

NON-TEACHING STAFF HANDBOOK

1. GENERAL INFORMATION

At the beginning of the school year, on September 3, the secretary will deliver this handbook to the non-teaching staff (general services and administration) and will send them a copy of it by e-mail. In all matters not specifically provided for in this handbook, the provisions of the Statute of Workers of October 23 will be taken into account.

2. WEEKLY SCHEDULE

The working hours of non-teaching staff are established by the following provisions:

- -X National Collective National Collective Agreement of private regulated education centers of general regime or regulated education without any subsidized subsidized concerted level of June 22, 2018.
- -Royal Legislative Decree 2/2015, of October 23, approving the revised text of the Workers' Statute Law.
- 2.1. Applicable regulations:

Article 29. Non-teaching personnel.

Non-teaching personnel.

The working day of the qualified personnel of complementary services shall be thirty-three hours per week.

The working day of the rest of the personnel of complementary services and of the personnel of groups III and IV shall be forty hours per week.

These personnel, respecting in principle their current workday and work schedule, will enjoy a Saturday off every two weeks, so that the average weekly workday will be forty hours.

In the event that this rest, for reasons of work organization, cannot take place on Saturday, it will be taken on another day of the week.

The school owner shall establish the ideal working day regime for the personnel corresponding to janitors and other similar surveillance and maintenance services, according to the special circumstances and needs of each center.

Article 31. Weekly day off and breaks between days.

For non-teaching staff, working hours shall be distributed throughout the week, according to the school needs, without the daily working day exceeding eight hours a day, and four hours on Saturdays.

When the needs of the school do not allow workers to take their weekly time off - one and a half continuous days between Saturday and Sunday -, the day off will be taken on another weekday.

In any case, there shall be at least twelve hours between the end of the working day and the beginning of the following one.

Article 33. Annual count and irregular time distribution by the school.

- a) Teaching staff:
- Teaching days total: 1,089 hours.
- Complementary working days total: 237 hours.
- Training days total: 50 hours.

In schools that do not hold summer courses, the annual teaching days total for teaching staff, except at the Early Childhood Education level, will add up to 1,069 hours, the additional annual working day total will add up to two hundred and fifty-seven hours and the annual working day total for training shall be fifty hours.

- b) Qualified personnel of complementary services: 1,396 hours.
- c) Other complementary services personnel and administration and general services personnel: 1,724 hours.

The internal personnel, by way of compensation, shall work forty hours more per year.

The teaching staff holding the position of Principal, Deputy Principal, Head of Studies or Head of Department, shall add two hundred and ten hours per year to their working days corresponding to the type of education to which they belong. They will use those hours to perform their tasks at school.

Likewise, the last paragraph of article 28 shall be applied as regards the teaching staff.

Article 34. Non-working hours at the workplace.

Non-working hours spent by workers at their workplace shall not be considered as part of the effective working day, nor shall they be counted for the purposes of the overtime limit.

Article 37. Continuous working day during school vacation periods.

The administrative and general services personnel, during school vacation periods, that is to say, July and August, shall work a continuous workday with a maximum of six hours a day and forty-eight uninterrupted hours of rest in the same months, except in boarding schools and the like when the performance of the continuous workday does not guarantee an adequate service in these, and shifts may be established so that the different services are attended to.

The administrative personnel shall work, during the non-teaching days corresponding to the Christmas and Easter school vacation period, a continuous workday of six hours a day, being able to establish shifts so that the different services are attended.

Article 39. Labor calendar.

The company and the workers' representatives may establish, if they so decide by mutual agreement, the internal work calendar of the vacations, being able to modify the duration of the same, the working holidays and special permissions, saving the due attention of the services that must be provided.

Article 40. Common regulation. Vacations

All workers affected by this Agreement shall be entitled to have a one-month paid vacation, preferably in summer, for each full year of active service, taking into account the characteristics of the school and each worker's personal situation, or to the days that proportionally correspond to them, if the time worked is less.

