee for each child)
- (iii) 25% discount for three or more children (Discount on tuition fee for each child) Other promotional discounts will not be applicable.

III. Leave Policy and Procedure

The Employee shall not be entitled to any paid sick leave during his/her probation period.

a.) Sick Leave

The Employee is entitled to sick leave upon providing a Government Medical Note by DHA/ Dubai Health Authority as follows:

- The first 15 days; with full pay
- The next 30 days; with half pay
- Subsequent 45 days; without pay

b.) Personal Leave

Employees who have completed one full contract "2 years" will be entitled to 2 personal days per year. These days cannot be taken at the end or beginning of a schedule break/vacation. This leave must be approved by the Principal at least 5 working days in advance. This personal leave cannot be carried over nor cash be paid in lieu.

c.) Maternity Leave

A female employee is entitled to forty-five (45) days of maternity leave with full pay which includes the period before and after the delivery, provided she has served continuously for not less than one year. The maternity leave is granted with half pay if the Employee has not completed one year of service.



At the end of the maternity leave, a female employee has the right to extend her maternity leave for a maximum period of 100 consecutive or intermittent days without pay, provided the leave is caused by an illness that prevents her from coming to work. The illness must be confirmed by a certified government physician licensed by a competent health authority.

Employees taking maternity leave are required to submit a schedule of intention to the Principal no later than six (6) months prior to the expected birth date. The Principal must agree to any subsequent changes in this schedule of intention. Employees must submit the birth certificate of their child for internal records.

For the first 18 months following delivery, female employees who nurse their child are granted two paid rest intervals per day, not exceeding 30 minutes, in order to complete this task.

d.) The procedure of the above Absences

- Unplanned absence (sick or an emergency) - Notification to the Head of Phase is mandatory on or before 6:00 am or when possible before 9:00 pm the night before.
- Planned absence requires email approval (48 hours in advance) by the Principal.
- Evidence of any absences are to be submitted to the HR department within 48 hours for planned leave and the day you resume work for unplanned leave.
- Emergency Lesson Plans must be available in the classroom or the daily lesson plans must be submitted to the Subject Leader before 7:45 on the day of the absence.

IV. Confidentiality

Internal:

The Employee shall preserve the confidentiality of their salary, contractual terms, or any information related to their employment with their co-colleagues, parents, or students. Any queries related to your employment with NIS must be escalated to the HR Department or Principal.

External:

The Employee shall preserve the confidentiality of privileged School information and the Employee shall not at any time (either during or after the termination of the employment) disclose or communicate to any person or use for his/her own benefit or the benefit of any person any trade secrets, secret or confidential information concerning the organization, business, dealings, finances, affairs or conduct of the School, its staff or business partners, or any similar matters which may come to his/her knowledge in the course of the employment. The employee shall use his/her best endeavors to prevent the unauthorized publication or misuse of any confidential information, provided that such restrictions shall cease to apply to any confidential information which may enter the public domain, other than through the default



of the Employee. All documentation to which the School is a party and which shall have been acquired, received or made by the Employee during the course of the employment shall remain the property of the School and shall be handed over to the Principal on request.

The Employee shall not be interviewed by or make statements, written, oral or otherwise, to any part of the media without the prior permission of the Principal.

V. UAE Government Rules & Obligations

a.) No Smoking Rule

“Smoking” refers to smoking tobacco or anything which contains tobacco, or smoking any other substance. Smoking includes being in possession of lit tobacco or of anything lit that contains tobacco or being in possession of any other lit substance in a form in which it could be smoked. NIS is a non-smoking school and has an obligation to abide by the rules from the Ministry of Education with regards to smoking on the premises (interior or external area), and includes any time spent during the school day off-campus (field trips, excursions, etc.).

Smoking is also prohibited on vehicles hired by the school or in any vehicle on the school premises.

b.) Contractual Obligations

As per the UAE Law and your contractual obligations – The employee shall not obtain or carry out employment with any third party or receive payment for it. It is forbidden at any time to offer private tuition.

