

Title: SOP – Teaching and Training Staff Policy	Identifier: SOP - 010
Date of last revision: 16.01.2021 Date of last revision: 05.02.2021	

Document Distribution:	Office staff and the trainers
Reference to other documents elsewhere	Forming and integral part of the MFHE 11 Standards

A GENERAL

1. The Managing Director shall be the liaison person for the contract for services of the teachers and or trainers.
- 2 Any modification to this contract will only be made in writing following agreement between the aforementioned parties.
- 3 This contract shall come into effect from the date of signature and shall terminate on due date as indicated in the contract.
- 4 The Institute shall keep a copy of the CV and the supporting documentation on record at the office.

B TRAINERS

Equal opportunity employer

- 5 The trainers subcontracted shall have all the necessary credentials mandated by the MFHEA. Nonetheless, the Institute is an equal opportunity employer and shall endeavor to be diverse as the people it serves.
- 5.1 The Institute shall ensure that it has enough trainers on its books to ensure the sustainability of the operation.

Selection Criteria

- 6 The selection of the trainers shall be done on the following criteria;
- (a) Relevant work experience not as a trainer but in leadership and management practice and at a level higher than the students that the trainer will be training,
 - (b) The applicant needs to have had at least 4 years work experience in a management position,
 - (c) The width of work experience that is how varied the work experience is in terms of industry, geographic location, size and complexity,
 - (d) Experience as a trainer in terms of track record, type of training delivered, type of students he or she taught and familiarity with varied training tools,
 - (e) Disposition to work as an agent of change and a means through whom people can develop and succeed,
 - (f) Relevant qualifications namely; a minimum of a level 6 qualification in either of the following; Social Sciences and or Management and or Human Resource and or Mediation and or Leadership and or Education and or Youth Studies.
 - (g) References at least two from past employers of the applicant.

CPD for the trainers

- 7 Each trainer has to be fit for purpose and keep this characteristic throughout his or her assignment. In this regard, he or she needs to keep record of each session delivered namely how it progressed and record his or her reflective thinking about the session. This record needs to be forwarded to the Managing Director upon request.
The trainer is also obliged to attend any peer to peer session organized as well attend to any CPD session indicated by the Institute.

Recruitment process

- 8 The recruitment of trainers is done through “linked in” and those who apply are called in for an interview. If the applicant is successful he or she is given a second appointment for an interview during which the applicant is asked to deliver a 15 minute training session on one of the training modules of the Institute. The lesson plan and other material are given to the applicant in good time to prepare. If the individual is successful during the second interview, he or she is given a contract for service.

Transparency in recruitment

- 9 The Institute will do its best to recruit the best candidates according to the criteria above but does its best to reflect the diversity of the students it serves. In addition while the Managing Director and the Head of Studies sit on the interviewing panel, an external third individual is invited to assist in order to add to the objectivity of the process.

The criteria for selecting the third individual would be the following;

- (i) Level of academic qualification at least at level 7
- (ii) Experience as an educator and or trainer
- (iii) Experience in managing people

Trainer supervision

- 10 Once an individual is selected, he or she is served with a contract for service. He or she shall be provided with all the training material needed. The new trainer shall be supervised during the first session and at least for another session during the course of the programme. The supervisor is usually either the Managing Director or the Head of Studies of the Institute. Feedback to the trainer is given not later than one day after the session is delivered. The salient points of the feedback are given in writing to the trainer and a copy kept on file at the Institute. The report may include any action that the trainer needs to take in order to improve performance.

Trainers' Training

- 11 New Horizons Institute encourages CPD to its trainers. It is however the responsibility of the trainers to keep themselves abreast with the developments taking place within their fields of expertise. Nonetheless, the Managing Director and the Head of Studies and other trainers of the Institute will regularly attend relevant conferences and seminars, in Malta and abroad such as the FHRD and MIM, about the themes being taught to the students as well as learning about the management of training and training services particularly those offered by MFHEA.

Trainer re-imburement and obligations

- 12 The trainers shall be paid the trainers' fees inclusive of VAT, except where otherwise indicated at law. The hourly rate for the trainer is set according to a pre-established scale of trainers' hourly fees. In certain circumstances a different rate may be applicable yet consistent with the labour laws.
- 13 The hourly rate includes preparation time to design the course content if necessary, delivery of the training, production of all the material and visuals to be used in the training programme, and any handout preparation to be distributed to the participants. A copy of the handouts is to be forwarded to the Head of Studies at least one week before used in class.
- 14 The Institute will be responsible for all the marketing of the training programme, for providing the venue, equipment, refreshments, booking and invoicing of participants, participants' list and attendance sheets and evaluation sheets.
- 15 The trainer may use his or her own training material provided that it was submitted to the Head of Studies and approved by him or her in good time to be used for the training sessions that the trainer was assigned to deliver.
- 16 A hard copy of the Trainers' Contract is given to the trainer for review and record.

