

# **WEST NAIROBI SCHOOL TEACHER HANDBOOK**



Network of International  
Christian Schools

## **ACADEMIC EXCELLENCE CHRISTIAN VALUES**

### **VISION**

**West Nairobi School is an International Christian Community founded on Biblical Truths, existing to Educate and Nurture Students to become Responsible Citizens and Devoted Followers of Jesus Christ.**

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# 1. INTRODUCTION

- a) This Teacher Handbook is a valuable source of information and should assist you in adapting to and complying with the working practices and policies of West Nairobi School (hereafter referred to as "WNS" or "the School"). Please ask your Immediate Supervisor if anything in the Handbook is unclear to you. The name of your Immediate Supervisor is given in your Job Description.
- b) The provisions of this Teacher Handbook shall form part of your employment contract with the School. This Handbook applies to you. It is your duty to read it and to comply with the rules therein. Ignorance of any of the rules within the Handbook will not be accepted as an excuse for non-compliance. Acceptance of employment with WNS will be regarded as your acceptance of these rules.
- c) US based NICS missionaries should have successfully completed NICS Pre-Field Orientation.
- d) Your appointment is dependent on WNS obtaining your Work Permit.
- e) You are a representative of WNS and the Network of International Schools, NICS and your work should be a ministry of service. You should abide by the NICS Missions Manual and you should conduct yourself in a Biblical manner befitting a Christian. Your concern should always be for the welfare of students and staff members.
- f) Except where otherwise expressly stated, the provisions of this Handbook shall prevail over the provisions of any other employment document with which they are inconsistent.
- g) All organizations require rules and regulations to help them to run smoothly and successfully. It is for this reason we have compiled this Handbook, so everyone knows and understands the rules of WNS.
- h) Some rules are included to comply with Kenyan law; others are for your own protection and others so you know what is expected of you to meet the requirements of the School. They are designed to create a positive working environment for all those who are prepared to act responsibly and work together for the good of WNS.
- i) The Handbook is regularly reviewed to take account of progress at WNS and changes in Kenyan law, and periodically the rules may be amended.
- j) We wish you a very warm welcome to WNS. We will do our best to help you enjoy your work and we are sure you will find it a challenging and rewarding experience.

**Dr Joan Rodman**  
**Interim Director, West Nairobi School**

## **2. WEST NAIROBI SCHOOL**

### **1. Background**

- a) In the early 1990's the Summer Institute of Linguistics' (SIL) decided to establish a School in Nairobi, staffed with SIL administrators and teachers. The School was intended to provide a quality North American Christian education for children of missionaries, expatriates and nationals. Additionally, it would allow SIL teaching staff previously serving across Africa to minister in one location.
- b) West Nairobi School opened a two acre leased facility in 1996 for 42 grade K - 8 students. In the same year war erupted in Zaire and SIL families were evacuated. This increased the student numbers to 88, including grade 9 and 10 students.
- c) By 1999 enrollment had increased to 148 students.
- d) In 2000, an eight acre site was secured in Karen and the School moved and graduated a first senior class.
- e) In 2001, SIL re-evaluated its policy of managing the School and closed grades 9 - 12. During the 2002/3 School year, the Network of International Christian Schools, (NICS) took over the running of the School.
- f) Today, WNS has approximately 210 students across grades K - 11. It is intended to open grade 12 next year.

### **2. Network of International Christian Schools**

- a) *The mission of NICS is to establish a worldwide network of international Christian Schools staffed by qualified Christian educators, instilling in each student a Biblical worldview in an environment of academic excellence and respect for people of all cultures and religions.*
- b) *The purpose of NICS is to reach the world for Christ through international Christian education.*

NICS is a Biblically based, Christ centered, caring community committed to excellence.

*Biblically Based - A Spirit, supportive of the local church, in obedience to God's commands to love and disciple all nations, and in accordance to His laws and the laws of man.*

Christ Centered - *Our behavior will show that Christ is our Head, our ultimate desire being to honor, glorify and please Him, clearly portraying His attributes, with the final measure of our success being our faithfulness to His will.*

Caring Community - *Through our worldwide network, we will give priority to people rather than programs or infrastructures, demonstrating respect, loyalty, support and cooperation, regardless of cultural differences.*

Committed to Excellence - *Our standard for hiring qualified Christian educators and measuring ministry performance as we educate the "whole child" will be the highest reasonable standard.*

### **3. Guiding Principles**

The School bases its existence and principles of behaviour upon God's Word in the Holy Bible.

- a) *We believe the Bible is the inspired, infallible, and authoritative Word of God. (2 Peter 1:21; 2 Timothy 3:16)*
- b) *We believe there is one God, eternally existent in three persons: the Father, the Son, and the Holy Spirit, each of whom possesses equally all the attributes of deity. (Eph 4:4-6)*
- c) *We believe in the deity of Christ, in His virgin birth (Luke 1:34-35) and His sinless life (Heb 4:15), in His miracles (Acts 2:22), in His vicarious and atoning death through His shed blood (Rom 5:8-9), in His bodily resurrection (Luke 24:6-7), in His ascension to the right hand of the Father (Acts 2:32-33), in His Lordship over all of life (John 11:25) and in His personal return in power and glory. (Acts 2:27)*
- d) *We believe that man, though created in the image of God, is separated from God because of sin and that every person is born in a state of sin and in need of salvation in order to be reconciled to God. (Rom 5:8-21)*
- e) *We believe that salvation is by grace alone through faith, by the merit of the shed blood of Jesus Christ. (Eph 2:9)*
- f) *We believe in the absolute necessity of regeneration by the Holy Spirit for salvation, that the Holy Spirit indwells all believers, that the Holy Spirit gives spiritual gifts to all believers to be exercised for God's glory and the edification of believers. (1 Cor 12:7-11)*
- g) *We believe that the Christian is called to live a holy life. (Rom 12:1-2; Eph 1:4)*
- h) *We believe that the Scriptures teach that God's people are to assemble together regularly for worship, for edification through the Scriptures, and for mutual encouragement. (Heb 10:25)*