You risk your position, gratuity and end-of-term benefits being forfeited should you fail to comply with this regulation.

c.) UAE Tolerance Rule

Federal Decree Law No. 2 of 2015

Issued on 15/7/2015

Corresponding to 28 Ramadan 1436

On Combating Discrimination and Hatred

We, Khalifa bin Zayed bin Sultan Al Nahyan, President of the United Arab Emirates State, After perusal of the Constitution, Federal Law no. 1 of 1972 on Competencies of the Ministries and Powers of the Ministers and its amendments,

Federal Law No. 18 of 1978 on the Crimes against the Religion of Islam,
Federal Law no. 15 of 1980 on Publications and Publishing,
Federal Law No. 3 of 1983 on the Federal Judiciary and its amendments,
Federal Law No. 3 of 1987 promulgating the Penal Code and its amendments,
Federal Law No. 35 of 1992 promulgating the Criminal Procedure Law and its amendments,
Federal Law No. 5 of 2012 on Combating IT Crimes,
Federal Law No. 7 of 2014 on Federal Law No. 7 of 2014 on Combating Terrorist Crimes, Have issued the following Decree-Law:

Chapter 1

General Provisions

Article 1

In applying the provisions of this Decree, the following terms and phrases shall have the meanings assigned against each of them unless the context requires otherwise:

- State: The United Arab Emirates State.
- Religions: The divine religions; Islam, Christianity and Judaism.
- Places of worship: Mosques, churches and temples.
- Blasphemy: Means any act of insulting or showing contempt for God, to religions, prophets or messengers, holy books or places of worship according to the provisions of this Decree-Law.
- Discrimination: Any distinction, restriction, exclusion or preference among individuals or groups based on the ground of religion, creed, doctrine, sect, caste, race, color or ethnic origin.
- Hate Speech: Any speech or conduct which may incite sedition, prejudicial action, or discrimination among individuals or groups.
- Means: The Internet, telecommunication networks, electronic websites, industrial materials, means or information technology or any other means of audio-visual and print.
- Means of Expression: Any words, writings, drawings, signals, filming, singing, acting, or gesturing.

Article 2

Without prejudice to any other greater penalty specified by any other Law, the penalties referred to in this Decree Law shall be applied to the crimes mentioned therein.

Article 3

No words or action which may incite to commit the crime of blasphemy or defamation of religions contrary to the provisions of the present Decree Law may be debated on the right of freedom and expression.

Chapter 2

Crimes and Penalties

Article 4

- Any person who commits any of the following acts shall be sentenced for the crime of blasphemy:

1- Offending, showing contempt or irreverence toward the Divine Entity.

2- Offending, insulting, challenging, defaming or disrespecting any religion or any of its rituals or sacred things, or disrupting or preventing licensed religious observances or ceremonies by violence or threat.

3- Distorting, destroying, desecrating or insulting, in any way, any of the holy books.

4- Insulting, disrespecting, offending or defaming one of the messengers or their spouses, family or companions.

5- Destroying, damaging or desecrating the sanctity of places of worship, cemeteries or graves, appurtenances or any of their contents.

Article 5

- a- Any person, who commits any of the acts set forth in Clauses (2, 3, 5) of Article (4) of the present Decree Law by any means of expression or by any other form or means, shall be sentenced to imprisonment for a period not less than five year and to a fine not less than two hundred fifty thousand dirhams and not exceeding one million dirhams or either one of these two penalties.
- b- Any person, who commits any of the acts set forth in Clauses (1, 4) of Article (4) of this Decree Law by any means of expression or by any other form or means shall be sentenced to imprisonment for a period not less than five years and to a fine not less than two hundred fifty thousand dirhams and not exceeding two million dirhams.

Article 6

Any person, who commits any act of discrimination of any form by any means of expression or by any other means, shall be sentenced to imprisonment for a period not less than five years, and by a fine not less than five hundred thousand dirhams and not exceeding one million dirhams or either one of these two penalties,

Article 7

Any person, who commits any act involving hate speech by any means of expression or by any other means, shall be sentenced to imprisonment for a period not less than five years and to a fine not less than five hundred thousand dirhams and not exceeding one million dirhams or either one of these two penalties.

Article 8

Any person, who uses any means of expression or other means, to instigate tribal division aiming to provoke hatred among individuals and groups, shall be sentenced to imprisonment for

a period not less than six months, and to a fine not less than fifty thousand dirhams or either one of these two penalties.

Article 9

A penalty of imprisonment for a period not less than ten years and a fine, not less than five hundred thousand dirhams and not exceeding two million dirhams or either one of these two penalties shall apply if the crimes referred to in Articles (5), (6), (7) of this Decree-Law are committed by a public officer during or in the course of or by reason of the fulfillment of his duty or by a religious person or a person who is assigned to such capacity, or if the act was committed in a place of worship.