All the personnel of the schools affected by this Agreement shall have the right to enjoy vacation on five days of those indicated as working days by the official calendar established in the territorial scope of the competent labor administration, preferably and if possible during the summer period, and always guaranteeing the normal operation of the school

Article 41. Vacations for non-teaching personnel.

The non-teaching personnel, in all school included in the scope of this Agreement, shall be entitled to have six calendar days of vacation during Easter, and eight calendar days during Christmas; in both cases on a continuous basis, although schools may establish shifts among their

personnel for the purpose of maintaining the service. Likewise, there will be three working days a year, to be determined by the school owner.

2.1.1. Working day:

In view of the above, the weekly working day at Gándara for the administration and canteen surveillance staff will be 40 hours per week. The working hours of the administration staff shall be Monday to Friday from 9:00 to 14:00 hours.

5. PERSONNEL ATTENDANCE CONTROL

5.1. Daily attendance record

Non-teaching staff must sign the daily attendance control sheet which will be posted on the teachers' board in their office. The attendance sheets will be kept in the office daily at the end of the school day by the secretary. Should an employee forget to sign, he or she must come to the office as soon as possible to do so. After 3 days, failure to sign will be considered as an absence.

6. PERMITS AND LEAVES OF ABSENCE

6.1. Permits and leaves of absence

The regulations on leaves and leaves of absence are stipulated in the X National Collective Agreement of Private Regulated Education Centers of General Regime or Regulated Education Without Any Subsidized Subsidized Concerted Level of June 22, 2018. A copy of this document can be found in the office for staff to consult.

In addition to what is established in the agreement, the school's employees shall be entitled to an annual day of paid leave for personal matters, without the need to justify it. Personal leave must be requested to the Principal in writing at least 10 days in advance. In the event that two employees request the use of personal days on the same date or on dates which, due to the school needs, seriously affect its operation, the Principal may deny the use of such days, proposing other dates and seeking agreement with the employees. The school's annual business days cannot be accumulated, which means that if they are not taken during the current academic year, they shall not be claimed in the following academic year.

- **6.1.1. Unforeseen absences:** staff members shall inform the Principal or the secretary of Administration as soon as possible by telephone or in person, never by e-mail.
- **6.1.2. Planned absences:** staff members must fill in the application form for leave of absence, which will be available at the secretary's office at least 48 hours in advance.

6.2. Leaves of absence

The regulations on leaves and leaves of absence are stipulated in the X National Collective Agreement of Private Regulated Education Centers of General Regime or Regulated Education Without Any Subsidized Subsidized Concerted Level of June 22, 2018. A copy of this document can be found in the office for staff to consult.

6.2.1. Workers' obligations:

- -Hand in the sick leave report at the secretary's office within 3 days of its issuance
- -Present the confirmation reports following the same procedure as for the sick leave.
- -Submit the discharge report within 24 hours of its issuance.
- -Sick leave of more than 15 days and all medical discharges must be communicated as far in advance as possible in order to request the incorporation and termination of the substitute worker.

7. STAFF TRAINING

7.1. Applicable legislation:

Article 49. Training.

When the teaching staff attend advanced and retrain courses organized by the school, tuition fees as well as travel and residence expenses shall be paid by the school.

Ongoing training shall be carried out according to the provisions of the National Agreement on Training for Employment for the private education sector or the agreement that replaces it and is in force at any given time. The company shall facilitate access to courses for employees who wish to learn the language of the Autonomous Community where the school is located.

Article 50. Training paid leave.

The personnel affected by this Agreement shall be entitled to:

- (a) paid leave required to attend official examinations, provided that these are not to aspire to a job in another school, as well as to a preference to choose a work shift, if such is the regime established in the Company, when regularly studying for an academic or professional degree.
- (b) adaptation of the ordinary working day to attend professional training courses or to the granting of the appropriate leave for training or professional improvement while preserving his or her position.