C CONFLICT OF INTEREST

- 17 The trainer is to inform the Managing Director of any conflict of interest before the contract is signed or immediately upon the conflict becomes known to either party. Potential situations of conflict of interest are; the trainer is already or has provided management consultancy and training to the employer commissioning the training.

Another possibility is that the trainer is currently delivering the same or similar type of training to other organisations. The list is not exhaustive and the trainer shall ensure that s/he behaves in such a manner that builds trust with the management of the Institute.

D CANCELLATIONS OR POSTPONEMENT OF THE TRAINING PROGRAMME

- 18 In the case that the training is cancelled, the course can be rescheduled. The new arrangements shall take into consideration the needs of the participants. In case that any of the booked participants is unable to attend for the re-scheduled programme s/he shall be reimbursed any deposits or fees paid. No fees are due to the trainer if the course is cancelled for these reasons. However the trainer may opt out of delivering the postponed programme without obligations.
- 19 In case of a force majeure such as serious weather conditions and security alerts, the Institute shall reserve the right to postpone the programme without the obligation to reimburse the deposits and fees paid to the participants who cannot attend on the dates of the re-scheduled programme. In addition, the obligation of the trainers to deliver the programme on the new dates, still remain.
- 20 Once the new dates of the re-scheduled programme are set, the participants and the trainer shall be informed immediately. In any case, there should always be at least 10 working days between informing the participants of the new dates and the date of commencement of the programme.
- 21 In the event that the Trainer is unable to deliver the programme due to force majeure, e.g. s/he has fallen ill or has an urgent family commitment, the Institute reserves the right to run the programme with a substitute trainer.
- 22 Otherwise the training programme will be rescheduled in line with the availability of the trainer and all participants informed accordingly.
- 23 In the event that a trainer does not show up for one or more days of the training without a justifiable reason, the Institute shall no longer seek the services of the particular trainer and will not be liable to pay any fees to the said trainer even for the part of the training already delivered.
- 24 If the trainer cancels his or her commitment less than two weeks before commencement of the course, the Institute shall no longer seek the services of this trainer and it will not be liable to pay any trainers' fees.
- 25 If the Institute cancels the course less than two weeks before commencement of the course, without the agreement of the trainer, then it will be liable to pay trainers' fees.

E TRAINING MATERIAL

- 26 The Trainer may use his or her training material and visuals for the training programme provided that they match the standards set by Institute for the particular programme. Such material can only be used if and when the trainer submits the full package of the training material to the Head of Studies of the Institute for vetting and approval. Only then can the trainer use his or her training material, as otherwise s/he shall use the material provided by the Institute. The trainer who wishes to use his or her training material shall need to

submit the full training package to the Managing Director not less than 6 weeks prior to the commencement of the course.

- 27 All training material and visuals will be vetted and approved by the Institute.
- 28 The trainer shall make the proposed amendments to his course material prior to the course starting date and this shall be done at the trainer's expense.
- 29 The Trainer will not distribute any training material to the participants or use any visuals other than those which have been agreed upon with the Institute.
- 30 If the Institute provides training material to the trainer to use in the programme, it is and will remain the property of the Institute. However training material provided by the trainer and approved by the Institute to use during the programme is and shall remain the property of the trainer.
- 31 Training material should not be used to promote the individual trainer and or any company and or services that s/he has interest in, other than those of the Institute.

F EQUIPMENT

- 32 The Institute shall provide the required equipment for the training programme and ensures that the training area matches the standards set by MFHEA and in particular that it is well ventilated and enjoys a comfortable room temperature. This applies for both in house and open courses.
- 33 The Institute must ensure that all equipment needed by the trainer is running smoothly prior to and during the training course.

G INVOICING

- 34 Upon completion of the training programme the trainer submits to the Institute the invoice for the said training.
- 35 The invoice must be inclusive of VAT unless the trainer is exempt at law or the programme is VAT free.
- 36 The Institute will settle the invoice within 30 days.

H ORGANISATION OF DOCUMENTS

- 37 A file is to be organised with all documentation pertaining to the said course - training material, marketing fliers, CVs, contracts, booking forms, evaluation forms etc that can be adequately vetted by MFHEA or any audit entity.

I CONFIDENTIALITY

- 38 The trainer is not to disclose any information about the organisation, the participants or other individuals linked to the programme, to third parties. This is confidential data, immaterial of how s/he has acquired such knowledge.

39 The Institute will also not disclose any confidential information pertaining to the trainer.

J EQUAL OPPORTUNITIES

40 The trainer shall be responsible to abide by the Equal Opportunities Act and shall not discriminate on basis of gender, age, race, religion, ability and sexual orientation etc.

41 The trainer shall report to the Managing Director of the Institute any breach of the Equal Opportunities Act arising during the course of the programme.

L HEALTH AND SAFETY

42 The Trainer binds him/herself to abide by the Occupational Health and Safety policy of the Institute and or organization where the training is being delivered and ensures that participants adhere to these rule during the sessions.