If the acts referred to in Paragraph (1) of this Article have affected the public peace, the penalty shall be imprisonment for a period not less than ten years and a fine not less than five hundred thousand dirhams and not exceeding two million dirhams.

Article 10

Any person, who misuses religion to call individuals or groups as infidels by any means aiming to achieve their own interests or illegal purposes, shall be sentenced to temporary imprisonment.

The sentence shall be death penalty if the call of infidelity was associated with death, and where the crime was committed as a result thereof.

Article 11

Any person who produces, manufactures, promotes, offers for sale or circulates products, goods, publications, recordings, movies, tapes, discs, software, smart applications or information in the field of electronic service or any other industrial materials or other things involving the means of expression, which may incite to commit blasphemy, or provoke discrimination or hate speech, shall be sentenced to imprisonment for a period not exceeding seven years and to a fine of not less than five hundred thousand dirhams and not exceeding two million dirhams.

Article 12

Any person, who acquires or possesses documents, publications, recordings, movies, tapes, discs, software, smart applications or information in the field of electronic services or any industrial materials or other things involving the means of expression that are intended for distribution or open for public aiming to offend religions, provoke discrimination or hate speech, shall be sentenced to imprisonment for a period not less than one year, and to a fine, not less than fifty thousand dirhams and not exceeding two hundred thousand dirhams. Moreover, the same punishment shall apply to any person who acquires or possesses any means of printing, recording, storage, sound or visual recording devices or other means of publication, broadcasting, or promotion that are used, with his knowledge, in the commission of any of the crimes set forth in the present Federal Decree.

Article 13

Any person, who establishes, sets up, organizes, or manages an association, center, entity, organization, league or group or any branch thereof or uses any other means aiming to offend religions, or provoke discrimination or hate speech or any act involving encouragement or promotion of the same shall be sentenced to imprisonment for a period not less than ten years.

Article 14

Any person, who joins, participates in or assists any of the parties referred to in Article (13) of this Decree-Law, knowing of its objectives, shall be sentenced to imprisonment for a period not exceeding seven years.

Article 15

Any person, who holds or organizes a conference or a meeting in the State intended to offend religions, or to provoke discrimination or hate speech, shall be sentenced to imprisonment for a period not less than five years. Any person, who participates in the conference or the meeting, knowing of its objectives, shall be sentenced to the same punishment. The public authority may stop the conference or the meeting with the use of force if necessary.

Article 16

Any person, who provides, offers, demands, accepts, obtains, hands over or receives funds or material support, either directly or indirectly, with the aim to commit any of the acts punished under the provisions of the present Decree Law, shall be sentenced to imprisonment and to a fine not less than two hundred fifty thousand dirhams and not exceeding one million dirhams.

Article 17

The representative, director or agent of a legal entity, in case any of the crimes set forth in the present Decree Law is committed, with his knowledge, by any employee of said entity acting in its name or to its interest, shall be sentenced to the same penalties prescribed for the committed crime. The legal entity shall be held jointly liable to settle any pecuniary penalties or compensation as ruled thereof.

Article 18

Without prejudice to the imposition of penalties set forth in the present Decree-Law, the court shall order the dissolution of associations, centers, entities, organizations, leagues, and groups and their branches or the closure of the same, either temporarily or permanently. Moreover, the court shall order the confiscation of money, property, tools, or papers which may be used in the commission of any of the crimes set forth in the present Decree-Law. The court shall order the expulsion of a foreigner from the country after the execution of the penalty charged thereof.

Article 19

Any perpetrator of any of the crimes set forth in the present Decree-Law, who reports to the judicial or administrative authorities before the discovery of such crime shall be exempted from the penalty. If such reporting is carried out after the discovery of such crime, the court may

decide to exempt such perpetrator from the punishment when such report has resulted in the detention of other perpetrators.

Chapter 3

Final Provisions

Article 20

In applying the provisions of this Decree Law, discrimination may not apply regarding any advantage, preference or benefit conferred upon women, children, disabled persons, the elderly or others, prescribed by the provisions of any other legislation in the State.

Article 21

The present Decree Law shall be published in the official gazette, and be put into effect one month after its publication date. Issued by us

At the Presidential Palace in Abu Dhabi

On 28 Ramadan 1436

Corresponding to 15 July 2015

Khalifa bin Zayed bin Sultan Al Nahyan

President of the United Arab Emirates State

VI. Performance Management (Under Review)

All employees undergo performance management set by the Principal and implemented by the Respective Reporting Manager. The performance management system and procedures will be delivered during induction. Staff will be required to sign an acknowledgement of understanding of the performance management system during induction.