- i) *We believe in the individual access of every believer to God through Christ. We believe in spiritual unity of believers in Christ. (Heb 10:19-20).*

#### **4. Demeanor**

- a) You should make every effort to behave in a professional manner appropriate to your position at the School and you must try to project a positive, friendly and cheerful image at all times.
- b) You should conform to the standards of conduct as outlined in the NICS Missions Manual and conduct yourself in a manner befitting a WNS teacher. You should be loyal to WNS and NICS.
- c) You should accept constructive comments from your Immediate Supervisor and be prepared to give considered feedback.

#### **5. Admonition**

- a) You are expected to conduct yourself in a manner worthy of a saved believer and maintain high standards of behavior. Working for the School depends on you living a life that is guided by Christian principles.
- b) The Bible commands you to live at peace and to resolve disputes in private or within the Christian Church (1 Cor 6:1-8. Matt 18:15-20).
- c) You may be dealt with in accordance with the School's disciplinary code, Section 16, if you seriously breaching these principles. Breaches include, but are not limited to, lies, gossip and slander.
- d) If your Contract of Employment is terminated, WNS will not, subject to the laws of Kenya for the time being in force, disclose the reasons for your termination.

### 3. CHILD ABUSE

- a) The Child Protection Policy is designed to ensure that as far as is reasonably practicable, staff and pupils are protected from abusive and harmful activities and wrongful allegations.
- b) The Child Protection Policy is founded on the Children Act (2001), the Education Act and all rules, regulations, charters, conventions and instruments for the time being having the force of law in Kenya and having as their object child welfare and protection.
- c) You shall at all times abide by the Child Protection Policy and the letter and spirit of the laws, rules, regulations, charters, conventions and instruments set out in b above.
- d) In this part:
  - I. *Abuse* means wilful, negligent or reckless infliction of physical, emotional, psychological or other injury or harm to a child. It extends to the withholding of needed care to the child, corporal punishment and hot tempered shouting.
  - II. *Sexual; abuse* is any contact or activity with a child that is undertaken for the sexual gratification of the perpetrator. It includes but is not limited to indecent exposure, indecent assault, carnal knowledge and exposure to pornographic publications.
- e) You shall, in exercise of their duties, have the best interests of pupils as the foremost primary consideration.
- f) In considering the best interests of the pupils, you shall have utmost regard to their academic, intellectual, spiritual, emotional and psychological needs. You shall address these needs with utmost regard to the age and particular strengths and weaknesses of the pupils.
- g) Without prejudice to the generality of the foregoing, you shall protect pupils from all forms of physical, psychological and other forms of abuse or exploitation.
- h) You shall at all times whilst in the School's precincts or in the company or vicinity of pupils desist from cigarette smoking and consumption, possession or use of intoxicating, stupefying or noxious substances.
- i) Clause h of this part shall be deemed to be a material term of every employment contract including contracts with an independent contractor to be performed within or around the School's precincts or within the vicinity of pupils.

- j) Breach of clause h of this part shall constitute gross misconduct within the meaning of labour laws for the time being in force. In all such instances, the School may summarily dismiss you, or, as the case may be, terminate the services of an independent contractor.
- k) You shall promptly report to the Director all infringements of the Child Protection Policy that come to their knowledge. Non-compliance with this clause shall be deemed to constitute misconduct within the meaning of labour laws for the time being in force.
- l) Without prejudice to the generality of the foregoing clauses of this part, you shall comply with the following guidelines:
- I. Avoid gossiping and the belittling of pupils or other staff members.*
  - II. Avoid one on one staff / pupil situations. Leave doors open and be within calling distance of other staff members.*
  - III. Be alert for unusual activity, particularly around the toilets and changing rooms.*
  - IV. Ensure that strangers on the School premises are approached by more than one staff member.*
  - V. Intervene and stop any physical bullying, inappropriate behaviour, unusual activity and verbal abuse.*

## 4. EQUAL OPPORTUNITIES

- a) The School believes in equality of opportunity and treatment for all persons as by law established.
- b) The School shall endeavour to uphold the principles of equality of opportunity and treatment of its existing and potential staff members, without undue regard to their sex, status, ethnicity, place of origin, political affiliation, disability or other condition not related to the requisite skills of the job.
- c) The School does not employ persons who are below the age of majority as set in the laws of Kenya for the time being in force.
- d) Persons who are below the age of majority may, subject to the laws of Kenya, and at the School's sole discretion, be employed as interns if they possess the minimum academic or professional qualifications required for a particular job.
- e) Employment practices operate on the basis of selection according to merit. The selection criteria for recruitment, training and promotion are drawn up according to the demands of the job alone. New job opportunities will be displayed on the School Notice Board. Every effort will be made to ensure fair competition among qualified applicants.
- f) Provided always that:
  - I. The provisions of this part relating to equality shall not be construed as limiting the School's freedom of contract as by law established.
  - II. The provisions of this part relating to equality shall not in any way fetter the School's discretion where objective recruitment criteria do not yield the best candidate for such job as may from time to time be advertised.
  - III. Nothing in this part shall fetter the School's discretion where objective criteria do not yield the best, or, as the case may be, the worst candidate for such promotion, redundancy or other thing as may from time to time arise.
  - IV. The School's decision or action in all such cases as are contemplated in this provision shall not be impugned by reason only that the recruitment, promotion, redundancy or other thing was wholly or substantially carried out by reference to one or more of the factors mentioned in clause b.
- g) A non-discriminatory work environment is promoted by informing all staff of their responsibility to avoid divisive activities and words. You are expected to promote a positive work atmosphere and good working relationships with their colleagues.

- h) You may use the grievance and harassment procedures in Section 16 of the Handbook to address discriminatory practices. The School may take affirmative or other action to remove or ameliorate the effects of discriminatory practices.
- i) WNS may review and update this policy to take account of unforeseen outcomes, changing attitudes or new circumstances. No such review may be challenged on the ground only that it is inconsistent with a prior contractual obligation.

## 5. DIGNITY AT WORK

- a) The School is founded on the principle of respect for humanity's inherent dignity as by law established. Dignity at the work place defines harassment, (which includes bullying) and the approach that the School will take to deal with allegations of harassment made by staff members. All records of harassment complaints and investigations are confidential.
- b) Harassment means words and actions that are unacceptable and create a difficult work environment for the affected individual. Both pupils and staff can be affected by harassment.
- c) You shall at all times respect the individual dignity and integrity of all persons and pupils. You shall desist from all forms of harassment, intimidation and all forms of noxious or intrusive behaviour. Non-compliance with the provisions of this part shall constitute misconduct within the meaning of the Employment Act (Cap.226) and other employment laws for the time being in force.
- d) It is important to recognize that what is acceptable to one individual may be totally unacceptable to someone else and the essence of harassment is that the words or actions are unwelcome to the individual who is the target of the words or actions. Staff members should always treat each other with respect and appropriate sensitivity.
- e) It is expected that you will act responsibly regarding this issue. If you believe that you have been harassed, you should follow the procedures described in Section 16 of the Handbook. If you make an accusation in good faith you will not be subject to any detrimental action. However, false accusations of harassment can have a serious effect on innocent individuals. Therefore, you will be disciplined if investigations show that you have made a false and malicious accusation. You should read and understand the provisions of Section 7 of this Handbook for directions on defamatory publications.
- f) The School may, subject to the laws of evidence in force, disclose the records mentioned in clause a in any civil or criminal proceedings between the School and you. In all such cases, it shall not be necessary for the School to obtain your consent as a prerequisite for the disclosure.
- g) In all cases where your contravention of this part constitutes sexual abuse as defined in the Child Protection Policy, or such other conduct as is likely to bring the School into public scandal or odium, the School may summarily dismiss you.

## 6. COMMUNICATIONS

### 1. Computer Equipment

- a) The School's computer equipment is to be used exclusively for School purposes. You must not reveal your School computer passwords to anyone.
- b) Copying, printing and removal of data and software are forbidden and new software may only be installed with the written permission of the Director.

### 2. Internet

- a) Where appropriate and authorized by the Director, you may use the Internet for School activities. Published information must not be released under the School name:
- b) Using the Internet to access and / or distribute any kind of offensive material, including, but not limited to pornography and slander, is strictly forbidden and will be dealt with in accordance with the School's Disciplinary Code in Section 16.

### 3. E-Mail

- a) The School e-mail address is for communicating School matters only. E-mails must be accurate and presented in a professional manner. They have the same legal status as paper based communications. Copies of important e-mails should be stored. E-mails should only be sent to relevant parties and conclude with:

*INFORMATION IN THIS MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT (S) NAMED ABOVE. This message may contain privileged and confidential information. If the reader of this message is not an intended recipient or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this message in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you received this message in error, please notify the sender immediately, delete the message and destroy any hard copy print-outs. Thank you.*

- b) E-mails should never be used as a substitute for face-to-face communication. If the e-mail is confidential, the sender must ensure all necessary steps are taken to protect the affected parties. If you receive a non-School or unexpected attachment via e-mail or disk, you should not open it and you should inform your Immediate Supervisor.

#### **4. Disclosure of Information**

- a) The School believes in the principle of privacy of correspondence as by law established.
- b) Unauthorized access to School information is forbidden. You may not share information about WNS with any unauthorized party, such as another School, without the permission of the Director. You may not use any information relating to the School for personal gain.
- c) You shall at all times desist from prying including but not limited to unauthorized interception or opening of private or official correspondence. Only authorized staff may open or reply to official correspondence.
- d) You shall not at any time whilst employed or attached to the School, or at any time thereafter, make public or disclose to any person any information as to the business dealings, practices or affairs of the School, or those of its associated businesses, Schools or customers that could in any way damage the School. You may not whilst employed or attached to the School, or at any time thereafter, make public or disclose to any person any other matters concerning the School or those of its associated Schools which may come to their knowledge in the course of employment or attachment that could in any way damage the School.
- e) You shall always have utmost regard for the reputations of other persons. You shall desist from all forms of false and malignant accusations, rumours and gossip.
- f) The School may claim or exercise a right to indemnity, contribution, set off or similar remedies in respect of liability incurred to third parties for unauthorized communications, the publication of which infringes any defamation or intellectual property laws for the time being in force.

#### **5. Associated Work**

- (a) The Director may authorize in writing the taking on of additional formal employment, study or other engagement if it does not have an adverse effect on the performance of your normal duties. All requests must be made in writing.

## **7. HEALTH AND SAFETY**

### **1. General**

- a) It is a fundamental objective of the School to maintain a healthy and safe work place. The School will make available necessary safety equipment to protect staff members against hazards, provide adequate training to promote safe working conditions, investigate any known safety hazards and make reasonable provisions for the health and safety of all staff.
- b) You shall always keep your classroom clean, tidy and free from such objects as are likely to cause accidents or increase the risk of accidents or injuries. Paths, corridors and all emergency exit points must be kept free from obstruction or slippery matter.
- c) You are responsible for behaving in a safe and sensible manner at the School and failure to do so will lead to disciplinary action.
- d) The School may disclaim liability for injuries and losses to the extent that they are occasioned or aggravated by your omission to wear such protective clothing or equipment as may have been provided.
- e) The School may disclaim liability for injuries and losses to the extent that they are wholly or substantially attributable to your negligence, recklessness or flagrant disregard of the provisions of this Handbook or such express instructions as may have been given.
- f) The School may claim or exercise a right to contribution, indemnity or similar remedies in respect of liability incurred to any person as a result of your negligence, recklessness or non-compliance of this section. .

### **2. Fire**

- a) Fire drills may be held without any advance warning. When the fire warning is given, you must evacuate the buildings by the nearest exit and make your way quickly to your fire assembly point. It is your responsibility to be aware of the nearest exit, where the fire appliances are located, how to operate them and your fire assembly point.

### **3. Housekeeping**

- a) In the interest of general efficiency and the safety of all concerned, you must contribute to the general tidiness of the School by observing good housekeeping practices and keeping your classroom clean, dry and tidy. Doorways and corridors must never be blocked.

- b) If you are in charge of School equipment you are expected to keep it in a clean and safe condition.

#### **4. Accidents**

- a) If you sustain an injury at School, you must notify your Immediate Supervisor and a record of the accident must be entered into the Accident Book. There is a Medical Room in the School Office.

#### **5. Disclosure of Disease or Infectious Conditions**

- a) You must report to your Immediate Supervisor as soon as you are aware that you are suffering from, or are a carrier of, or have been in contact with:-
  - I. An infectious or contagious disease;
  - II. Any allergy or skin disorders;
  - III. A communicable disease or condition, or;
  - IV. Any other serious medical condition or ailment.

#### **6. Body Fluids**

- a) You should try and avoid direct contact with body fluids. You must wear disposable gloves when dealing with an injured staff member or student and you must put them into a plastic bag after use for disposal. You should wash your hands when you have removed the gloves.
- b) You must ensure that all surfaces contaminated with body fluids are immediately washed and disinfected.
- c) The School shall not accept any liability in respect of any infection or disease contracted by you as a result of your non-compliance with paragraphs a and b of this clause. The School may nonetheless exercise or claim a right to indemnity, set off or similar remedies in respect of liability for infections contracted by third parties as a result of your non-compliance with the provisions of paragraphs a and b of this clause.

## **8. ATTENDANCE REQUIREMENTS**

### **1. General**

- a) The School regards 'absence' as any absence from work other than approved vacations and maternity leave.
- b) If you are absent from your duties for more than three days without approval, the Director may decide you have breached your contract and declare your position open.
- c) You are expected to comply with the attendance requirements specified in your Terms and Conditions and strive to maintain an excellent attendance record. Absence affects the efficient running of the School.
- d) You are expected to attend parent-teacher conferences, staff meetings, fellowship meetings, field trips, induction - orientation, closing - check out and other school related functions. Your in country arrival date shall be prescribed by the Director.
- e) You will be allocated a School work station. On occasion and at short notice, you will be expected to cover for absent colleagues. You must be immediately contactable during all your free periods.
- f) The School recognises that there will be occasions when you will be absent due to ill health and other causes. After two months of service, you are entitled, on production of a Medical Form satisfactory to WNS, to sick leave of seven days with full pay and seven days with half pay in each period of twelve consecutive months' service.
- g) You shall be covered by comprehensive medical health insurance through the NICS authorized insurance provider. The cover includes hospital benefits, but does not cover dental or optical care. You are responsible for the cost of any required deductible.

### **2. Long Term Absence**

- a) This is an absence continuing for more than four weeks. Where this occurs the School will take a sympathetic approach and consult you fully before making any decisions. You must maintain regular contact throughout the period of your absence with the School Office. The School may require you to visit a Doctor of their choosing.

- b) If you are incapable of working for six consecutive weeks or for three calendar months in any year of service the School may give you one month's notice of termination of your Employment Contract or pay you one month's salary in lieu of notice whereupon your Contract will terminate accordingly.

### **3. Short Term Persistent Absence**

- a) After each absence, consideration will be given to all known background circumstances and will be fully discussed with you before any action is taken. The number of days and the number of absences in any given period of time will not be the only criteria for assessing the action taken.

### **4. Timekeeping**

- a) After each incident of lateness, consideration will be given to your circumstances and will be fully discussed with you before any action is taken.
- b) The number of late arrivals in any given period of time will not be the only criteria used to assess the action taken.
- c) Persistent lateness shall constitute a breach your employment contract. The School may terminate you if you are persistently late for work.

### **5. Absence Reporting**

- a) As soon as you know you will be unable to attend School you must notify your Immediate Supervisor or the School Office by telephone. You must state why you are not able to attend School and the expected length of time you will be away. On returning to School you must report to your Immediate Supervisor and arrange a Return to Work Interview.

### **6. Return to Work Interview**

- a) After each absence you must have a Return to Work Interview with your Immediate Supervisor to establish the reasons for your absence and to review your absence record.
- b) The interview is designed to establish the causes of your absence and whether any problem exists which could be addressed by the School to prevent a recurrence.
- c) If after the interview it appears that there were no reasonable or justifiable grounds for the absence, your Immediate Supervisor may initiate disciplinary action or proceedings.

## **7. Attendance Interview**

- a) If you have an unacceptable attendance / lateness record, you will be invited for an interview with your Immediate Supervisor. At this interview, targets and time scales for improvement will be agreed. Failure to meet these targets will lead to a disciplinary interview.

## **8. Absence Recording**

- a) Your absences will be recorded and held on your personal file. A record of each Return to Work Interview will also be held on your file.
- b) The records referred to in paragraph a of this clause may be used for disciplinary purposes.

## **9. Paid / Bereavement Leave**

- a) You will be entitled up to three days paid bereavement leave per calendar year in the case of the death of a close family member. Close family member will mean legal parent, immediate sibling, spouse or child.
- b) Unused bereavement leave will accumulate up to a maximum of five days per calendar year.

## **10. Leave of Absence**

- a) If for any reason you wish to leave work during your working hours you must obtain permission from your Immediate Supervisor. On no account must you leave the School premises without permission.
- b) A request for leave of absence shall not be unreasonably denied. In all such cases, Immediate Supervisors shall be considerate and have regard to all relevant circumstances.

## **11. Maternity Leave**

- a) Female employees are entitled to two months maternity leave on full pay. If you take your maternity leave, you will forfeit your leave entitlement for the current School calendar year.

## **12. Leave Entitlement**

- a) The School holiday year is from 1st July to 30<sup>th</sup> June. Your holiday must coincide with the School holidays. You are entitled to a maximum of twenty one working days of holiday per year, excluding Public Holidays and sick leave.
- b) Should your contract be terminated, your holiday pay entitlement will be calculated on a pro rata basis of one and three quarter days per completed month of service less any holiday entitlement already taken during the holiday year.
- c) If the leave you have taken exceeds your leave entitlement, by signing the Handbook Acknowledgement Form, you accept that the School will deduct payments made in excess of the entitlement from any money owing to you at the time of your departure from the School.
- d) If you do not take all your leave entitlement in the calendar year, the balance will not be carried forward and there will be no payment in lieu.
- e) Staff on vacation within or outside Kenya must hand in School equipment and leave contact details, address, mobile number and/or e mail address.

## **13. Orientation Programme**

- a) All new teachers will attend an orientation programme at the start of the semester or an abridged version if they arrive late to bring them to a better understanding of the mission, purpose and values of WNS and NICS.
- b) You may be required to attend the orientation programme at the discretion of the Director.

## **14. Contract Renewal**

- a) The contract renewal deadline is 1<sup>st</sup> December.

## **9. PAYMENT DETAILS**

### **1. Salaries**

- a) Salaries are payable in Kenyan shillings.
- b) Your housing allowance is fifteen per cent of your basic wage.
- c) Salaries and allowances will be paid into your bank at the end of each month. It is a condition of your employment with WNS that you have a bank account.
- d) US based NICS missionaries working for the school shall be reimbursed for PFO travel costs; a single US flight per year and work permit costs.
- e) Mistakes in salaries both in time or money must be reported to the School immediately and will be rectified when you are next paid.

### **2. Deductions**

- a) The School may make the following deductions from your wages:
  - I. The reasonable cost of damage to or loss of School Property;
  - II. Unauthorized absence periods, (excluding vacations, sickness and maternity leave);
  - III. Any amount paid to you in error as wages in excess of the amount of wages due;
  - IV. Any amount due and payable by you to the School under and in accordance with any agreement in writing, by way of repayment or part repayment of a loan of money made to you by the School, not exceeding fifty per cent of the wages payable to you after the deduction of all such other amounts as may be due.
  - V. Such other amounts authorized by current law or an order of the Minister.

### **3. Advances on Wages**

- a) The School strongly discourages borrowing between staff and the giving of advances on wages.
- b) In very exceptional circumstances, advances of up to one month's salary may be given on the written authority of your Immediate Supervisor. You must sign an undertaking agreeing to a repayment schedule. Should your employment contract be terminated by either party, you must immediately repay the advance in full.

#### **4. Entitlement to Expenses**

- a) If you are requested by the School to perform duties away from the School premises, you will be entitled to claim reasonable expenses. Such claims must be authorized by your Immediate Supervisor and submitted on the Expense Form accompanied by valid receipts.
- b) Where necessary, you may be given an advance to cover anticipated expenses. All such advances must be accounted for.

#### **5. Use of Own Car**

- a) You may use your own car on School business with the prior written consent of the Director. No private car may be used on School business unless it is roadworthy and appropriately insured as by law established.
- b) Whenever your car is used on School business as contemplated in paragraph a of this part, you shall be reimbursed for the number of kilometres travelled on School business at the market rate prevailing at the time of the use.
- c) The School may reject a claim for reimbursement under this part to the extent that the expense, to which the claim relates, though authorised, has been exaggerated or improperly or extravagantly incurred.
- d) Where your car is used partly on School business and partly on your business, you shall be deemed to have been wholly engaged in your business for purposes of any liability arising on account of injuries or losses suffered by the driver or third parties whilst the car is so used.

## **10. HEALTHCARE**

### **1. Medical Facilities**

- a) If you are injured at School or if you are feeling unwell, you must advise your Immediate Supervisor. The School has a medical room and a small supply of medicines and these can be made available to you.
- b) The School has appointed a doctor and implemented a referral system to a local hospital. This service (with visit fee) is available to you. The doctor will determine whether non-emergency hospital care is required.
- c) For local staff using the School doctor, health support is available up to Kes15,000 per rolling year. Any additional support shall be at the discretion of the Director.
- d) The School may establish an insurance scheme to meet some or all of its obligations under this part.

### **2. Personal Hygiene**

- a) You will be provided with clean, functioning conveniences and you must use them at all times and wash your hands after every visit. If the conveniences or wash basins are malfunctioning, you must advise the Site Supervisor immediately.

### **3. Notification Procedure**

- a) If you are incapacitated for more than three days by an injury that happened at the School, the District Labour Officer, (“DLO”) at Nyayo House will be notified in writing.