Article 64. Complement for professional development and improvement (CPP).

In order to encourage workers to keep improving the quality of services rendered and continue training, as well as to serve as a stimulus to their own professional and economic development, the worker shall accrue a supplement for training and knowledge acquired at the end of a five-year period, provided that such training is organized or expressly authorized by the company.

The employee will be entitled to receive the aforementioned allowance provided that he/she proves the completion, within the previous five years, of:

- One hundred hours of training, for teaching personnel (group I).
- Forty hours of training for complementary services personnel (group II).
- Forty hours of training for administrative personnel (group III).
- Fifteen hours of training for general services personnel (group IV).

These calculations shall include the training carried out by the employee for the development and retraining of his or her job, including the fifty hours of training established in Article 33 of this Agreement.

Should the worker be the one who provides training - not the one who receives it - to other colleagues in the school, through training organized or expressly authorized by the school, the training hours provided shall be equivalent to two hours of regular training.

The aforementioned supplement shall amount to what is stipulated in the corresponding salary charts, established in Annex III and Annex IV of this Agreement, multiplied by the number of five-year periods completed in the company, provided that the conditions referred to in this article are accredited. The payment shall be included in the payroll of the month following the expiration of the corresponding period.

For teaching personnel (Group I), the aforementioned allowance shall not exceed 20% of the base salary corresponding to each job position, as established in the salary charts of this Agreement.

For Group II complementary services personnel, the professional development allowance shall not exceed 30% of the base salary corresponding to each job position, as established in the salary charts of this Agreement.

For Group III and IV personnel, the aforementioned allowance may not exceed 40% of the base salary corresponding to each job position, as established in the salary charts of this Agreement.

Second Additional Provision. Professional development bonus.

The company shall be obliged to offer the training hours necessary to receive the professional development supplement, in accordance with the provisions of Article 65 of this Agreement.

If at the end of ¾ of the reference period (five years), the company has not offered the required training hours, it shall provide or authorize the performance of such hours, respecting, in all other matters, the provisions of Article 65 of this Agreement.

In the event of non-compliance by the company with the above assumptions, the employee shall accrue this supplement after five years have elapsed, even if he/she has not completed the minimum number of hours required.

In the event of periods of suspension of the employment contract, which count for the purposes of seniority in the company in accordance with current legislation, the hours of training to be carried out shall be reduced proportionally to the period elapsed in such situation.

- **7.1.** In accordance with the above, the school will regularly inform workers by email of the teacher training activities carried out at the school.
- **7.2**. In the case of annual courses computable for the professional development allowance, the employees shall submit the documentation accrediting their completion, as soon as possible, to the secretary's office.

8. MAINTENANCE OF PREMISES

- **8.1.** It is advisable to check the premises once the staff schedule and teaching areas are known. If breakdowns or malfunctions are detected, a breakdown report should be filled out and requested from the secretary, so that it can be repaired as soon as possible. During the academic year, this will be the procedure to apply whenever a breakdown or damage is detected.
- **8.2.** It should be remembered that upon leaving the premises, workers must leave electronic devices and computers turned off, tables and resources tidy, clean and organized, and wastebaskets empty, windows closed, blinds down and lights off.

9. STAFF INFORMATION POINTS

9.1. Staff members shall be informed through e-mail, preferably through corporate e-mail, as well as through gmail space and the bulletin boards on the Administration Office.

10. OPENING HOURS

- **10.1**. The school is open for staff from 8:30 am to 2:30 pm on Tuesdays, Thursdays and Fridays, and on Mondays and Wednesdays until 6:00 pm.
- **10.2.** The secretariat opening hours shall be from Monday to Friday from 9:00 am to 2:00 pm.

11. INFORMATION ABOUT THE SCHOOL

For official telephone calls, employees may use the school's telephone to call national landline or mobile numbers. For calls abroad, please consult with the Principal.

Address: Moreira 1, Mañufe, 36380, Gondomar.