M EVALUATION SHEETS

43 The Institute will distribute Evaluation Sheets at the end of the course for the participants to fill out anonymously and these will be collected by a member of staff of the Institute. (Ref F04) Evaluation Sheet. The evaluation sheets shall include the students' comments about the learning and how future programmes may improve.

44 The Institute is to inform the Trainer of the overall feedback provided. The trainers are informed of their performance on completion of the training programme during a meeting purposely held with the Head of Studies and or Managing Director. The meeting shall be minuted and the hard copies of the minutes shall be signed by both parties.

N COURSE CERTIFICATES

45 The trainer will be asked to sign the Certificates of Attendance/Competence, alongside with the Managing Director of the Institute.

O CORPORATE SOCIAL RESPONSIBILITY

53 The Institute will endeavor, that when possible, provides a subsidized and/or free place on the programme to a person who may be in a vulnerable position or an organisation that is engaged in voluntary services.

P INTERCULTURAL COMPETENCE

54 The Institute shall endeavour to provide for intercultural competence in the delivery of the programme and allow for concerted adjustment and reasonable accommodation to accommodate diversity.

Q TRAINERS' CONDUCT

- 55 Trainer shall arrive at the venue where the training is being delivered 15 minutes before the start time.
- 56 Trainer must not terminate the session earlier or later than 15 minutes from the set finishing time.
- 57 The Trainer is to have the appropriate attire for Training – No jeans, piercing, short skirts, low cut tops, shorts, flip flops are allowed. Tattoos should be properly covered.
- 58 The Trainers and Assessors shall not accept any gifts from the participants for whatever reason during the programme.
- 59 The Trainer is to keep the good name of the Institute and shall, during the training programme, represent the Institute in the best manner possible.
- 60 The Trainer is representing the Institute and shall act as such.
- 61 The Trainer shall not subcontract this contract to anyone else unless agreed upon with the Institute.
- 62 The Trainer may not solicit any work on a personal basis with the participants of the course during the said programme.
- 63 The trainer cannot solicit or entertain any negotiations with any participants of the training programme for a period of 2 years from the date of signing the training service contract. S/He is to refer the request to the Institute so as to meet the needs of the participants by planning the desired training programme.
- 64 However although the trainer may be approached by participants during or within the two years of termination of the training programme, s/he must inform the Managing Director of the Institute accordingly.
- 65 This agreement is not an employment relationship between the Institute and the Trainer but a contract for services and when this contract terminates, the Institute is not obliged to offer another contract neither for service nor for employment.
- 66 The trainer is obliged to refer to the Managing Director of the Institute or the Head of Studies, if and when a complaint is lodged by a participant. In addition, the trainer is obliged to refer any comments and suggestions made by the participants, during the training programme, to the Managing Director of the Institute, not later than 48 hours from the time when the information reached him or her.
- 67 The Institute will consider the trainers' conduct and the corresponding Evaluation Sheets of the previous programmes that s/he delivered when the Institute deliberates about new commissions to the trainer.

U INDEMNITY

- 68 The Trainer will indemnify the Institute for any liability or loss s/he may incur as a result of his/her actions, omissions or negligence.
- 69 This agreement with the trainers shall be covered and construed in accordance with Maltese Law and both parties submit to the jurisdiction of the Maltese courts.
- 70 Notwithstanding any legal recourse that both parties are entitled to, any dispute arising from such contract shall first be referred to mediation and the costs incurred shall be shared equally.
- 71 Breach of the contract for service from the trainer will result in the trainer not being paid for any work done and not seeking the services of the same trainer in the future.
- 72 The Institute shall pay all the relative fees to the trainer if and when the Institute is found in breach of the contract.

R TEACHER / TRAINER'S ON THE JOB PERFORMANCE AND MONITORING

- 73 The Head of Studies shall ensure that the teacher/trainer is using and delivering the training in accordance with the material provided by the Institute through its training manual. The material includes the presentation slides, videos, exercises, role plays and gamification. It shall be ensured that such material is fully utilized and integrated in the training sessions.
- 74 The Head of Studies shall ensure that the written contributions of the delegates are assigned, collected, provided with feedback and records kept in order to award the final mark at the end of the course.
- 75 At the end of the module, the teacher/trainer shall submit the written work of the delegates duly corrected to the Head of Studies to vet the work done and provided feedback if necessary.
- 76 The Head of Studies shall read the end of module / course report drawn by the teacher / trainer and feedback provided if necessary. In addition the Head of Studies shall analyse the evaluation sheets drawn up by the delegates at the end of the course and provide feedback to the teacher / trainer.
- 77 The Head of Studies shall attend any training session both on-line or in person to observe the teacher / trainer delivering the training and provide feedback accordingly. In addition the Head of Studies shall carry out a one to one supervision session with the teacher / trainer at least one every two months to evaluate the teacher / trainer's performance.
- 78 The Head of Studies checks for any changes in the credential or qualifications of the teacher / trainer and update the records accordingly if necessary.