### **4. Death in Service**

- a) If a member of staff dies, all owed monies will be paid in accordance with their Incapacity Instruction.
- b) If a member of staff is killed on the School premises a report will be submitted to the DLO.

## 11. APPRAISAL PROCESS

- a) An appraisal is an opportunity for you to meet with your Immediate Supervisor to review your performance since your last appraisal and to agree your future performance targets. Appraisals will normally take place at least every twelve months and will last for no more than two hours. You will be given not less than one week to prepare for your appraisal.
- b) During the appraisal your Immediate Supervisor will complete a new Appraisal Form, referring to your previous Appraisal Form as necessary. You and your Immediate Supervisor will sign the form; you will be given the original and a copy will be held in your personnel file.
- c) The appraisal is your opportunity to discuss how you feel you are performing and for your Immediate Supervisor to give you informed and objective feedback. It is not in any way a disciplinary meeting, but your Immediate Supervisor will have access to your personnel records.
- d) The appraisal will include some or all of the following performance factors, pro activity, planning, motivation, time management, results achieved, attention to detail, personal development, communication, presentation, influencing, participation, delegation, conflict resolution. This is not an exhaustive list and other relevant performance factors may be included in the appraisal.
- e) Your latest appraisal will be considered if you decide to apply for an advertised promotion or if there is a need for the School to declare redundancies.

## **12. GENERAL INFORMATION**

### **1. Unauthorized Access**

- a) You may not enter the School premises or remain on the premises outside of your normal working hours, without notifying your Immediate Supervisor. You must enter the School premises by the main gate.

### **2. School Property**

- a) School property must be handled, occupied or used with such care and prudence as you would handle, occupy or use your own property.
- b) The School provides lunches and water for staff.

### **3. Right of Search**

- a) The School may conduct searches on your person or property. In all such cases, the School will seek your consent
- b) If the consent referred to in paragraph a of this clause is unreasonably withheld, the School reserves the right to search you entering or leaving the School premises, any vehicle in or on which you may be riding, and any property that you may have with you.
- c) Searches will be conducted by and in the presence of a colleague of the same sex.

### **4. Dress Code**

- a) You shall dress in a smart and presentable manner. The School may, subject to such religious or cultural apparel as may by law or custom be recognised, restrict you from adorning in such dress as it may consider indecent, scandalous or inappropriate. No such restrictions may be challenged by reason only that they infringe your freedom to dress or act as you please.

### **5. Lost Property**

- a) You should keep any money or valuables with you at all times. The School does not accept any responsibility for the loss of your property.

- b) Any goods or money found on the School premises should be handed into the School Office. If you lose any property on the School premises, give the details to your Immediate Supervisor.

## **6. Car Park**

- a) Parking facilities are provided for your car and cycle. The School does not accept any responsibility for damage or loss resulting from the use of these facilities.

## **7. School Vehicles**

- a) You are not permitted to drive any power-operated vehicle, owned, hired or leased by the School without the written permission of the Director.
- b) You must not drive any power-operated vehicle owned, hired or leased by the School unless you hold a valid driving license and such other permits as may be prescribed by Kenyan law for the time being in force.
- c) When driving School vehicles you are responsible for paying any parking and road user fines.

## **8. School Bulletin Board**

- a) It is your duty to read all the notices on the School Bulletin Board at the entrance to the School Office and to comply with their requirements. The Bulletin Board is for official School notices only.
- b) Ignorance of any notice will not be accepted as an excuse for your non-compliance.

## **9. Save It**

- a) Electricity, water, materials and time all cost money. Please help the School to reduce costs by turning off unwanted lights and running taps, avoiding wastage of materials and taking care of School property.

## **13. RESTRICTED ACTIVITIES**

### **1. Unauthorized Work**

- a) You must not whilst employed by the School engage in any competing or adverse work or business. You must not whilst so employed engage in any formal work that has not been authorized by the Director in writing.
- b) WNS retains the right to require you to limit your outside involvement in non-NICS/WNS related ministries or other paid positions if it is impairing your work/ministry. WNS will give written cause if you are required to cease involvement in such activities.
- c) Where a breach of paragraph a of this clause has had a detrimental effect on the School, the School may claim or exercise the right of account or similar remedies.

### **2. Collections**

- a) You may not, in the School's name by virtue of your employment with the School, solicit or collect money or goods on behalf of any cause, including yourself and your family, without the prior written approval of the Director.
- b) The School may claim or exercise a right of account or similar remedies in respect of all monies and other property collected or solicited in breach of paragraph a of this clause.
- c) Gambling is prohibited.

### **3. Cameras and Video Recorders**

- a) Cameras, video recorders and similar gadgets must not be used on the School premises without the prior written approval of the Director.

### **4. Clubs, Societies and Organizations**

- a) You may form or join clubs, societies or organizations whose objectives are consistent with your terms of employment and the purpose, vision and values of the School.
- b) You shall always seek the prior written approval of the Director before joining or forming clubs, societies and organizations referred in paragraph a of this clause.

## **5. *Private Correspondence and Telephone Calls***

- a) The School is under no obligation to accept your private correspondence, parcels or telephone messages and takes no responsibility for these services. Emergency messages will be accepted.
- b) You may use the School telephones and fax machine with the permission of your Immediate Supervisor. All personal calls should be brief and should be paid for.

## **14. TERMINATION OF EMPLOYMENT**

### **1. Resignation**

- a) You must give a minimum one months notice to coincide with a month end
- b) Should you terminate your employment other than by the requisite notice, you shall forfeit or, as the case may be, pay to the School, the amount of money and benefits that you would have received for the requisite notice period.
- c) WNS reserves the right to withhold one quarter of your annual salary to cover the unbudgeted costs of your resignation, PFO recruitment, etc.
- d) Prior to leaving you should meet with your Immediate Supervisor to have a confidential Exit Interview.

### **2. References**

- a) Whilst the School does not normally issue character references, you will be provided with a Certificate of Service if you have been employed for more than four weeks.

### **3. Retirement**

- a) The School retirement age is fifty five or such other age as may be set in the laws of Kenya for the time being in force. Your contract will expire on your fifty fifth birthday or upon your attaining such other retirement age as may be prescribed in the laws of Kenya for the time being in force, whichever is earlier.
- b) In very exceptional cases and entirely at the Director's discretion, you may be issued with a new contract for such period as the Director may deem fit enabling you to work beyond your retirement age.

### **4. Redundancy**

- a) The School hopes that it will not have to declare redundancies, but if circumstances such as lack of enrollment, adequate funding or other causes make this unavoidable, the School may use some or all of the following selection criteria, not necessarily in the order given over the page:

- I. Time Keeping;
- II. Attendance;

- III. Skills Matrix;
- IV. Competence;
- V. Reliability;
- VI. Appraisal Record.

- b) You shall be given one month's notice or one month's pay in lieu of notice if you are declared redundant. Any leave due to you shall be paid as part of the final salary payment.
- c) In all cases of redundancy, the DLO shall be notified of the reasons for and the extent of the intended redundancy.

## **5. Termination**

- a) Either party may terminate the Employment Contract by giving one month's notice or such other longer period as may be provided in their Terms and Conditions.
- b) In all cases where employment with the School may be terminated by notice, such employment shall be terminable by making commensurate payment in lieu of notice.
- c) You will receive one month's salary in lieu of notice if, having been subject to the School's disciplinary procedures, you are terminated.
- d) Termination notices may be issued on any day of the working week. Absence from work for any reason will count as part of your notice period.

## **6. Summary Dismissal**

- a) Without prejudice to the provisions of the Child Protection policy, you may be summarily dismissed for gross misconduct as defined in Kenyan laws for the time being in force. You will not receive a payment in lieu of notice if you are terminated for gross misconduct.
- b) If you are terminated by the School for any reason, whether summarily or otherwise, a written report will be submitted to the DLO giving the full details of your dismissal.

## **7. Payments**

- a) All outstanding monies owed to you will be paid on the day you leave the School.
- b) You may be expected to pay back to the School any non recoverable recruitment, health care, travel, orientation and other costs incurred on your behalf by the School.

## **15. DISCIPLINE, GRIEVANCES AND HARASSMENT**

- a) It is expected that you will observe acceptable standards of performance and behavior. However, it is necessary to establish procedures for dealing with failures to comply with the School rules and regulations or failures to reach or maintain acceptable standards of behavior and performance.
- b) The procedures identify who has authority to take disciplinary action and aim to ensure that you are protected against unjustifiable or inconsistent disciplinary action. They also identify the type of offence that would result in disciplinary action being taken, what that action would be and what further action would result if there is no improvement or a recurrence.
- c) The main objective of the disciplinary procedure is to change unacceptable behaviour.

### **1. General Principles**

- a) You are expected to comply with your Terms and Conditions and the Guiding Principles of the School.
- b) Prior to taking any form of disciplinary action there will be a thorough investigation into the alleged misconduct or poor performance.
- c) In cases of alleged misconduct, the School recognizes that you have:
  - I. The right to a fair hearing, with the opportunity to state your case; and
  - II. The right to be accompanied by a colleague of your choice.
- d) The School further acknowledges your right to appeal against what might appear to you to be an unjust or unfair penalty.
- e) The School is responsible for ensuring that the disciplinary rules and procedures are applied fairly and consistently.

### **2. Disciplinary Rules**

- a) The School recognizes minor, major and gross misconduct.
- b) The following lists give some examples of the offenses covered by each type of misconduct. They are not exhaustive lists and the Director reserves the right to decide how other misconduct will be categorized:

#### **Minor Misconduct**

- I. Lateness
- II. Extended breaks

- III. Untidy classroom
- IV. Neglect causing minor loss to the School

### **Major Misconduct**

- I. Neglect causing major loss to the School
- II. Misuse of School property
- III. Failure to report major misconduct of other Staff

### **Gross Misconduct**

- I. Smoking on School premises
- II. Absence without authorization or lawful cause
- III. Intoxication during working hours
- IV. Willful non performance of work
- V. Use of foul and abusive language
- VI. Insulting and abusive behavior
- VII. Refusal to carry out a reasonable instruction
- VIII. Criminal offense against the School

## **3. *Minor Misconduct***

### **Verbal Warning**

- a) Committing minor misconduct will lead to an interview with your Immediate Supervisor. You will be given details of the offense before the interview and you will have the opportunity to offer an explanation at the interview. If it is decided that an offense has occurred, a verbal warning will be given to you. The verbal warning will be recorded and placed on your file for a period of six months.

### **First Written Warning**

- a) Committing similar misconduct within six months will lead to an interview, with your Immediate Supervisor. You will be given details of the offense before the interview and you will have the opportunity to offer an explanation at the interview. If it is decided that another offense has occurred, a first written warning will be issued to you, and a copy will be placed on your file for a period of twelve months.

### **Final Written Warning**

- a) Committing similar misconduct within twelve months will lead to an interview, with your Immediate Supervisor. You will be given details of the offense before the interview and you will have the opportunity to offer an explanation at the interview.

- b) If it is decided that another offense has occurred, a final written warning will be issued confirming that a repeat of the misconduct within twelve months will result in your dismissal. A copy will be placed on your file for a period of twelve months.