Staff on probation period undergo the following meetings:

1st – On completion of 2 months

2nd – On completion of 4 months

3rd – Final meeting to convey the management decision on successful completion of the probation period. Link to the forms related to Performance Management:

[NIS Work Plan for All Staff](#)

[NIS Work Plan for Probationary Staff](#)

[NIS Class Observation Form](#)

[PIP / Professional Improvement Plan](#)



[Walk through observations](#)

[Annual Performance Appraisal \(Academic Staff\)](#)

VII. Disciplinary Policy

a.) Code of Conduct

SCHOOL EMPLOYEES

Code of conduct for all School Employees in relation to the School as a Place of Learning

INTRODUCTION

The School is a Private School. As an institution of learning, the School seeks to demonstrate progressive and world-class educational values and ethics.

Accordingly, the School has developed a Code of Conduct for Employees that requires its entire staff to conduct themselves in a professional and appropriate manner. This Code of Conduct is to be read in conjunction with the employee's contract of employment and various School Policies and Procedures that also set out conduct and performance requirements for employees.

GENERAL PRINCIPLES OF CONDUCT

Staff is expected to recognize, respect, and conform to the values of the School. All School employees must promote these values in their dealings with students, parents, and their colleagues; on a day-to-day basis, in the classroom, on the sports field, and in all extra-mural activities on and/or off School Premises.

All employees will treat colleagues, superiors, students, and parents with the utmost respect and dignity, with relationships between these parties being characterized by equitable standards of conduct. Behavior by all School staff that is both ethical and professional is the cornerstone of the ethos of the School, and will therefore be a critical component and obligation of all School contracts of employment.

It is expected that employees will conduct themselves in a considerate and responsible manner, preserving the essential learning-centered and educational character of the School. Employees will therefore not conduct themselves in an unruly or disturbing manner and will refrain from any form of behavior such as drunkenness on and/or off the School premises.



Students are to be treated with utmost consideration and kindness. They are ultimately the School's Clients and will treat their seniors with respect if they are shown respect by employees of the School.

Employees may not use any language or behave in a manner that is abusive or which could be offensive or hurtful to any person or group of persons involved with the School in any way. In particular, "hate speech", unwanted attention or harassment of any nature is prohibited, as well as harassment which could imply the discrimination of any kind.

CONDUCT IN RELATION TO SCHOOL AUTHORITIES

All employees will fulfill their contractual obligations to the School to the best of their abilities and in accordance with the requirements of the School until they are released by the termination of their employment contract with the School.

All employees, as representatives of the School, will act responsibly in the discharging of their manual, professional, organizational, and administrative duties. Employees are expected to adhere to and comply with all School policies and procedures, as well as any lawful agreements entered into with the school on the behalf of its employees.

The personal or private use of School facilities, equipment, and property, without proper permission or authorization, is expressly prohibited. The disciplinary measure will inevitably be taken should such misconduct be confirmed. In addition, should any such authorized use result in damage, injury, or harm, the employee concerned will be held responsible for the results of their actions.

Scheduled working hours, rest periods, and arranged additional or extra-mural work periods must be adhered to by all School employees. Poor timekeeping practices, unexplained absences, or premature departures from the School, from the employee's place of work, or from School events, are not conducive to orderly School activity or workplace discipline.

The School provides the service to its community and to its Clients, which often requires employee involvement beyond customary school or normal working hours. Wherever possible, the School will notify employees of any events or functions requiring additional or extended attendance prior to such events or functions.

All School employees are required to be in attendance during normal or extended working hours and are also expected to be reasonably flexible i.e. willing to perform work not ordinarily expected of them but of which they are capable of performing. This is particularly the case when a colleague is absent or is unable to perform the work that needs to be done for any reason.

COMPLIANCE WITH SECURITY AND SAFETY PROVISIONS

In the interests of maintaining a secure and safe learning environment for students as well as school staff, all employees are required to adhere strictly to the Security and Safety rules and regulations put in place by the School. Breach of these rules or security procedures by an



employee will invariably be treated as serious misconduct, and will generally result in disciplinary action being taken against the offender.