Telephone: 986369778-676369778 E-mail: info@gandaraschool.com

12. BEST PRACTICES

School personnel is encouraged to use non-violent communication in their interactions with the rest of the members of the learning community. They should also use active listening and emotional management skills with the students, always trying to adopt a neutral position in the resolution of conflicts, objectively describing the facts and facilitating that students reach their own agreements. They will not use physical or psychological punishments with children; instead, they will use the logical consequences derived from the action not allowed and applying positive discipline. Staff members will take into account the Child Protection Protocol, the Internal Rules and Regulations document and the Community Behavior Plan, which are all available in the school cloud (Drive), to ensure the students' protection and physical and emotional safety. They will be very aware of the Xunta's Abuse Prevention Protocol that we have adopted to prevent, detect

and treat conflicts in which bullying may appear, and will apply the mechanisms described in the aforementioned agreement. They will be very cautious to tell the difference between everyday conflicts among children and actual bullying situations where immediate intervention and careful approach and protection of the victim will be essential.

13. LANGUAGES

At Gándara we will use 3 languages: English, Galician and Spanish, indistinctly, facilitating a trilingual environment.

14. NON-SEXIST LANGUAGE

The school subscribes to the fifth final provision of the X National Collective Agreement of Private Regulated Education Centers of General Regime or Regulated Education Without Any Subsidized Subsidized Concerted Level of June 22, 2018:

"Fifth final provision. Non-sexist language.

The possibility that the use of non-sexist modes of expression, guarantors of the presence of women on an equal footing, could represent an added difficulty to the reading and understanding of this Agreement, moves to manifest to the signatories of this text, that any expression that defines an activity or condition, such as those of worker, employer, delegate, affiliate, etc. is used in the comprehensive sense of persons of both sexes, except in those cases correspond to women that by legal imperative."

15. CIVIL LIABILITY INSURANCE

"Third final provision. Civil liability insurance. Schools shall take on civil liability insurance to cover their employees in the development and fulfillment of their obligations".

The school has taken on civil liability insurance with the company Mapfre Seguros.

16. OCCUPATIONAL HAZARD PREVENTION

"Prevention of occupational risks.

In all matters affecting occupational health and safety, the provisions contained in Law 31/1995, of November 8, 1995, on Occupational Risk Prevention, and concordant regulations, shall be applicable. For these purposes, the companies and workers subject to this Agreement shall address the application of the preceding paragraph, in line with the criteria and general statements provided for in the aforementioned Law."

In order to comply with Spanish legislation, the school has subscribed the annual periodic supervision of the center's occupational risks with the company Queirón. Once the supervision is completed, the school incorporates the recommendations by the supervising company, thus guaranteeing the safety of the workplace and the health of the workers. In addition, the school offers workers an annual medical check-up.

In order to ensure that the school complies with the Personal Data Protection Act and the European Data Protection Regulation, as well as its successive updates and reforms, the school has a contract with the company Vifordat for routine monitoring and inspection of the data protection measures and practices in place.

All teachers must sign the data protection agreement and ensure that students' personal data is kept under lock and key in the office, privately and securely.

17. GIS PERSONNEL CODE OF CONDUCT

GIS is committed to the safety and protection of children.

The purpose of this Code of Conduct is to protect children and adults by establishing clear standards of behavior and verbal/physical interaction between educators, school staff, employees, volunteers, and students while on school property, during transportation, or at GIS organized events and

activities.

This Code of Conduct applies to all teachers, staff, employees, volunteers and other personnel representing the school who interact with children directly and/or unsupervised, notwithstanding the provisions of the Teacher and Non-Teaching Staff Handbook. All of them must sign, upon joining GIS or beginning their volunteer work, the statement of acknowledgment of the Code of Conduct contained in Appendix 6 of this Protocol.

The public and private conduct of faculty, staff, employees, and volunteers acting on behalf of GIS can inspire and motivate those with whom they interact, or can cause great harm if inappropriate. Therefore:

We must, at all times, be aware of the responsibilities involved in our work.