### **Final General Written Warning**

- a) Warnings are not generally transferable between different types of misconduct. Thus warnings for lateness and for an untidy workplace are considered to be separate and distinct warnings.
- b) However, where a number of warnings are called for in respect of different types of misconduct, this will entitle your Immediate Supervisor to review your overall suitability for continued employment and, if necessary, to issue a final general warning irrespective of the offense. A copy will be placed on your file for a period of twelve months.

### **Dismissal**

- a) Committing similar misconduct within twelve months of the final warning will lead to an interview with your Immediate Supervisor. You will be given details of the offence before the interview and you will have the opportunity to offer an explanation at the interview.
- b) If it is decided that an offence has occurred, you will be dismissed.

## **4. Major Misconduct**

- a) Discipline starts at the Final Written Warning stage.

## **5. Gross Misconduct**

- a) Committing gross misconduct will lead to an interview with your Immediate Supervisor. You will be given details of the offense before the interview and you will have the opportunity to offer an explanation at the interview.
- b) If it is decided that an offense has occurred, you will be dismissed.

## **6. Suspension**

- a) In certain situations, where gross misconduct is suspected, your Immediate Supervisor may need time to carry out a full investigation. In such circumstances, the School reserves the right to suspend you, pending a decision, with or without pay, at your Immediate Supervisor's discretion.

- b) If you are suspended without pay and the discipline issued to you is less than dismissal you will receive your salary for the period of the suspension.

## **7. *Disciplinary Interviews***

- a) Your Immediate Supervisor will be accompanied by a colleague. Your Immediate Supervisor may be deputized by a colleague.
- b) You have the right to be accompanied by a colleague of your choice.

## **8. *Disciplinary Warnings***

- a) All warnings will clearly state the misconduct, any relevant facts relating to the misconduct and what the eventual outcome will be if there is no improvement on your part or a recurrence takes place.
- b) When the time period of a warning expires, the warning will lapse.

## **9. *Appeals***

- a) Where you feel that action taken under these procedures is unjustified or unfair you have the right of appeal. All appeals must be made in writing within five working days to your Immediate Supervisor clearly stating the basis of the appeal. Your Immediate Supervisor must submit your appeal to his / her Immediate Supervisor.
- b) Appeal hearings will normally be held within five working days of the receipt of the appeal. The appeal will be heard by a Supervisor independent of the original decision. You will have the right to be accompanied by a colleague of your choice.
- c) The Supervisor will review your appeal and respond to you in writing with a decision, normally within five working days.

## **10. *Grievances***

- a) The School wants all complaints to be dealt with quickly and simply. Therefore, you must inform your Immediate Supervisor as quickly as possible of your complaint. In normal circumstances you should not consider that you have a grievance until your Immediate Supervisor has been given an opportunity to deal with the complaint.
- b) The School wishes to foster a good working atmosphere. Periodically, differences may arise and the School is committed to ensuring that you receive fair and just consideration and treatment. You have the right to appeal against any decision you are unhappy with.

## **First Stage**

- a) If you have a complaint relating to your employment with the School you must raise it with your Immediate Supervisor.
- b) The majority of complaints should be resolved on a one-to-one basis. If the complaint cannot be resolved you should submit a grievance in writing to your Immediate Supervisor.

## **Final Stage**

- a) Your Immediate Supervisor in consultation with his / her Immediate Supervisor will review your grievance and respond to you in writing with a decision, normally within five working days.

## **11. Harassment**

- a) All staff members are entitled to be treated with fairness and dignity.
- b) Harassment is intimidating, humiliating, bullying or offensive behaviour.
- c) If you have been subject to this type of behavior by another staff member based on your race, sex or disability you may raise the matter as follows:

### **Informal Stage**

- a) Approach your alleged harasser with the support of another staff member and ask for the harassment to cease. If the alleged harasser is your Immediate Supervisor you may raise the matter with his / her Supervisor.

### **Formal Stage**

- a) You may raise the matter as a first stage Grievance with or without having gone through the informal stage. If the alleged harasser is your Immediate Supervisor you may raise the matter with his / her Immediate Supervisor. Your Immediate Supervisor or his / her Immediate Supervisor will meet with you and then with the alleged harasser and any other witnesses.
- b) You're Immediate Supervisor or his / her Immediate Supervisor will determine whether disciplinary action is appropriate and what other steps are necessary to ensure the harassment ceases.

## 16. ACKNOWLEDGEMENT FORM

*West Nairobi School*

**Teacher Handbook**

Name \_\_\_\_\_

Job Title \_\_\_\_\_

I acknowledge receipt of the Teacher Handbook and accept it as part of my Contract of Employment with West Nairobi School.

I accept that the Handbook may be amended periodically to account for changes of Kenyan law and/or the circumstances of the School.

I have been given adequate time to study the Handbook and I have been able to consult with my Immediate Supervisor about anything that was unclear to me.

I confirm that I fully understand the contents of the Handbook and accept that it is a valuable source of information that will enable me to comply with the working practices and policies of the School

Signature \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_

## 17. TEACHER EMERGENCY INFORMATION

### *West Nairobi School*

Name	_____
Address	_____ _____
Land Line/ Mobile Nos	_____
Medical Conditions	_____
Medication	_____
Signature	_____ Date _____
Close Contact's Name	_____
Address	_____ _____
Land Line/Mobile Nos	_____
Close Contact's Name	_____
Address	_____ _____
Land Line/Mobile Nos	_____
Doctor's Name	_____
Address	_____ _____
Land Line/Mobile Nos	_____

*Your signature confirms your acceptance that the School is holding personal information about you and is permitted to use this information to assist you if you are ill and to contact yourself, your close contacts and your doctor.*