Persons that are not entitled to be on the School property should not be permitted to remain on the property once identified. Employees should not invite persons onto the property that have no good reason to be on School's property. This is particularly the case after normal school hours, over weekends, or during school holiday periods.

If any visitor is invited to enter the school property by an employee, the responsible employee will be expected to notify the School Security and/or Reception of the visitor's expected arrival. All visitors to the School must be escorted by the employee they are visiting, and that employee is responsible for the visitor's personal safety and behavior while on the School premises. All other visitors will only be given entrance to the School if there is a legitimate reason for their wishing to access the School premises. Such visitors will only be permitted to enter School premises if the employee they are visiting or meeting is available to meet them, will escort them while on the School premises, will ensure they do not disrupt school activities, and will ensure that the visitor leaves the School premises once their business has been completed.

Visitors and parents are to be discouraged from congregating immediately outside of the School's premises at the School gates where congestion and security concerns may result. The School has the obligation to reasonably ensure the safety of its students, their parents, and School employees while attending school. The School, therefore, reserves the right of access to its premises and property.

Permission for visitors, family, or friends to stay overnight in accommodation provided by the School must be obtained by the employee from the School authorities, prior to any such visit or overnight stay. Letter requesting permission is to be submitted to the Principal. Casual use of any School facilities by visitors is not permitted and unauthorized access by visitors will be treated as trespassing.

Employees may not be in possession of, under the influence of, or partake in any liquor or controlled substances (drugs) while on and/or off school premises, in School vehicles while on duty, or during working hours and at School events.

Employees may not be in possession of any potentially dangerous object, weapon or firearm on the School's premises without the specific permission of the School Principal.

The School reserves its right to refuse entry, or to evict employees, who report for duty under the influence of alcohol or drugs, or if they are considered unfit for duty, or if they are found to be or suspected to be in possession of any dangerous weapon or object.

CONDUCT IN RELATION TO COLLEAGUES

No School employee may undermine or intentionally attempt to undermine the dignity, beliefs, privacy, integrity, reputation, or professional standing of another employee. Any unacceptable or



intolerant behavior, harassment, or discriminatory conduct in breach of School policies by an employee will be treated as serious misconduct.

Allegations of criminal misconduct made against an employee will be properly investigated and may result in the application of School disciplinary measures against the employee, as well as criminal charges being laid against the employee concerned. As a responsible citizen and institution, the School reserves its right to seek the prosecution of employees in accordance with public and criminal procedures, in addition to instituting its own internal disciplinary procedures. Should any employee have good reason to believe that a colleague is acting in a way that might be dishonest or otherwise harmful to the School, other employees or to its students, that employee has a clear duty to report their concerns to their Department Manager or to the Principal of the School.

EDUCATIONAL STAFF

PROFESSIONAL ACCREDITATION AND CONDUCT

All persons employed in educational or academic posts by the School – whether it is on a full-time or part-time basis – are required to prove that they are qualified for their position by providing the School with relevant attested certificates and transcripts of their studies and or relevant letters of experience from former employers prior to any employment relationship commencing.

All attested documents are forwarded to KHDA & the relevant Government Ministry as a part of the RCC Compliance for employment in UAE. CBR checks are required for all employees. As members of staff, all teachers are required to conduct themselves in a manner that conforms fully with the Code of Professional Ethics for teachers, as amended from time to time. In accordance with the principles of the Code of Professional Ethics, teachers employed at the School will teach in a manner that respects the dignity and rights of all students, without prejudice as to race, religious, beliefs, political affiliation, gender, physical characteristics, age, ancestry or place or origin.

CONDUCT IN RELATION TO STUDENTS

Teachers will also teach their students with due consideration to each individual student's personal, intellectual, cultural and other individual circumstances and needs. Teachers will therefore be responsible for recognizing individual student educational needs, implement appropriate instructional programs and evaluating the progress of each of their students. The teacher may not divulge information about any student received in confidence or in the course of professional duties, except as required by the Principal or by law, or where, in the professional and considered judgment of the teacher, it is considered to be appropriate to disclose relevant information to the proper authorities in the best interest of the pupil.

Educational staff, in particular, are expected to be alert to any evidence of a student being under unreasonable stress or being a victim of abuse or neglect as per the Child Protection Policy. School employees that have a reasonable suspicion of any student suffering from abnormal stress, abuse, or neglect are **REQUIRED** in terms of this Code to report their suspicions to the School Principal and/or the School Counselor. Any personal information disclosed by a student to a teacher or other school employee will be treated as being strictly confidential.