We must be aware of the our own vulnerability and that of others, especially when working alone with children and youth, and be particularly mindful that we are responsible for maintaining physical, emotional and sexual boundaries in such interactions.

Children's privacy should be respected in situations such as toileting, showering, and changing clothes. When it is necessary to supervise children in these situations, at least two adults should be present and intervene only to the extent that the health and safety of the children require. Adults should also preserve their own privacy in these situations.

Staff members shall not initiate or participate in practices that are emotionally or physically harmful, disrespectful, demeaning, degrading, dangerous, exploitative or intimidating to children.

We must speak to children in a respectful manner and communication that is demeaning or abusive is prohibited. Refrain from the use of inappropriate language/humor in the presence of children, including racial, sexist or ethnic comments or jokes, or comments about physical appearance.

We must avoid any covert or overt sexual behavior with those for whom we have responsibility of care. This includes seductive verbal expressions or gestures, as well as physical contact that exploits, abuses or harasses.

We must provide safe environments for those in all GIS spaces.

We must show discretion and caution before touching another person, especially children, and be aware of how physical contact will be perceived or received, and whether it would constitute an appropriate expression of greeting, care, concern or celebration.

GIS staff and volunteers are prohibited from physical punishment of children at all times.

Physical contact with children such as high-fives, handshakes, pats on the back or shoulder, hugs, kisses etc. may be misinterpreted, both by the recipient and by those observing, and should occur only when absolutely asexual appropriate and never in private.

The following should be avoided: tickling, roughhousing, wrestling, piggyback rides, any form of massage and any form of affection and unwanted comments that relate to the child's physical and/or bodily development. Avoid touching areas that are normally covered by bathing suits; breasts, buttocks and groin. When hugging is appropriate, hug from the side over the child's shoulders, not from the front.

One-on-one meetings with a child will preferably take place in a public area; in a room where the interaction can be observed (or is being observed); or in a room with the door open, and another staff member or supervisor is notified of the meeting. We will attempt to minimize situations where a child is alone with a single staff member or volunteer, including transportation to/from activities accompanying a child to the restroom, changing facilities, or waiting with a child for pick-up, avoiding handing the child at school pick-up to anyone other than his/her family who is not authorized.

We must not accept or give gifts to children without the knowledge of their parents or guardians.

Communication between GIS (including volunteers) and minors outside the role of the professional or volunteer relationship (teacher, etc.) is prohibited. When possible, email exchanges between a minor and a person acting on behalf of the school will be conducted using a school email address.

Electronic communication conducted through the school platform may be subject to periodic monitoring.

We should not establish private communications with children through text messaging, email, Facebook, Twitter or similar forms of electronic/social media. In the case of communications related to school assignments, they will be sent to their family.

Use, possession or being under the influence of alcohol or illegal substances while working with children is prohibited.

Possession or giving children sexually oriented materials (magazines, cards, videos, books, books, clothing, music) or accessing similar materials on the Internet in the presence of children is prohibited.

When volunteering to supervise evening activities, adults should not share sleeping quarters with children other than their own.

It is never appropriate to disclose personal information about one's sex life to children.

It is the adult's responsibility to set and respect boundaries. When a child attempts to engage an adult in inappropriate behavior, the adult should refuse such behavior.

18. GIS WHISTLEBLOWER POLICY

When a child discloses inappropriate behavior by school personnel, the school will respond in the same as if the alleged offender were a family member. Disclosures of teacher wrongdoing should be handled immediately and seriously.