As per the UAE Law, a teacher may not take advantage of his/her professional position to profit from the sale of goods or services to students and are not allowed to provide private tuition. The development and nurturing of an understanding educational relationship between the teacher and student is desirable based on mutual respect and recognition of the role that each plays in the learning situation. The School will consider it to be an abuse of this professional relationship if a teacher should:

- enter into an improper association or personal relationship with a student
- show undue personal favor, or disfavor, towards any student
- in any way unduly influence a student's marks or results
- commit such acts against a student which are inappropriate or unprofessional
- endeavor to exert an undue influence on the student with regard to the student's personal attitudes, opinions, beliefs and behavior that are in no way connected with the ethos or objectives of the School.

Teachers will, to the best of their abilities, work to promote the positive qualities of initiative, self-reliance, and independence in each of their students. In doing so they must recognize the human right to self-determination and strive to endow students with the confidence necessary to become agents of their own learning and discovery.

The teacher, in discharging his or her duties in relation to students, will be punctual, prompt and well prepared in recognition of their responsibilities with regards to the academic and personal development of their students.

Supervision

Teachers and other staff in a school have a responsibility to take reasonable steps to protect students from risks of injury, including those that may be encountered within the online learning environment. Teachers must understand their Duty of Care responsibilities and other school-based policies that work to support it such as the Student Engagement Policy and Acceptable Use Agreements.

Teachers are required to supervise all learning environments; the school grounds, the classroom and excursions - online spaces are also considered a learning environment. Therefore as part of that duty, teachers are required to adequately supervise students who are working in these spaces. This duty also requires protection from risks that could arise (that is, those that the teacher should reasonably have foreseen) and against which preventive measures could be taken.

CODE OF CONDUCT IN RELATION TO THE PROFESSION

No teacher may undermine the professional standing of another teacher. A teacher must be informed if one of his or her students is receiving private tuition from a fellow member of staff. The teacher will not denigrate their colleagues or the School, nor shall any teacher criticize a colleague in the presence of others. If a teacher experiences any concern or dissatisfaction in relation to a colleague's conduct or standard of work, the concerned teacher is required to first discuss their concerns informally and in confidence with the colleagues concerned.

Grievance Procedure

The objective of the Grievance Procedure is to outline the process by which employees may raise any work-related concerns they may have. The steps are:-

Step 1: Employee should initially discuss the issue of concern with the concerned colleague informally and amicably.

Step 2: If unsuccessful with Step 1, the employee should approach the HOD or immediate supervisor to raise the issue of concern. HOD or reporting manager to discuss the matter and try to resolve the issue.

Step 3: Where the issue is not resolved through the immediate HOD or supervisor, employees may raise the grievance issue in writing to their Phase Leader.

The Phase Leader shall meet and review the matter and shall arrive at a decision within five working days after the meeting is held. The outcome/solution arrived at shall be communicated to the employee in writing.

Step 4: In the event that the employee is not satisfied with the outcome, further appeal may be made to HR, who will refer the matter to the Principal for a final decision.

Important:

Disputes should not be communicated or referred to external or third parties outside the School structure until School's internal grievance, conflict, and dispute procedure have been exhausted. The use of emails is expressly forbidden to communicate a grievance. Emails are solely for the exchange of information to do with academic matters or organizational matters.

Further to the provisions of section 36 above, should a teacher have good reason to believe that a colleague is acting in a way that might be harmful to the School, or to any individual student, there is a clear duty upon that teacher to make a full report of their concerns to the Principal as a matter of urgency. Nothing in this Code, including the processes set out in the sections above, should be viewed as being more important than the protection of the rights and wellbeing of any student at the School. In all matters relating to the School, the rights of the student, and their peers, shall be considered as being of paramount importance.

Teachers are treated by the School, and are respected, as professional people. As such, teachers must ensure that they act and conduct themselves at all times in a manner that maintains the honor and dignity of the profession, and is deserving of the respect they enjoy from School and others.



All discussions at Staff Meetings, SLT Meetings, and meetings with external agencies shall be kept confidential.

The teacher must accept that CPD (Continuing Professional Development), training, and personal evaluation of their educational efforts and effectiveness through the School's Performance Appraisal is an ongoing process. Teachers are required to take cognizance of such evaluations conducted by or on behalf of the School, and make serious efforts to meet individual and departmental goals required by the School to sustain and improve its academic standards.

Teachers may discuss, wherever possible through proper channels, administrative policies, and educational practices which the teacher cannot in good conscience accept. The teacher will endeavor to act responsibly in the discharging of professional, organizational, and administrative duties, despite any such disagreements.

In the interests of the School being able to strive for academic excellence, and provide continuity of education to its students, the teacher will provide the School as his or her employer with as much notice as possible of a decision to terminate employment as per contractual requirements stated in the Ministry of Labor Contract.

BREACH OF CODE OF CONDUCT

Misconduct involves contravention of above obligations. Serious misconduct involves serious and/or repeated contravention of the above obligations.

Misconduct may lead to reprimand and warning. Serious misconduct may lead to dismissal without notice.

Serious misconduct is behavior which undermines the contractual relationship between employee and employer and /or threatens the well-being of the School or its employees and students. Serious misconduct includes, but is not confined to the following examples:

- Refusing to perform properly specified duties or to carry out lawful and reasonable instructions of managers and supervisors.
- Assaulting or threatening to assault any employee, student or visitor on the School premises.
- Sexual misconduct.
- Behaving in a manner causing safety risks to students or staff.
- Being affected by alcohol or non-prescriptive drugs while at work.
- Having unauthorized possession of, or removing property belonging to the School, another colleague and student or visitor.
- Willfully submitting a false claim on a timesheet, for expenses, or any other deliberate falsification of the NIBRAS INTERNATIONAL SCHOOL record.
- Deliberately or recklessly acting, or failing to act, in a manner resulting in serious damage to the NIBRAS INTERNATIONAL SCHOOL property.
- Breaching confidential information.

- Offering or receiving a bribe.
- Repeatedly contravening the Code of Conduct.

b.) Termination / Cessation of Contract

Regarding contracts of employment of limited terms, Article 115 of the UAE Labor Law describes it as arbitrary termination by the employer. Termination for reasons other than those specified in Article 120 and requires the employer to pay a period of three months or the residual period of the contract whichever is shorter as compensation if it revokes your employment before the expiry of this Employment Agreement as per Article 115 of the UAE Labor Law. If you wish to revoke this Agreement prior to the expiry of the fixed term, you may do so in accordance with Article 116 of the Labor Law.

In the event of termination during the probation period, the School shall not be obliged to give employee notice or pay you your end of service gratuity or to make any further payment to you (except any salary accrued up to the date of such termination).

The employment under this Employment Agreement shall cease upon:

- (a) The Employment Period as per UAE Labor Contract expires without either party renewing the Employment;
- (b) The School can terminate this Agreement at any time, without notice or payment in lieu of notice for the reasons specified in Article 120, as per the UAE Labor Law. Reasons as follows:
 - (i) assumes a false identity, nationality or submits forged certificates or documents;
 - (ii) is engaged on probation and is dismissed during the probationary or on its expiry;
 - (iii) commits a fault resulting in substantial material loss for the School;
 - (iv) disobeys instructions respecting safety of work or the workplace;
 - (v) does not perform his/her basic duties under this Employment Agreement and persists in violating them despite the fact that he/she has been the subject of a written investigation for this reason and that he/she has been warned that he/she will be dismissed if such behavior continues;
 - (vi) reveals any confidential information of the School;
 - (vii) is finally convicted by a competent court for a crime involving honor, honesty or public morals;
 - (viii) is found in a state of drunkenness or under the influence of a drug during working hours;
 - (ix) assaults the employer, the responsible manager or any of his work colleagues; or (x) is absent from work without a valid reason for more than 20 non-consecutive days, or more than seven consecutive days.
- (c) The Employee passes away.
- (d) In the event of a force majeure resulting in permanent School closure or similar occurrence caused by circumstances beyond the reasonable control of the School, its School Management



and/or its backers including but not limited to acts of God, government restrictions, wars, insurrection and terrorism.

c.) Disciplinary Action

All staff are subject to immediate termination for reasons stated in Article 120, as per the UAE Law.

Staff failing to follow code of conduct, rules, regulations and policies stated by the school management will be subjected to the school's disciplinary actions are stated below:

1. Verbal Warning
2. Warning Letter 1
3. Warning Letter 2 (Which shall state that any further disciplinary issues can lead to termination of employment)
4. Warning Letter 3 (This can be issued along with a termination letter)
5. Termination Letter