While it may be extremely disturbing to consider that a colleague may be abusing children, in the event that this occurs, children need special protection. If a child reports that he or she is being sexually, physically, or even emotionally abused by school personnel, the educator must remember that it takes courage for an abused child to talk to someone. All GIS adults and staff have a responsibility and obligation to report any concerns they have about any inappropriate or unsafe practices they observe at the school, including in relation to the care and protection of students, whether the abuser is a stranger or a school employee. If a GIS staff member believes that appropriate measures or practices are not being taken in this area or that such practices may put a student at risk, he or she should take the following steps:

- Consider the facts and circumstances. Older children may make up stories, but generally, in these cases, such stories contain obvious inconsistencies.
- Follow the GIS policy and procedures outlined in this Protocol in the event of domestic abuse and report it immediately to the Principal of GIS.
- If the concern is related to the Principal himself/herself, they should report their concern or complaint to the Head of Studies.

The situation should not be discussed with other staff members.

No staff member will suffer harm or be disciplined or retaliated against for raising a genuine concern about inappropriate or unsafe practices in dealing with children, provided they do so in good faith and follow the whistleblowing procedures described above.

Where the adult feels unable to raise a concern about inadequate protection within GIS or where they feel that their concern is not being addressed, they may raise it externally with the appropriate authorities.

The provisions of the Child Abuse Protocol will be taken into account in all matters relating to the handling of staff allegations of wrongdoing. Communication between GIS (including volunteers) and minors outside the role of the professional or volunteer relationship (teacher, etc.) is prohibited. When possible, email exchanges between a minor and a person acting on behalf of the school will be conducted using a school email address. Electronic communication conducted through the school platform may be subject to periodic monitoring.

We should not establish private communications with children through text messaging, email, Facebook, Twitter or similar forms of electronic/social media. In the case of communications related to school assignments, they will be sent to their family.

Use, possession or being under the influence of alcohol or illegal substances while working with children is prohibited.

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When volunteering to supervise evening activities, adults should not share sleeping quarters with children other than their own.

It is never appropriate to disclose personal information about one's sex life to children.

It is the adult's responsibility to set and respect boundaries. When a child attempts to engage an adult in inappropriate behavior, the adult should refuse such behavior.

APPENDIX 1 : DECLARATION OF ACKNOWLEDGEMENT OF THE CODE OF CONDUCT

I promise to:

Strictly follow the rules and guidelines of this Code of Conduct as a condition for providing services to children and youth participating in Gándara International School programs.

Treat everyone with respect, patience, integrity, courtesy, dignity and consideration.

Never be alone with children at school activities without another adult being notified.

Use positive reinforcement rather than criticism, competitiveness or comparison when working with children.

Maintain appropriate physical boundaries at all times and only touch children when necessary and only in an appropriate, public and non-sexual manner. Comply with the mandatory regulations of the GIS Protocols and the GIS policy for reporting suspected child abuse.

Avoid engaging in private communications with children through text messaging, email, Facebook, Twitter, or similar forms of electronic or social media, except for activities strictly related to school business, which I will send to their families.

Avoid using profanity in the presence of children at any time.

Cooperate fully in any investigation on child abuse.

Not touch or talk to a child in a sexual or otherwise inappropriate manner. Not inflict any physical or emotional abuse such as hitting, spanking, shaking, slapping, humiliating, ridiculing, threatening or inferring degrading treatment of children.

Not smoke or use tobacco products, or possess, or be under the influence of alcohol or illegal drugs at any time while working with children.

Not take a child who is not mine home alone.

Not accept gifts or presents from children without the knowledge of their parents or quardians.

I understand that, as a person who works with and/or provides services to children and youth under the auspices of GIS, I am subject to a criminal background check. My signature confirms that I have read this Code of Conduct and that, as a person working with children and youth, I agree to follow these standards. I understand that any action or omission contrary to this Code of Conduct may result in disciplinary action up to and including dismissal from GIS.

Name:
Signature:
Date:

APPENDIX 2: HEALTH DECLARATION FORM

I hereby declare that I am not aware of any mental or physical health reasons why I should be unable to perform the duties and responsibilities relating to my position at GIS and that any misrepresentation in this declaration may result in disciplinary action up to and including dismissal from GIS.

Name:
Signature:
Date: